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# MG01

## Particulars of a mortgage or charge



### 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

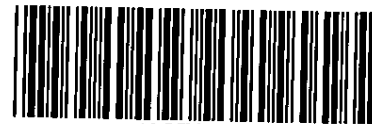
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



#### What this form is NOT for

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

THURSDAY



A10

\*AQTC5ILO\*

25/03/2010

194

COMPANIES HOUSE

1

### Company details

Company number

0 2 6 7 7 8 6 9

Company name in full

JVM CASTINGS (TAMWORTH) LIMITED (the "Company")

7

For official use

#### → Filling 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

d1 d9 m0 m3 y2 y0 y1 y0

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

Guarantee and Debenture

4

### Amount secured

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

Amount secured

The Company hereby covenants that it will on demand pay to  
Venture all moneys and discharge all obligations and liabilities now or  
hereafter due, owing or incurred by it to Venture whether express or  
implied, present, future or contingent, joint or several, incurred as  
principal or surety denominated in whatever currency or incurred on  
any banking account or in any manner whatsoever, including without  
limitation, all indebtedness under or pursuant to the Finance  
Documents when the same become due for payment or discharge  
and interest (as well after as before judgment) to date of payment at  
such rates and upon terms as may from time to time be payable and  
all commission, fees, expenses and other charges and all legal and  
other costs when the same became due for payment or discharge

("the Secured Liabilities")

#### Continuation page

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

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## 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 Venture Finance Plc (Company No 2281768) ("Venture")

Address Sheencroft House, 10-12 Church Road,

Haywards Heath, West Sussex

Postcode R H 1 6 3 S N

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 The Company with full title guarantee, hereby charges to Venture as a continuing security for the payment and discharge of the Secured Obligations (such that each charge listed below is a separate charge in relation to each Security Obligor)

(a) by way of legal mortgage, the Properties (if any) specified in Schedule 2 (*Properties*) to the Guarantee and Debenture,  
(b) by way of equitable mortgage (to the extent not the subject of a legal mortgage by virtue of clause 1(a)) all present and future Properties now or from time to time hereafter owned by the Company or in which the Company may have an interest,

(c) by way of first fixed charge, the Equipment (if any) specified in Schedule 3 (*Equipment*) to the Guarantee and Debenture and the benefit of all contracts and warranties relating to the same,

(d) by way of first fixed charge, all Equipment (other than any property specified in Schedule 3 (*Equipment*)) to the Guarantee and Debenture now or from time to time hereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same,

(e) by way of first fixed charge, all Securities now or from time to time hereafter owned by the Company in which the Company has an interest,

(f) by way of first fixed charge, all debts now or from time to time hereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it) other than the Non-Vesting Debts and the Other Debts,

(g) by way of first fixed charge any and all amounts from time to time standing to the credit of all present and future accounts of the Company with any bank, financial institution or other person including, without limitation, the Accounts,

(h) by way of assignment, all moneys from time to time payable to the Company under or pursuant to the Insurances including without limitation the right to the refund of any premiums,

(i) by way of first fixed charge, the proceeds of all other sums of money received by the Company, other than those specified in clauses 1(f), 1(g) and/or 1(h) above,

(j) by way of first fixed charge, the goodwill and uncalled capital of the Company,

(k) by way of first fixed charge, the Intellectual Property (if any) specified in Schedule 4 (*Intellectual Property*) to the Guarantee and Debenture, and

(l) by way of first fixed charge, all Intellectual Property (other than any Intellectual Property specified in Schedule 4 (*Intellectual Property*)) to the Guarantee and Debenture, now or from time to time hereafter owned by the Company or in which the Company may have an interest

2 The Company, with full title guarantee, hereby charges to Venture as a continuing security for the payment and discharge of the Secured Obligations (such that each charge listed below is a separate charge)

(a) by way of first fixed charge, all its Non-Vesting Debts and their proceeds,

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## Particulars of a mortgage or charge

### 7 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

None

### 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 866)

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 870) 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 *H B Gateley Director* X

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

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## 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 Katherine Gullon (4990036)

