



Registration of a Charge

Company Name: **BRUSH ELECTRICAL MACHINES LIMITED**

Company Number: **00111849**



Received for filing in Electronic Format on the: **27/09/2021**

XADVX142

Details of Charge

Date of creation: **16/09/2021**

Charge code: **0011 1849 0004**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED**

Brief description: **UK PATENT REGISTRATION NUMBER GB2568055; UK TRADEMARK REGISTRATION NUMBER UK00902330421; AND THOSE ASSETS LISTED IN SCHEDULE 2, PART 5 OF THE INSTRUMENT. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT**

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:

JEANE BENNY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 111849

Charge code: 0011 1849 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th September 2021 and created by BRUSH ELECTRICAL MACHINES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th September 2021 .

Given at Companies House, Cardiff on 28th 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 ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 16 September 2021

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 to this deed (the "**Additional Chargors**" and each an "**Additional Chargor**"); and
- (2) **LUCID TRUSTEE SERVICES LIMITED** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a security agreement dated 11 June 2021 between Faraday Holdco 1 Limited (now Brush Holdco 1 Ltd), Faraday UK Holdco Limited (now Brush UK Holdco Ltd) and OEP Jersey Holdco II Limited (now Brush Jersey Holdco II Limited) as Original Chargors and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Security Agreement**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Security Agreement shall have the same meaning when used in this deed.

1.2 Construction

The provisions of Clause 1.2 (Construction) of the Security Agreement apply to this deed as though they were set out in full in this deed except that references to the Security Agreement shall be construed as references to this deed.

2. ACCESSION OF AND CREATION OF SECURITY BY ADDITIONAL CHARGORS

2.1 Accession

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

2.2 Covenant to pay

Each Additional Chargor covenants, as primary obligor and not only as surety, with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Security Agent).

2.3 Security over material property and other real property

- (a) Each Additional Chargor charges by way of a first legal mortgage all estates or interests in all its Material Property now owned by it.

- (b) Each Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Material Property and all other Real Property and all Related Rights.

2.4 Fixed charge over tangible moveable property

Each Additional Chargor charges, by way of first fixed charge all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights, except to the extent charged under Clause 2.3 (*Security over material property and other real property*).

2.5 Fixed charge over shares

Each Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

2.6 Fixed charge over accounts

Each Additional Chargor charges by way of a first fixed charge all of its rights, title and interest from time to time in respect of any Account, any amount standing to the credit of that account and the debt represented by that account and all Related Rights.

2.7 Fixed charge over intellectual property

Each Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights, in each case, whether registered or not and including all applications for the same.

2.8 Security assignment

- (a) Each Additional Chargor assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights, claims, title and interest from time to time in and to each Relevant Contract of that Additional Chargor and all Related Rights.
- (b) Each Additional Chargor assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of each Insurance Policy of that Additional Chargor (or on its behalf or in which it has an interest) and all Related Rights.
- (c) Each Additional Chargor assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights, claims, title and interest from time to time in and to any Intercompany Receivables of that Additional Chargor and all Related Rights.
- (d) To the extent that any asset expressed to be assigned under this Clause 2.8 is not effectively assigned under this Clause 2.8, each Additional Chargor charges, by way of a first fixed charge, all of its rights, title and interest from time to time in and to such asset.

2.9 Floating charge

- (a) Each Additional Chargor charges by way of first floating charge in favour of the Security Agent all its present and future assets (including assets expressed to be charged or assigned under Clauses 2.3 (*Security over material property and other real property*) to 2.8 (*Security assignment*), whether or not effectively charged or assigned by way of fixed charge under this deed.

- (b) The floating charges created pursuant to paragraph (a) above shall be deferred in point of priority to all Fixed Security validly and effectively created by each Additional Chargor under the Debt Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraphs (c) to (e) of Clause 3.10 (*Floating Charge*) of the Security Agreement will be deemed to be set out in full in this deed, but as if references in that clause to the Security Agreement were references to this deed.
- (d) Each floating charge created by this Clause 2.9 is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. CONSENT OF EXISTING CHARGORS

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Security Agreement.

