



Registration of a Charge

Company Name: **REFLEX 2005 LIMITED**

Company Number: **05467449**



XACJTKTK

Received for filing in Electronic Format on the: **07/09/2021**

Details of Charge

Date of creation: **03/09/2021**

Charge code: **0546 7449 0003**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5467449

Charge code: 0546 7449 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd September 2021 and created by REFLEX 2005 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th September 2021 .

Given at Companies House, Cardiff on 8th September 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Security Deed of Accession

This Deed is made on 3 September 2021

Between

- (1) **Aura Futures Holdings Limited** (registered in England with number 12280993 for itself and for the Chargors) (the "**Parent**");
- (2) The Subsidiaries (as set out in Schedule 4 (each an "**Acceding Chargor**" and together the "**Acceding Chargors**"); and
- (3) **Wilmington Trust (London) Limited** (registered in England with number 05650152) as security trustee for the Secured Parties (the "**Security Agent**").

Whereas

- (A) This Deed is supplemental to a debenture dated 2 April 2020 between, inter alia, the Parent, the Chargors and the Security Agent (the "**Debenture**").
- (B) Each Acceding Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Parent as its agent on the terms set out in the Accession Deed.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by each Acceding Chargor or its Subsidiaries including those listed in schedule 2 (Subsidiary Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms) and 1.6 (Intercreditor agreement) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargor

2.1 Accession

Each Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

2.2 Covenant to pay

Each Acceding Chargor covenants with the Security Agent as security trustee for the Secured Parties that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 Charging provisions

All security created by a Chargor under clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of that Acceding Chargor in and to the relevant Charged Property; and
- (d) in favour of the Security Agent as security trustee for the Secured Parties.

2.4 First legal mortgages

Each Acceding Chargor charges by way of first legal mortgage the properties described in schedule 1 (Properties) to this Deed and, in each case, all Premises and Fixtures on each of the Properties.

2.5 Assignments

- (a) Each Acceding Chargor assigns (subject to a proviso for reassignment on redemption):
 - (i) the agreements described in schedule 3 (Relevant Agreements) to this Deed; and
 - (ii) its Relevant Policies.
- (b) Each Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements and the Relevant Policies.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of an Event of Default which is continuing, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.

2.6 First fixed charges

Each Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estate in any freehold, leasehold or commonhold property (provided that property has a market value in excess of £100,000) now or subsequently owned by it (other than any freehold, leasehold or commonhold

property effectively charged by way of legal mortgage under clause 2.4, and in each case, the Premises and Fixtures on each such property;

- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by an Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (m) to the extent that any assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause.

2.7 Floating charge

Each Acceding Chargor charges by way of first floating charge all its assets and undertakings wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4 Security power of attorney

Each Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to whilst an Event of Default has occurred and is continuing, take any action which each Acceding Chargor is obliged to take under this Deed or the Debenture. Each Acceding Chargor ratifies and confirms whatever any attorney lawfully does or prompts to do pursuant to its appointment under this clause 4 provided that such acts were not carried out by an attorney with gross negligence or in default of the provisions of this Deed.

5 Notices

Each Acceding Chargor confirms that its address details for notices in relation to clause 23 (Notices) of the Debenture are as set out in Schedule 5 (*Notice Details*).

6 Relevant Agreements

Pursuant to paragraph (b) of the definition of 'Relevant Agreement' at clause 1.1 of the Debenture, the Security Agent and the Parent hereby designate the following agreement as a Relevant Agreement: the share purchase agreement relating to the sale and purchase of the entire issued share capital of Reflex 2016 Limited, dated 4 August 2021 and made between (1) Aura Futures Limited as purchaser and (2) the Sellers (as defined in Schedule 2 therein).

7 Counterparts

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

8 Governing law and jurisdiction

Clauses 30 and 31 of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1

Properties

Registered Land

None as at the date of this Deed

Unregistered Land

None as at the date of this Deed

Schedule 2

Subsidiary Shares

Chargor	Name and registered number of Subsidiary	Number and class of shares
Reflex 2016 Limited	Reflex 2005 Limited 05467449	680,983 divided into Ordinary shares of £1.00 each
Reflex 2016 Limited	Reflex 2005 Limited 05467449	49,266 divided into A ordinary shares of £1.00 each
Reflex 2005 Limited	Reflex Audio Visual Limited 04718834	45,000 divided into A ordinary shares of £1.00 each
Reflex 2005 Limited	Reflex Audio Visual Limited 04718834	4,500 divided into B ordinary shares of £1.00 each
Reflex Audio Visual Limited	Reflex Limited 03131814	800,001 divided into Ordinary shares of £1.00 each
Reflex Audio Visual Limited	Reflex Care Limited 02711056	2 divided into Ordinary shares of £1.00 each
Reflex Limited	Classroom Displays Limited 04143601	1 divided into Ordinary shares of £1.00 each

Schedule 3

Relevant Agreements

None as at the date of this Deed

Schedule 4
Acceding Chargors

Name	Jurisdiction of Incorporation	Registered Number
Reflex 2016 Limited	England and Wales	10245274
Reflex 2005 Limited	England and Wales	05467449
Reflex Audio Visual Limited	England and Wales	04718834
Reflex Limited	England and Wales	03131814

Schedule 5
Notice Details

Company	Details
Reflex 2016 Limited	<p>Address: Bennet Court, Bennet Road, Reading, Berkshire, RG2 0QX</p> <p>Email Address: Williamj@reflex.co.uk and Stuart.Beere@aurafutures.com</p> <p>Attention: William Jepps and Stuart Beere</p>
Reflex 2005 Limited	<p>Address: Bennet Court, Bennet Road, Reading, Berkshire, RG2 0QX</p> <p>Email Address: Williamj@reflex.co.uk and Stuart.Beere@aurafutures.com</p> <p>Attention: William Jepps and Stuart Beere</p>
Reflex Audio Visual Limited	<p>Address: Bennet Court, Bennet Road, Reading, Berkshire, RG2 0QX</p> <p>Email Address: Williamj@reflex.co.uk and Stuart.Beere@aurafutures.com</p> <p>Attention: William Jepps and Stuart Beere</p>
Reflex Limited	<p>Address: Bennet Court, Bennet Road, Reading, Berkshire, RG2 0QX</p> <p>Email Address: Williamj@reflex.co.uk and Stuart.Beere@aurafutures.com</p> <p>Attention: William Jepps and Stuart Beere</p>

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Parent

Executed as a deed by)
Aura Futures Holdings Limited)
acting by a director in the presence of)

[Redacted Signature]

[Redacted Signature]

Signature of witness

Name **RAHUL MITTAL**

Address

[Redacted Address]

Acceding Chargors

Executed as a deed by)
Reflex 2016 Limited)
acting by a director in the presence of)

[Redacted Signature]

[Redacted Signature]

Signature of witness

Name **RAHUL MITTAL**

Address

[Redacted Address]

Executed as a deed by)
Reflex 2005 Limited)
acting by a director in the presence of)

[Redacted Signature]

[Redacted Signature]

Signature of witness

Name **RAHUL MITTAL**

Address

[Redacted Address]

Executed as a deed by)
Reflex Audio Visual Limited)
acting by a director in the presence of)

.....
Signature of witness

Name **RAHUL MITTAL**

Address

Executed as a deed by)
Reflex Limited)
acting by a director in the presence of)

.....
Signature of witness

Name **RAHUL MITTAL**

Address

Security Agent

Executed as a deed by)
as authorized signatory for and on behalf of)
Wilmington Trust (London) Limited)
in the presence of)

.....
Signature of witness

Name

Address