Company name HBJ Gateley Wareing LLP

Address One Eleven

Edmund Street

Post town Birmingham

County/Region West Midlands

Postcode B 3 2 H J

Country

DX 13033 Birmingham 1

Telephone 0121 234 0100



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
Short particulars	<p>Please give the short particulars of the property mortgaged or charged</p> <p>(b) by way of first fixed charge all Related Rights to all its Non-Vesting Debts,</p> <p>(c) by way of fixed charge, all its Other Debts now or from time to time hereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it) and</p> <p>(d) by way of first fixed charge, the proceeds of collection of all its Other Debts and all moneys standing to the credit of the relevant Receivables Account</p> <p><b>3</b> The Company with full title, guarantee, hereby assigns to Venture absolutely</p> <p>(a) the Rentals, together with the benefit of all rights and remedies of the Company relating to them, and</p> <p>(b) the goodwill of the business carried out at the Properties and the Scottish Properties</p> <p>subject to reassignment on payment and discharge in full of the Secured Obligations</p> <p><b>4</b> The Company with full title guarantee, hereby charges to Venture by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, including, without limitation, its Inventory other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 1, clause 2 and clause 3 or otherwise pursuant to the Guarantee and Debenture and including (without limitation and whether or not so effectively charged) any of its property, assets and rights situated in Scotland</p> <p><b>Negative Pledge</b></p> <p>The Company hereby covenants that it will not</p> <p>(a) dispose of all or any of its Properties or the Scottish Properties in whole or in part,</p> <p>(b) dispose of all or any of the Equipment specified in Schedule 3 to the Guarantee and Debenture except for disposals for which Venture's consent has been requested in the form set out in Schedule 5 Part 1 to the Guarantee and Debenture and expressly granted by Venture in the form set out in Schedule 5 Part 2 to the Guarantee and Debenture</p> <p>(c) dispose of all or any of the other Fixed Charge Assets without the prior written consent of Venture,</p> <p>(d) dispose of its Inventory or any other Charged Asset the disposal of which is not otherwise restricted by the express terms of this deed otherwise than for full value in the ordinary course of business,</p> <p>(e) create or attempt to create or permit to subsist in favour of any person other than Venture any Encumbrance on or affecting the Charged Assets or any part thereof except a lien arising by operation of law in the ordinary course of trading over property other than land</p> <p><b>Definitions</b></p> <p>In this form, unless the context otherwise requires -</p> <p><b>"Account"</b></p> <p>means each account other than any Trust Account and/or the Receivables Account from time to time opened or maintained by the Company at such branch of the Account Bank as Venture may approve and all rights benefits and proceeds in respect of such account</p> <p><b>"Account Bank"</b></p> <p>means any bank with which the Company maintains a Receivables Account or one or more Accounts</p> <p><b>"Charged Assets"</b></p> <p>means all assets described at box 6 of this form</p> <p><b>"Collateral Instruments"</b></p> <p>means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance</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

#### "Debt"

has the meaning given to it in the Master Facilities Agreement

#### "Encumbrance"

means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing

#### "Equipment"

means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP

#### "Finance Documents"

has the meaning given to it in the Master Facilities Agreement

#### "Fixed Charge Assets"

means the assets of the Company set out in and charged under clause 3.1 (*Security Obligor Fixed Charges*) of the Guarantee and Debenture and the assets of the Company set out under clause 3.2 (*Fixed Charges on Non-Vesting and Other Debts*) of the Guarantee and Debenture

#### "Fixtures"

means, in relation to a Property or Scottish Property (as the case may be), all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law

#### "GAAP"

means accounting principles which are for the time being generally acceptable in the United Kingdom

#### "Guarantee"

means, in relation to the Company, the obligations of the Company pursuant to clause 2.1(b) (*Covenant to pay, Guarantees*) and includes the obligations of the Company arising by virtue of clauses 2.2 (*Security Obligor as principal debtor indemnity*) and 13 (*Continuing Security and Other Matters*) to the Guarantee and Debenture

#### "Guarantee and Debenture"

means the Deed of 19 March 2010 between the Company, JVM Casting (Worcester) Limited, JVM Castings Limited and Venture

#### "Indebtedness"

means any obligation for the payment or repayment of money, whether as principal or surety and whether present or future, actual or contingent

#### "Insurances"

means, in relation to the Company, all present and future contracts or policies of insurance (including life assurance policies) taken out by the Company or in which the Company from time to time has an interest

#### "Intellectual Property"

means all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or extensions thereof and wherever in the world subsisting

#### "Inventory"

means inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with a Security Obligor's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them

#### "Leases"

means all agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property or Scottish Property (as the case may be) is subject from time to time and "Lease" shall be construed accordingly

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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

**"Master Facilities Agreement"**

means the master facilities agreement entered into between interalia the Company and Venture dated 19 March 2010

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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><b>"Non-Vesting Debts"</b> means all and any Debts purportedly assigned to Venture pursuant to the Master Facilities Agreement but which do not, for any reason, vest absolutely and effectively in Venture from time to time</p> <p><b>"Other Debts"</b> means (at all times excluding all and any Debts vesting in Venture pursuant to the Master Facilities Agreement and all and any Non-Vesting Debts, and in each case their Related Rights) book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights</p> <p><b>"Property"</b> means freehold and leasehold property wherever situate (other than any heritable property in Scotland) and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and <b>"Properties"</b> means all or any of the same, as the context requires</p> <p><b>"Receivables Account"</b> means the account with the Company's bank, financial institution or other person to which the proceeds of realisation of Other Debts are to be paid</p> <p><b>"Related Rights"</b> has the meaning given to it in the Master Facilities Agreement</p> <p><b>"Rentals"</b> means all rents profits, income, fees and other sums at any time and from time to time payable by any tenants, under-tenants or licensees to the Company pursuant to the terms of a Lease excluding any sums payable in respect of (a) services provided to tenants, under-tenants or licensees (b) insurance premiums and (c) reasonable professional fees and expenses</p> <p><b>"Scottish Property"</b> means heritable and leasehold property situated in Scotland, and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and <b>"Scottish Properties"</b> means all or any of the same, as the context requires</p> <p><b>"Securities"</b> means stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option dividend, distribution, interest, or otherwise in respect thereof</p> <p><b>"Trust Account"</b> has the meaning given to it in the Master Facilities Agreement</p>	





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

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

**COMPANY NO. 2677869  
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE  
DATED 19 MARCH 2010 AND CREATED BY JVM CASTINGS  
(TAMWORTH) LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO VENTURE  
FINANCE PLC 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  
25 MARCH 2010

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 MARCH 2010**



*Companies House*  
— for the record —

*DX/DJ*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES