

MG01

Particulars of a mortgage or charge

225310/65



iris  
LASERFORM

**A fee is payable with this form**

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**What this form is NOT**

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

MONDAY



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\*A1NHNBP\*

10/12/2012

#20

COMPANIES HOUSE

1

**Company details**

Company number

0 7 9 9 8 2 3 5

Company name in full

AVM Vision Investments Ltd (the "Company")

2

For official use

**Filing in this form**

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

2

**Date of creation of charge**

Date of creation

d0 d3 m1 m2 y2 y0 y1 y2

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A supplemental deed to a debenture dated 29 June 2012 (the "Debenture") between AVM Vision Investments Limited (the "Company"), the Acceding Chargors as set out in Schedule 1 thereto, and Indigo Capital V Sarl (the "Chargee") dated 3 December 2012 (the "Supplemental Debenture")

4

**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Finance Party in connection with the protection preservation or enforcement of its respective rights under the Finance Documents (the "Secured Obligations")

**Continuation page**

Please use a continuation page if you need to enter more details

**MG01****Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

Please use a continuation page if you need to enter more details

Name	Indigo Capital V Sarl
Address	15 rue Edward Steichen
	Luxembourg GD
Postcode	L - 2 5 4 0
Name	
Address	
Postcode	

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**

Please use a continuation page if you need to enter more details

Short particulars

1 FIXED SECURITY  
1 1 General  
All Security created by the Company under Clauses 3 and 4 of the Supplemental Debenture was:  
(a) granted in favour of the Chargee,  
(b) continuing security for the payment, discharge and performance of the Secured Obligations,  
(c) granted with full title guarantee, and  
(d) granted in respect of all the right, title and interest (if any), present and future of the Company in and to the relevant Charged Asset  
1 2 Company charged by way of first legal mortgage, all of its rights, title and interest from time to time in the Real Property

(please see continuation page)

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Short particulars

#### 1.3 Assignment by way of Security

(a) The Company assigned and agreed to assign absolutely (to the extent not validly and effectively charge by way of first legal mortgage pursuant to Clause 3.2 (Mortgage) of the Supplemental Debenture and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same, all of its right, title and interest from time to time in and to each of the following assets:

(i) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Company in respect of the Real Property,

(ii) any Insurance Policies and all proceeds paid or payable thereunder,

(iii) the Accounts (excluding the Retention Account); and

(iv) each of the Specific Contracts

(b) The Company remains liable to perform all of their obligations under the assets described in paragraphs (a)(i)-(iv) above.

(c) Notwithstanding the other terms of Clause 3.3 of the Supplemental Debenture, prior to the occurrence of an Event of Default which is continuing, the Company 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 Specific Contracts. It is acknowledged that pursuant to Clause 9.9 of the Investment Agreement (as amended on or about the date of the Supplemental Debenture), the benefit of the covenants and undertakings in the Investment Agreement shall not be enforceable by the Chargee although it may further assign them to any permitted assignee (as defined in the Investment Agreement) referred to in Clause 9.8 of the Investment Agreement on exercise or enforcement of such security rights

#### 1.4 Fixed Charges

The Company charged (to the extent not validly and effectively charged) by way of first legal mortgage pursuant to Clause 3.2 (Mortgage) and or assignment pursuant to Clause 3.3 (Assignment by way of Security) of the Supplemental Debenture as set out in Clause 1.2 (Mortgage) of this form MG01 or assigned pursuant to Clause 1.3 (Assignment by way of Security) of this form MG01 by way of first legal charge, all of its rights, title and interest from time to time in and to each of the following assets:

(a) the Real Property and all Related Rights;

(b) the Accounts (excluding the Retention Account),

(c) its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights,

(d) the Intellectual Property,

(e) the Plant and Machinery;

(f) any goodwill and rights and claims in relation to its uncalled share capital;

(g) its rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered;

(h) the Investments;

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(i) the Subsidiary Shares together with Related Rights;</p> <p>(j) any beneficial interest, clauses or entitlement it has to any pension fund at the date of the Supplemental Debenture or in the future; and</p> <p>(k) each of the assets which are specified in Clause 3 3 (Assignment by way of Security).</p> <p>2 FLOATING CHARGE</p> <p>2 1 Floating Charge</p> <p>(a) The Company charged by way of first floating charge all of its present and future assets and undertakings other than assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3 2 (Mortgages), 3.3 (Assignment by way of Security) and 3 4 (Fixed Charges) of the Supplemental Debenture as set out in Clauses 1.2, 1.3 and 1.4 fo this form MG01</p> <p>(b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charged created by Clause 4 1(a) of the Supplemental Debenture and set out in Clause 2 1(a) above</p> <p>2 2 Conversion of floating charge to fixed Security</p> <p>(a) the Chargee may at any time by notice to the Company convert the floating charge constituted under Clause 2 1 (Floating Charge)above with immediate effect into a fixed charge as regards any assets which is the subject of the floating charge or which is specified in the notice if:</p> <p>(i) the Debenture is enforceable in accordance with Clause 15 (When security becomes enforceable) of the Debenture; or</p> <p>(ii) the Chargee reasonably considered that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process.</p> <p>(b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4 1 (Floating Charge) of the Supplemental Debenture and set out in Clause 2.1 above will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge upon the occurrence of an Administration Event</p> <p>2 3 Qualifying floating charge</p> <p>The Supplemental Debenture contains a qualifying floating charge and Clause 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under the Supplemental Debenture</p> <p>3 RESTRICTIONS ON DEALING</p> <p>The Company agreed that it shall not</p> <p>(a) create or allow to exist any Security on any of its assets; or</p> <p>(b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily sell, transfer, licence lease or otherwise dispose of all or any part of its assets, unless expressly permitted under the Facilities Agreement.</p>	

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Short particulars

#### 4 FURTHER ASSURANCE

##### 4 1 Further Assurance

(a) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b) below

(b) The Company shall promptly, at its own cost, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, registrations, notices and instructions) as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require in favour of the Chargee or its nominees(s):

(i) to perfect the security created or intended to be created in respect of the Charged Assets (which may include the execution by the Company of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of any of the rights, powers and remedies of the Chargee provided by or pursuant to the Debenture or by law, and or

(ii) to confer on the Chargee security over any asset or undertaking of the Company located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Debenture, and or

(iii) after the Security has become enforceable, to facilitate the realisation of the Charged Assets

##### 4 2 Necessary Action

The Company agreed that it shall take all such necessary action as is available to it (including) making all filings and registrations) as may be necessary or as may reasonably be requested by the Chargee for the purpose of the creation, perfection, protection or maintenance of any Security

#### 5 DEFINITIONS

"Accounts" means those specified in Schedule 1 to this form MG01.

"Administration Event" means.

(a) an order is made by the court for the administration of the Company;

(b) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Company or files such a notice with the court, or

(c) any person levies or attempts to levy any distress, attachment, execution or other legal process against a Charged Asset.

"Acceding Chargors" means the companies listed in Schedule 1 to this form

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"Charged Asset" means all the assets and undertaking of the Company, both present and future which from time to time are the subject of any Security created or expressed to be created by it in favour of the Chargee by or pursuant to the Debenture

"Charged Property" means

"Event of Default" means any event or circumstance specified as such in Clause 23 of the Facilities Agreement

"Facilities Agreement" means the facilities agreement dated 29 June 2012 (as amended and restated on 3 December 2012) and made between, inter alios, the Company and the Chargee as lender

"Finance Documents" means the Facilities Agreement, the Amendment and Restatement Agreement to the Facilities Agreement dated on 3 December 2012, any Accession Deed, any Compliance Certificate, Structural Intra-Group Loan Agreement No 1, Structural Intra-Group Loan Agreement No 2, Structural Intra-Group Loan Agreement No 3, Structural Intra-Group Loan Agreement No 4, the Intra-Group Loan Agreement, Subordination Agreement, any Transaction Security Document, any Utilisation request, and any other document designated as a Finance Document by the Chargee and the Company.

