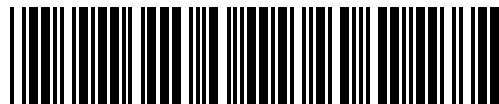




Registration of a Charge

Company Name: **VITESCO TECHNOLOGIES UK LIMITED**

Company Number: **02375012**



Received for filing in Electronic Format on the: **05/05/2021**

XA3UOI0P

Details of Charge

Date of creation: **29/04/2021**

Charge code: **0237 5012 0001**

Persons entitled: **BANK MENDES GANS N.V.**

Brief description:

Contains fixed charge(s).

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: **VM VAN BUEREN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2375012

Charge code: 0237 5012 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th April 2021 and created by VITESCO TECHNOLOGIES UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th May 2021 .

Given at Companies House, Cardiff on 6th May 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**

Confidential

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Deed of Pledge

This Deed of Pledge is dated April 29, 2021 and made between:

- 1 **Vitesco Technologies UK Ltd.**, a company incorporated under the laws of England and Wales, with its registered office and place of business at 36 Gravelly Industrial Park, B24 8TA Birmingham West Midlands, United Kingdom (the **Customer**);

and

- 2 **Bank Mendes Gans N.V.**, a company limited by shares incorporated under the laws of the Netherlands, with its registered office and place of business at Herengracht 619, 1017 CE Amsterdam, the Netherlands (the **Bank**);

sub 1 and 2 referred to as the **Parties**;

whereas:

- 1 the Customer and the Bank entered into the Cash Pool Agreement (as defined below);
- 2 in relation to the Cash Pool Agreement the Parties have agreed to enter into this Deed of Pledge on the terms set out herein;

It is agreed as follows:

1 Interpretation

1.1 Definitions

In this Deed of Pledge:


Account means each bank account opened pursuant to the terms of the Cash Pool Agreement and in the context of the Cash Pool by, and held in the name of, a Customer with the Bank;

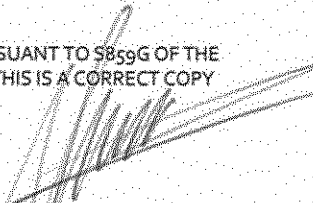
Cash Pool Agreement means the Cash Pool Agreement originally dated April 1, 2021 between the Principal Customer, the other Customers and the Bank as amended, restated, novated, renewed, replaced or otherwise varied from time to time and to which the Customer acceded via an Accession Agreement dated April 29, 2021;

Secured Obligations means all present and future obligations (including but not limited to payment obligations) at any time, and from time to time, due or incurred by any Customer to the Bank, under or in connection with the Cash Pool Agreement or any Account.

- 1.2 Capitalised terms not otherwise defined in this Deed of Pledge have the meaning given to them in the Cash Pool Agreement.

EXCEPT FOR MATERIAL REDACTED PURSUANT TO SB59G OF THE COMPANIES ACT 2006, I CERTIFY THAT THIS IS A CORRECT COPY OF THE ORIGINAL DOCUMENT.


E.J.D. Dirksen
Executive Vice President


N.F.J. Braspenning
Managing Director

member of ING 

2 Pledge**2.1 Pledge over claims**

- a As security for the fulfilment of the Secured Obligations of all Customers, the Customer hereby pledges to the Bank all its present and future claims on the Bank arising from, or in connection with, its Accounts (i.e. credit balances) and the Cash Pool Agreement. The Bank hereby accepts this pledge. The rights of pledge pursuant to this Clause 2.1 are created as a disclosed first ranking right of pledge.
- b This Deed of Pledge constitutes the notices of pledge to the Bank (as obligor of the pledged claims) and, by executing this Deed of Pledge, the Bank confirms to have received these notices of pledge.

2.2 Collection of claims

Notwithstanding the pledges over the claims arising from, or in connection with, the Accounts (i.e. credit balances) and the Cash pool Agreement, the Customer is hereby authorized to collect and utilize its claims, and for such purpose, to give payment instructions to the Bank (as obligor of these claims). Upon and after the occurrence of a Customer Termination Event, the Bank (as pledgee) may terminate the authority of the Customer referred to under this Clause 8.2.

2.3 Enforcement

- a Upon and after the occurrence of a Customer Termination Event, the Bank will be entitled (but not obliged) at the expense of the Customers:
 - 1 to enforce its rights of pledge pursuant to Clause 2.1,
 - 2 to collect those claims arising from, or in connection with, the Accounts (i.e. credit balances) and the Cash Pool Agreement, and
 - 3 to convert the currency of any of those claims into the Base Currency, or such other currency, as the Bank will deem fit.
- b The Bank will apply the net proceeds of the claims received by it under Clause 2.3.a, after payment of the costs of enforcement, in or towards payment of the Secured Obligations, in such manner and order the Bank will determine.

3 Further assurances

- 3.1 The Customer agrees to execute such documents and to do all such further acts and things as may be necessary or desirable to give full effect and force to the provisions of this Deed of Pledge and the matters contemplated herein.
- 3.2 Notwithstanding the pledge created under this Deed of Pledge, all other terms and conditions of the Cash Pool Agreement remain in full force and effect.

Confidential

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95/95**4 Applicable law and jurisdiction**

- 4.1 This Deed of Pledge and all non-contractual obligations resulting from, or in connection with, this Deed of Pledge, will be governed by, and be construed, in all respects in accordance with the laws of the Netherlands.
- 4.2 Each of the Parties agrees that the courts of the Netherlands in Amsterdam will have exclusive jurisdiction to hear and determine in the first instance any suit, action and proceeding, and to settle any disputes which may arise out of, or in connection with, this Deed of Pledge.

Signatures

Vitesco Technologies UK Ltd.

REDACTED
UNDER S859G OF
THE COMPANIES ACT 2006

by:  NEIL SPRAGG
title: MANAGING DIRECTOR

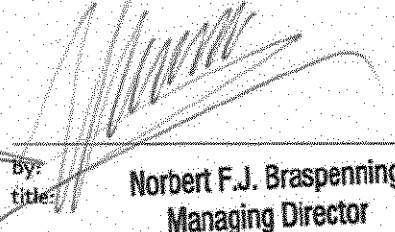
Bank Mendes Gans N.V.



by: E.J.D. Dirksen
title: Executive Vice President

REDACTED UNDER S859G
OF THE COMPANIES ACT
2006

by: Stephan Hoessl
title: Managing Director



by: Norbert F.J. Braspenning
title: Managing Director