

Company Number: 04718834

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS OF

Reflex Audio Visual Limited (the "Company")

Circulation Date: **2 September**

2021 ("Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company (the "**Directors**") propose that the following resolutions be passed as special resolutions (the "**Special Resolutions**") and ordinary resolutions (the "**Ordinary Resolutions**"). For the purpose of the Ordinary Resolutions, the term "**Finance Documents**" has the meaning given to it in the senior term and revolving facilities agreement dated 2 April 2020 and as amended from time to time between, amongst others, Aura Futures Holdings Limited as parent (the "**Parent**"), Aura Futures Limited as original borrower (the "**Original Borrower**"), the Parent and certain of its subsidiaries as listed in part 1 of schedule 1 thereto as original guarantors (the "**Original Guarantors**"), Cordet Lending II S.À.R.L as mandated lead arranger (the "**Arranger**") and Wilmington Trust (London) Limited as agent and security agent (the "**Security Agent**") (the "**Senior Facilities Agreement**").

Copies of the Senior Facilities Agreement, and the Finance Documents were supplied to the sole shareholder prior to the date of these written resolutions.

ORDINARY RESOLUTIONS

- 1 **THAT** the execution, delivery and performance of the documents that the Company is proposing to enter into in connection with the Senior Facilities Agreement as listed in the Annex to this written resolution (the "**Documents**"), the terms of the Documents and the transactions contemplated by the Documents are hereby approved (subject to such changes being made to the Documents as any director of the Company may, in his absolute discretion, think fit), copies of the relevant Documents having been supplied to all Company members prior to the signing of this resolution.
- 2 **THAT** the Company's entry into and performance of the Documents would promote its success for the benefit of its members as a whole and approval for the Company to enter into and perform the Documents is hereby given.
- 3 **THAT** these resolutions should have effect notwithstanding any provision of the Company's articles of association.
- 4 **THAT** notwithstanding any personal interest:
 - (a) any Director of the Company, either singly in the case of an agreement signed under hand or, in the case of a deed (a) with any other Director of the Company or (b) in the presence of a witness who attests the signature, be authorised to sign or execute (as applicable) and deliver the Documents on behalf of the Company, with such amendments thereto as such officers shall in his absolute discretion think fit;
 - (b) any Director of the Company, either singly in the case of an agreement signed under hand or, in the case of a deed (a) with any other Director of the Company or (b) in the presence of a witness who attests the signature, be authorised to do all such acts, including to execute any deeds, documents, certificates and notices as he may consider expedient in connection with the execution or performance by the Company of the Documents, the transactions contemplated therein or any other agreement or document in connection therewith; and

- (c) if any Document or related document agreed by a Director needs to be executed as a deed, that it be executed as a deed in accordance with section 44 of the Companies Act 2006.

SPECIAL RESOLUTIONS

- 5 THAT the articles of association of the Company be amended by the insertion of a new Article 35 as follows:

"35. Notwithstanding anything contained in these Articles:

(a)

- (i) any rights of existing members to receive notice, any right of pre-emption to any share in the Company, or any right to have any share transferred to any of the existing members whether for consideration or not, shall not apply to any transfer of shares; and
- (ii) the directors of the Company shall not decline to register any transfer of shares, nor may they delay registration of any transfer of shares,

where in each case the shares have been mortgaged or charged by way of security and:

- (A) such transfer is to any person, bank or institution to whom such shares have been mortgaged or charged by way of security (whether in its own capacity, or as agent or trustee or otherwise) (a "**Secured Institution**"), or to any nominee of such Secured Institution;
 - (B) such transfer is delivered to the Company for registration by a Secured Institution or its nominee to perfect its security interest over such shares;
 - (C) such transfer is executed by a Secured Institution or its nominee either under the power of sale or any other power under the security document purporting to create the security interest over such shares (the "**Security Document**");
 - (D) such transfer is executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee under the Security Document; or
 - (E) where the Secured Institution has consented to the transfer as a condition of the release of its security over such shares; and
- (b) the Company shall have no lien on any share which is subject to a mortgage or charge in favour of another person, or which could otherwise be transferred under this article to any other person."

AGREEMENT

Please read the notes at the end of this document before indicating your agreement to the Resolutions.

THE UNDERSIGNED, the sole shareholder of the Company entitled to vote on the Ordinary Resolutions and Special Resolutions on the Circulation Date, HEREBY IRREVOCABLY AGREES to the Ordinary Resolutions and Special Resolutions.

Signed by: 
Name:
for and on behalf of
Reflex 2005 Limited

2 September 2021
Date

NOTES

1. If you agree to the Ordinary Resolutions and Special Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it by attaching a scanned copy of the signed document to an email and sending it to rahul.mittal@shlegal.com and then posting the original to Stephenson Harwood LLP, 1 Finsbury Circus, London, EC2M 7SH for the attention of Rahul Mittal **by the date falling 28 days after the Circulation Date**. Once you have indicated your agreement to the Ordinary Resolutions and Special Resolutions, you may not revoke your agreement.
2. If you do not agree to the Ordinary Resolutions and Special Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply and the Ordinary Resolutions and Special Resolutions will lapse.

ANNEX

Terms defined in this annex shall have the same meaning as given to them in the Senior Facilities Agreement.

- 1 an accession deed to the Senior Facilities Agreement and the Intercreditor Agreement
- 2 a deed of accession to the Debenture to be granted by, amongst others, the Company in favour of the Security Agent which would secure the liabilities of the Obligors under the Finance Documents;
- 3 a formalities certificate to be entered into by the Company certifying and confirming various matters, including certifying certain documents to be provided pursuant to Part 2 of Schedule 2 (*Conditions Precedent Required To Be Delivered By an Additional Obligor*) to the Senior Facilities Agreement; and
- 4 any other agreement, document, deed, notice, certificate, letter, communication, confirmation or amendment entered into or to be entered into pursuant to, or in connection with, the Finance Documents and/or contemplated by, ancillary or related to the documents listed at paragraphs 1 to 3 above.