

**Deed of pledge
of moveable property**

THE UNDERSIGNED:

1. **[NAME]**, having its registered office at [ADDRESS], [POSTCODE] [TOWN/CITY], and electing domicile there, hereinafter referred to as **the Pledgee**;

and
2. **[NAME]**, having its registered office at [ADDRESS], [POSTCODE] [TOWN/CITY], and electing domicile there, hereinafter referred to as **the Pledgor**;

The parties referred to below under 1 and 2 are also referred to hereinafter individually as "**Party**" and jointly as the "**Parties**";

WHEREAS:

- the Pledgor and the Pledgee entered into an agreement on [DATE] under which the Pledgee will cultivate a number of plants for the Pledgor from seeds made available by the Pledgor, hereinafter referred to as the "**Products**", subject to the terms and conditions laid down by the Parties in the aforementioned agreement, hereinafter referred to as the "**Agreement**", which has been appended to this deed of pledge;
- as security for correct fulfilment of the Pledgor's payment obligations arising from the Agreement, the Pledgee wishes to acquire a right of pledge on the Products;
- the Pledgor is willing to grant the Pledgee the aforementioned right of pledge;

AGREE AS FOLLOWS:

Article 1

The Pledgor grants a pledge to the Pledgee - which the Pledgee accepts from the Pledgor - on all Products, hereinafter referred to as the collateral, as security for the payment of all claims that the Pledgee has or may at any time have against the Pledgor arising from the Agreement, according to the Pledgee's records.

Article 2

The Pledgor is entitled to dispose of the collateral only in the normal course of its business or profession, provided that the collateral is simultaneously replaced.

Article 3

The Pledgor is obliged at times determined by the Pledgee and also at the Pledgee's first such request to submit or send to the Pledgee a list signed by the Pledgor giving a precise account of the Products that the Pledgor has pledged to the Pledgee by virtue of this deed of pledge.

Article 4

The Pledgor declares that it is entitled to pledge the Products and that it has not transferred the goods pledged in accordance with article 1 in advance (as future property) or established a restricted right to them to the benefit of another party.

The Pledgor declares that the collateral is not encumbered with restricted rights.

Article 5

1. For the performance of this agreement, the Pledgee and the Pledgor irrevocably elect domicile at the address stated at the top of this deed of pledge.
2. All disputes between the Parties shall be brought in first instance before the court that has territorial jurisdiction. This applies without prejudice to the Pledgee's right to enforce its entitlements before another competent court, also if and insofar as the Pledgor is not a private individual.

Article 6

By means of this deed the Pledgor authorises the Pledgee irrevocably to have the pledge enshrined in an authentic deed, acting partly on the Pledgor's behalf.

The Pledgor hereby also authorises the Pledgee to have an original copy of this deed of pledge registered with the Netherlands Tax and Customs Administration, Rotterdam Office, Cluster Registration, PO Box 50963, 3007 BE Rotterdam, The Netherlands.

Thus signed in duplicate, in [TOWN/CITY] / [TOWN/CITY] on [DATE].

Pledgee

Pledgor

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