4. CONSTRUCTION OF SECURITY AGREEMENT

The Security Agreement and this deed shall be read together as one instrument on the basis that references in the Security Agreement to "this Deed" will be deemed to include this deed.

5. NOTICES

Each Additional Chargor confirms that its address details for notices are as follows:

Address: Power House, Excelsior Road, Ashby de la Zouch, United Kingdom LE65 1BU

Facsimile: Steven.Lunau@oneequity.com and Ori.Birnboim@oneequity.com

Attention: Steve Lunau and Ori Birnboim

6. GOVERNING LAW AND JURISDICTION

Clause 27 (*Governing Law and Jurisdiction*) of the Security Agreement will be deemed to be set out in full in this deed, but as if references in that Clause to the Security Agreement were references to this deed.

IN WITNESS whereof this deed has been duly executed on the date first above written.

SCHEDULE 1

The Additional Chargors

Company name	Registered number
Brush Electrical Machines Limited	00111849
Brush Transformers Limited	00589650
Hawker Siddeley Switchgear Limited	00370559

SCHEDULE 2

Part 1

Shares

Name of the Chargor holding the shares	Name of the company issuing the shares	Number and class
Brush Electrical Machines Limited	Harrington Generators International Limited	100 £1.00 Ordinary shares 100 £1.00 Ordinary-A shares
Brush Electrical Machines Limited	Brush Properties Limited	25,000,000 £0.20 Ordinary shares
Brush Electrical Machines Limited	Brush Scheme Trustees Limited	1 £1.00 Ordinary share
Brush Electrical Machines Limited	Brush Electrical Engineering Company Limited	1,450,000 £1.00 Ordinary shares
Brush Electrical Machines Limited	Danks Holdings Limited	100 £1.00 Ordinary shares
Brush Electrical Machines Limited	Hawker Siddeley Switchgear Limited	6,200,000 £0.25 Ordinary shares
Brush Electrical Machines Limited	Brush Transformers Limited	100 £1.00 Ordinary shares
Hawker Siddeley Switchgear Limited	Brush Switchgear Limited	199 £0.50 Ordinary shares ¹

¹ For the avoidance of doubt, as at the date of this deed, this is 99.5% of the shares in Brush Switchgear Limited.

Part 2

Accounts

Name of the Chargor holding the account	Name of the account bank	Account number
Hawker Siddeley Switchgear Limited	Barclays Bank plc	[REDACTED] 32
Brush Electrical Machines Limited	Barclays Bank plc	[REDACTED] 37
Brush Transformers Limited	Barclays Bank plc	[REDACTED] 22

Part 3

Material Property

None as at the date of this deed.

Part 4

Relevant Contracts

None as at the date of this deed.

Part 5

Intellectual Property

Trade marks			
Proprietor	TM number	Jurisdiction/ apparent status	Class(es)
Brush Electrical Machines Limited	UK00902330421	EUIPO	7, 9, 11, 12, 37, 42
Brush Electrical Machines Limited	UK00902330421	United Kingdom	7, 9, 11, 12, 37, 42
Brush Electrical Machines Limited	1217985	W.I.P.O.	7, 9, 37, 42
Brush Electrical Machines Limited	UK00000759312	United Kingdom	12
Brush Electrical Machines Limited	UK00900885764	EUIPO	7, 9, 37, 42
Brush Electrical Machines Limited	UK00900885764	United Kingdom	7, 9, 37, 42
Hawker Siddeley Switchgear Limited (trading as BRUSH Switchgear)	Pending registration, (application number 3675444)	United Kingdom	9, 37, 42
Hawker Siddeley Switchgear Limited (trading as BRUSH Switchgear)	Pending registration (application number 3675451)	United Kingdom	9, 37, 42

Patents	
Proprietor/ADP Number	Patent number
Brush Electrical Machines Limited	18800289.3
Brush Electrical Machines Limited	GB2568055
Hawker Siddeley Switchgear Limited	GB2566996
Hawker Siddeley Switchgear Limited	GB2018623.5
Hawker Siddeley Switchgear Limited	EP3216042

