



Registration of a Charge

Company Name: **1994 INC LTD**

Company Number: **07296567**



Received for filing in Electronic Format on the: **24/06/2021**

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Details of Charge

Date of creation: **10/06/2021**

Charge code: **0729 6567 0002**

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: 7296567

Charge code: 0729 6567 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th June 2021 and created by 1994 INC LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2021 .

Given at Companies House, Cardiff on 25th June 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**



EXCEPT FOR MATERIAL REDACTED PURSUANT TO S859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THIS IS A CORRECT COPY OF THE ORIGINAL DOCUMENT.

E.J.D. Dirksen
Executive Vice President

M.F.J. Braspenning
Managing Director

Deed of Pledge

This Deed of Pledge is dated June 10, 2021 and made between:

- 1 1994 INC LTD, a company incorporated under the laws of England and Wales, United Kingdom, with its registered office and place of business at 255261 Horn Lane, Acton, W39EH London, 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 October 12, 2012 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 <u>June 10, 2021</u> ;
Secured Liabilities	means any and all present and future payment obligations and liabilities of each of the Customers to the Bank, arising under or in connection with the Accounts.

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

2 Pledge

2.1 Pledge over claims

- a As security for the fulfilment of the Secured Liabilities 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 o 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). In case of a material breach of the Customer of any of its obligations under or in connection with the Cash Pool Agreement or in case insolvency or similar proceedings having been commenced by or instituted against the Customer, the Bank (as pledgee) may terminate the authority of the Customer referred to under this Clause 2.2.

2.3 Enforcement

- a. In case of a material breach of the Customer of any of its obligations under or in connection with the Cash Pool Agreement or in case insolvency or similar proceedings having been commenced by or instituted against the Customer, 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 2.3a, after payment of the costs of enforcement, in or towards payment of the Secured Liabilities, 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.

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.

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Signatures

1994 INCLTD

REDACTED
UNDER S859G OF
THE COMPANIES ACT 2006

By: *Daniel J. Bailey*
Title: *Managing Director*

[Signature]
Title: *Managing Director N.V.*

By: *[Signature]*
Title: *Executive Vice President*

[Signature]
Title: *Managing Director*

Norbert F.J. Braspenning
Managing Director