"Finance Party" means the Chargee and Indigo Capital LLP as arranger of the facilities.

"Insurance Policies" means those policies specified in Schedule 3 to this form MG01

"Intellectual Property" means those specified in Schedule 4 to this form MG01

"Investment Agreement" means the agreement originally dated 29 June 2012 and made between among others, AVM Vision Limited, the Company and institutional investors as amended and restated pursuant to the terms of a supplemental agreement entered into between, amongst others the Company, AVM Vision Limited, the institutional investors, and Edward Cook

"Investments" means:

(a) the Shares,

(b) all other shares, stocks, debentures, bonds, warrants, coupons, options, other securities and investments and rights to subscribe for other investments, and

(c) which the Company purported or shall purport to mortgage or charge under this Debenture and including all Related Rights.

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"Obligor" means the Company or the Acceding Chargors and other members of the Company's Group.

"Plant and Machinery" means in relation to the Company all present and future plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress and includes all Related Rights)

"Real Property" means those specified in Schedule 5 to this form MG01

"Related Rights" means to the extent applicable in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under a licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities, or covenants for title in respect of that asset;
- (d) any dividend, interest, or other distribution paid or payable, and
- (e) any moneys and proceeds paid or payable in respect of that asset

"Retention Account" has the meaning given to that term in the Blackpool Acquisition Agreement.

"Security" means any mortgage, charges, assignment, pledge, lien or other security interest securing any obligations of any person or any other agreement having the effect of conferring security

"Specific Contracts" means those specified in Schedule 6 to this form MG01.

"Subsidiary Shares" means all shares present and future held by the Company including those listed in Schedule 7 to this form MG01.

#### Schedule 1 Acceding Chargors

Name of acceding chargor	Registration number	Jurisdiction of Incorporation
IEG Limited	02984897	England
Impact Marcom Limited	01166286	England

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**Particulars of a mortgage or charge**

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Short particulars

IAV Projects Limited	03034102	England
Impact Marcom (UK) Limited	02126660	England

**Schedule 2 Accounts**

Not applicable to AVM Vision Investments Ltd

**Schedule 3 Insurance Policies**

Not applicable to AVM Vision Investments Ltd

**Schedule 4 Intellectual Property**

None applicable as at the date of this Deed

**Schedule 5 Real Property**

None applicable at the date of this Deed

**Schedule 6 Specific Contracts**

Intra-Group Loan Agreement Deed of Accession

Structural Intra-Group Loan Agreement No 3

Structural Intra-Group Loan Agreement No 4

Blackpool Acquisition Agreement

**Schedule 7: Shares**

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held



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Please give the short particulars of the property mortgaged or charged

Short particulars

AVM Vision Investments Limited	IEG Limited	Ordinary shares of £0 10	7,370,380
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## Particulars of a mortgage or charge

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil.

8

### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

### Signature

Please sign the form here

Signature

Signature

X

Reed Smith LLP

X

This form must be signed by a person with an interest in the registration of the charge

# MG01

## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Shaunee James**

Company name **Reed Smith LLP**

Address **The Broadgate Tower**

**20 Primrose Street**

Post town **London**

County/Region

Postcode **E C 2 A 2 R S**

Country **England**

DX **DX 1066/DX 18 City/London**

Telephone **020 3116 3000**



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

**Please note that all information on this form will appear on the public record**



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge.**

Make cheques or postal orders payable to 'Companies House'



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below**

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 7998235  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED TO A  
DEBENTURE DATED 3 DECEMBER 2012 AND CREATED BY  
AVM VISION INVESTMENTS LTD FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM EACH OBLIGOR (OR ANY OF  
THEM) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS  
OF THE AFOREMENTIONED INSTRUMENT CREATING OR  
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 10  
DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 DECEMBER  
2012



**Companies House**



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