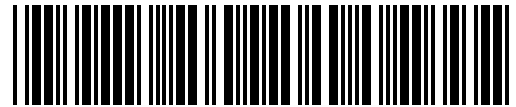




Registration of a Charge

Company Name: **DAVID BROWN SANTASALO UK (INDUSTRIAL) LTD**

Company Number: **06677806**



Received for filing in Electronic Format on the: **02/01/2024**

XCTVFWUA

Details of Charge

Date of creation: **22/12/2023**

Charge code: **0667 7806 0002**

Persons entitled: **ALTER DOMUS TRUSTEES (UK) LIMITED (AS SECURITY AGENT FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT))**

Brief description: **UK TRADEMARK NUMBER UK0002070233B AND THE OTHER INTELLECTUAL PROPERTY LISTED IN PART 4 OF SCHEDULE 1 OF THE INSTRUMENT. FOR FURTHER DETAIL 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 S859G OF THE COMPANIES ACT 2006, THIS IS A TRUE, COMPLETE AND CORRECT COPY OF THE ELECTRONICALLY EXECUTED ORIGINAL INSTRUMENT.**

Certified by:

LILLY ALAMIR, SOLICITOR, DLA PIPER UK LLP, LONDON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6677806

Charge code: 0667 7806 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2023 and created by DAVID BROWN SANTASALO UK (INDUSTRIAL) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd January 2024 .

Given at Companies House, Cardiff on 3rd January 2024

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**

Debenture Accession Deed

THIS ACCESSION DEED is made on

22 December 2023

BETWEEN

- (1) **DAVID BROWN SANTASALO UK (INDUSTRIAL) LTD** a company incorporated in England & Wales with registered number 06677806 (the **Acceding Company**);
- (2) **GEAR MIDCO SARL** (the **Parent**); and
- (3) **ALTER DOMUS TRUSTEES (UK) LIMITED** (as Security Agent for the Secured Parties (as defined below)) (the **Security Agent**).

BACKGROUND

This Accession Deed is supplemental to a group debenture dated 9 May 2023 and made between (1) the Chargors named in it and (2) the Security Agent (the **Group Debenture**).

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Group Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed) and the following terms have the following meanings:

"Business Sale and Purchase Agreement" means the sale and purchase agreement between the Chargor as seller and David Brown Santasalo UK (Industrial) Ltd as buyer; and

"Effective Date" means the date on which Completion under and as defined in the Business Sale and Purchase Agreement occurs.

(b) Construction

Clause 1.2 (*Interpretation*) of the Group Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2 ACCESSION OF THE ACCEDING COMPANY

(a) Accession

With effect from the Effective Date, the Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Group Debenture; and
- (ii) creates and grants at the Effective Date the charges, mortgages, assignments and other security which are stated to be created or granted by the Group Debenture,

as if it had been an original party to the Group Debenture as one of the Chargors.

I certify that, save for material redacted pursuant to s859A of the Companies Act 2006, this is a true, complete and correct copy of the electronically executed original instrument.



29 December 2023, DLA Piper UK LLP

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), the Acceding Company (jointly and severally with the other Chargors), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Group Debenture.

(c) Charge and assignment

Without prejudice to the generality of clause 2(a) (*Accession*), the Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 6 (*Floating charge*) of the Group Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in Part 1 of Schedule 1 (*Details of Security Assets owned by the Acceding Company*) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in Part 2 of Schedule 1 (*Details of Security Assets owned by the Acceding Company*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Charged Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in Part 3 of Schedule 1 (*Details of Security Assets owned by the Acceding Company*) (if any)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in Part 4 of Schedule 1 (*Details of Security Assets owned by the Acceding Company*) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in Part 5 of Schedule 1 (*Details of Security Assets owned by the Acceding Company*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified in Part 6 of Schedule 1 (*Details of Security Assets owned by the Acceding Company*) (if any)), all claims under the Insurances and all proceeds of the Insurances.