Domain Names	
Chargor	Domain Name
Brush Electrical Machines Limited	Brush Academy.eu
Brush Electrical Machines Limited	Hgigenerators.com
Brush Electrical Machines Limited	Brushaftermarke.eu
Brush Electrical Machines Limited	Brushfalcon.net
Brush Electrical Machines Limited	Brushelectric.eu
Brush Electrical Machines Limited	Brushelectric.com
Brush Electrical Machines Limited	Brush.org.uk
Brush Electrical Machines Limited	Brushturbo.com
Brush Electrical Machines Limited	Brushjobs.com
Brush Electrical Machines Limited	Brushjobs.eu
Brush Electrical Machines Limited	Brushturbo.co.uk
Brush Electrical Machines Limited	Brushelectric.org.uk
Brush Electrical Machines Limited	Brushturbogenerator.co.uk
Brush Electrical Machines Limited	Brushturbogenerators.com
Brush Electrical Machines Limited	Brushturbogenerator.com
Brush Electrical Machines Limited	Brushturbogenerator.eu
Brush Electrical Machines Limited	Fki-et.co.uk
Brush Electrical Machines Limited	Fki-et.com
Brush Electrical Machines Limited	Brushelectric.co.uk
Brush Electrical Machines Limited	Fkibrush.eu
Brush Electrical Machines Limited	Brushbbp.eu
Brush Electrical Machines Limited	Prismic.co.uk
Brush Electrical Machines Limited	Brushturbogenerator.org.uk
Brush Electrical Machines Limited	Brushturbo.eu

Brush Electrical Machines Limited	Hgiparts.com
Brush Electrical Machines Limited	Hgiparts.co.uk
Brush Electrical Machines Limited	hgigenerators.co.uk
Brush Electrical Machines Limited	harringtongen.co.uk
Brush Electrical Machines Limited	hgisales.com
Brush Electrical Machines Limited	hgiresilience.com
Brush Electrical Machines Limited	hgiservice.com
Brush Electrical Machines Limited	hgitecoms.com
Brush Electrical Machines Limited	hgiservice.co.uk
Brush Electrical Machines Limited	generatorsales.co.uk
Brush Electrical Machines Limited	harrington-international.co.uk
Brush Electrical Machines Limited	harringtongenerators.co.uk
Brush Electrical Machines Limited	power4you.co.uk
Hawker Siddeley Switchgear Limited	Brushswitchgear.com
Hawker Siddeley Switchgear Limited	hss-ltd.com
Hawker Siddeley Switchgear Limited	brushswitchgear.co.uk
Hawker Siddeley Switchgear Limited	brushswitchgear.com
Hawker Siddeley Switchgear Limited	brushswitchgear.uk
Hawker Siddeley Switchgear Limited	fitandforget.co.uk
Hawker Siddeley Switchgear Limited	fkiswitchgear.com
Hawker Siddeley Switchgear Limited	hawkersiddeleyswitchgear.co.uk
Hawker Siddeley Switchgear Limited	hawkersiddeleyswitchgear.com
Hawker Siddeley Switchgear Limited	hawkersiddeleyswitchgear.net
Hawker Siddeley Switchgear Limited	hss-ltd.com
Hawker Siddeley Switchgear Limited	hssswitchgear.co.uk
Hawker Siddeley Switchgear Limited	hssswitchgear.com
Hawker Siddeley Switchgear Limited	hssswitchgear.net
Hawker Siddeley Switchgear Limited	fkiswitchgear.com

Hawker Siddeley Switchgear Limited	fkiswitchgear.net
Hawker Siddeley Switchgear Limited	fkiswitchgear.org.uk

SIGNATORIES

Additional Chargors

EXECUTED AS A DEED

**BRUSH ~~ELECTRICAL~~ MACHINES
LIMITED**

By:

[Redacted signature block]

Director

Director

EXECUTED AS A DEED

BRUSH ~~TRANSFORMERS~~ LIMITED

By:

[Redacted signature block]

Director

Director

EXECUTED AS A DEED

**HAWKER ~~SIDDELEY~~ SWITCHGEAR
LIMITED**

By:

[Redacted signature block]

Director

Director

Security Agent

LUCID TRUSTEE SERVICES LIMITED

By: Christian Hahn
Transaction Manager