(d) Representations

The Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) the Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified in Schedule 1 (*Error! Reference source not found.*);
- (ii) the Charged Securities listed in Schedule 1 to the Accession Deed (*Details of Security Assets owned by the Acceding Company*) constitute the entire share capital owned by the Acceding Company in the relevant company; and
- (iii) Part 1 of Schedule 1 (*Details of Security Assets owned by the Acceding Company*) identifies all freehold and leasehold Real Property which is beneficially owned by the Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to clause 24.3 (*Accession Deed*) of the Group Debenture, the Parent (as agent for itself and the existing Chargers):

- (i) consents to the accession of the Acceding Company to the Group Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Group Debenture shall, after the date of this Accession Deed, be read and construed as if the Acceding Company had been named in the Group Debenture as a Chargor.

3 CONSTRUCTION OF GROUP DEBENTURE

This Accession Deed shall be read as one with the Group Debenture so that all references in the Group Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4 THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Group Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5 NOTICE DETAILS

Notice details for the Acceding Company are those identified with its name below.

6 COUNTERPARTS

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

7 GOVERNING LAW AND JURISDICTION

- (a) This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- (b) Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Accession Deed or its subject matter or formation.

- (c) The parties to this Accession Deed agree that, for the benefit of the Security Agent only, nothing in this Accession Deed shall limit the right of the Security Agent to bring any legal action against the Chargor in any other court of competent jurisdiction.

IN WITNESS of which this Accession Deed has been duly executed by the Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by the Acceding Company and the Parent.

SCHEDULE 1

Details of Security Assets owned by the Acceding Company

Part 1 - Real Property

None at the date of this Accession Deed.


Part 2 - Charged Securities


None at the date of this Accession Deed.

Part 3 - Charged Accounts

None at the date of this Accession Deed.

Part 4 - Intellectual Property

Part 4A – Trademarks						
Mark	Country	Classes	Filing Date Registration Date	Renewal Date	Trademark No.	Goods Description
 POWER PLANT GEARS	United Kingdom	7, 37	29-May-1996 20-Dec-1996	01-May-2026	UK0002070233B	Class 7: Gears, gear boxes, and gear transmissions. Class 37: Service, repair and maintenance of gears, gear boxes, and gear transmissions.

	United Kingdom	7, 37	01-May-1996 20-Dec-1996	01-May-2026	UK0002070233A	Class 7: Gears, gear boxes, and gear transmissions. Class 37: Service, repair and maintenance of gears, gear boxes, and gear transmissions.
---	----------------	-------	----------------------------	-------------	---------------	--

Part 4B - Patents					
Proprietor	ADP number	Patent number	Description		
David Brown Santasalo UK Limited	10402980001	GB2514167	Planetary gear assembly		
David Brown Santasalo UK Limited	10402980001	GB2537240	Planetary gear assembly		
David Brown Santasalo UK Limited	10402980001	GB2515540	Lubrication of Gear Coupling		

Part 5 - Relevant Contracts

None at the date of this Accession Deed.

Part 6 - Insurances

None at the date of this Accession Deed.


EXECUTION VERSION

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANY

Executed as a deed, but not delivered until the)
first date specified on page 1, by **DAVID BROWN**)
SANTASALO UK (INDUSTRIAL) LTD acting)
by:

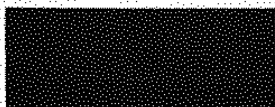
Signature of Director



Name of Director

David Armitt

Signature of Director



Name of Director

Stewart Macintosh

Address:

Email:



Attention: Stewart Macintosh, Group CFO

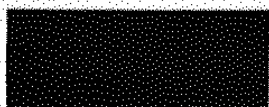
Address: Park Works Park Road,
Lockwood, Huddersfield, West Yorkshire HD4
5DD

EXECUTION VERSION

THE PARENT

Executed as a deed, but not delivered until the)
first date specified on page 1, by **GEAR MIDCO**)
SARL acting by:)

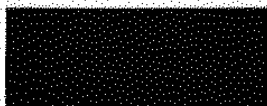
Signature of Manager



Name of Manager

David Armitt

Signature of Manager



Name of Manager

Stewart Macintosh

THE SECURITY AGENT

Signed by _____ for and on behalf
of **ALTER DOMUS TRUSTEES (UK)**
LIMITED:

)
)
Signature

Address:

Email:

Attention: