



**Registration of a Charge**

Company Name: **GOHENRY LIMITED**

Company Number: **06146113**



Received for filing in Electronic Format on the: **24/08/2021**

XABLB2N4

**Details of Charge**

Date of creation: **16/08/2021**

Charge code: **0614 6113 0003**

Persons entitled: **PACIFIC WESTERN BANK**

Brief description: **N/A**

**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: **GRANT DOCHERTY**



## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6146113

Charge code: 0614 6113 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th August 2021 and created by GOHENRY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th August 2021 .

Given at Companies House, Cardiff on 25th August 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

**PLEDGE AND SECURITY AGREEMENT**

This PLEDGE AND SECURITY AGREEMENT (this "Agreement") is made as of August 16, 2021, by and between GOHENRY LIMITED, a company incorporated and registered in England and Wales with company number 06146113 and having its registered office at 9 Angel Court, High Street, Lymington, Hampshire, SO41 9AP ("Pledgor"), and Pacific Western Bank, a California state-chartered bank ("Bank").

RECITALS

Bank has made certain credit extensions to goHenry Inc., a Delaware corporation (the "Company"), pursuant to that certain Loan and Security Agreement dated on or about the date of this Agreement (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Because Pledgor expects to derive economic benefit from Bank's doing so and dealing with the Company in accordance with the Loan Agreement, Pledgor has agreed to guarantee the Company's obligations under the Loan Agreement and to secure its guarantee with a charge over Pledgor's personal property, including the Shares. All initially capitalized terms used without definition in this Agreement shall have the meaning assigned to them in the Loan Agreement. All initially capitalized terms used without definition in this Agreement or in the Loan Agreement shall have the meaning assigned to them in the Code.

NOW, THEREFORE, Pledgor and Bank agree as follows:

1. Pledge of Collateral.

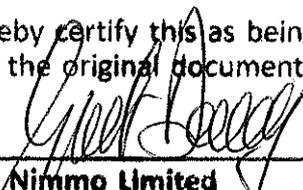
(a) As used herein, "Shares" means 100% of the issued and outstanding capital stock, membership units or other securities owned or held of record by Pledgor in the Company.

(b) Pledgor hereby pledges, assigns and grants to Bank a security interest in all the Shares, together with all proceeds and substitutions thereof, all cash, stock and other moneys and property paid thereon, all rights to subscribe for securities declared or granted in connection therewith, and all other cash and noncash proceeds of the foregoing, as security for the performance of the Obligations. Pledgor shall cause the books of the Company and any transfer agent to reflect the pledge of the Shares. Upon the occurrence and during the continuance of an Event of Default hereunder, Bank may effect the transfer of any securities included in the Collateral (including but not limited to the Shares) into the name of Bank and, if such securities are certificated, cause new certificates representing such securities to be issued in the name of Bank or its transferee. Unless an Event of Default has occurred and is continuing, Pledgor may exercise any voting rights with respect to the Shares and give consents, waivers and ratifications in respect thereof, provided that no vote may be cast or consent, waiver or ratification given or action taken that would be inconsistent with any of the terms of this Agreement or that would constitute or create any violation of any of such terms. All such rights to vote and give consents, waivers and ratifications will terminate upon the occurrence and during the continuance of an Event of Default.

(c) Pledgor authorizes Bank to file such financing statements, and take such other actions, as Bank determines from time to time may be necessary or appropriate to perfect the security interest granted hereunder in the Shares.

(d) The pledge of a security interest in the Shares hereunder remains in effect for the term of this Agreement notwithstanding any release by Bank of any other collateral in connection with the Loan Agreement or any other agreement in effect between Bank and Pledgor, now or hereafter arising.

1 We hereby certify this as being a true copy of the original document

Signed:   
**Rooney Nimmo Limited**  
8 Walker Street, Edinburgh EH3 7LA

2. Representations, Warranties and Covenants. Pledgor represents and warrants to and covenants with Bank that:

(a) Pledgor has full power and authority to create a first Lien on the Shares. No disability or contractual obligations exists that would prohibit Pledgor from pledging the Shares pursuant to this Agreement. To Pledgor's knowledge, there are no subscriptions, warrants, rights of first refusal or other restrictions on transfer relative to, or options exercisable with respect to, the Shares. The Shares have been and will remain duly authorized and validly issued, and are fully paid and non-assessable. To Pledgor's knowledge, the Shares are not the subject of any present or threatened suit, action, arbitration, administrative or other proceeding, and Pledgor knows of no reasonable grounds for the institution of any such proceedings;

(b) As of the date hereof, the Shares are uncertificated. Within ten (10) Business Days after any certification of any of the Shares, Pledgor will deliver to Bank the certificate or certificates for such Shares, together with instruments of assignment duly governing those Shares; and

(c) Pledgor shall not create, incur, assume or allow any Lien with respect to the Shares except for Permitted Liens, and Pledgor shall not transfer, encumber, dispose of, withdraw, or otherwise direct the payment of any proceeds, interest, or amounts payable with respect to the Shares for so long as it is subject to this Agreement.

All the above representations and warranties shall survive the making of this Agreement.

3. Events of Default. Each of the following shall constitute an event of default ("Event of Default") hereunder:

(a) The occurrence and continuance of an event of default under the Loan Agreement, or in any other present or future agreement between Pledgor and Bank or any borrower under the Loan Agreement and Bank; or

(b) The breach of any provision of this Agreement by Pledgor or the failure by Pledgor to observe or perform any of the provisions of this Agreement.

4. Bank's Remedies Upon Default.

Upon the occurrence of an Event of Default, Bank shall have the right to exercise all such rights as a secured party under the North Carolina Uniform Commercial Code (the "Code") as it, in its sole judgment, shall deem necessary or appropriate. After the disposal of any of the Shares, Bank may deduct all reasonable legal and other expenses and attorney's fees for protecting its interests and enforcing its remedies under the Loan Agreement and this Agreement and shall apply the residue of the proceeds to, or hold as a reserve against, the Obligations in such manner as Bank in its sole discretion shall determine, and shall pay the balance, if any, to Pledgor or otherwise, in accordance with applicable law.

Bank's rights and remedies under this Agreement, the Loan Agreement, and all other agreements shall be cumulative. Bank shall have all other rights and remedies not inconsistent herewith as provided under the Code, by law, or in equity. No exercise by Bank of one right or remedy shall be deemed an election, and no waiver by Bank of any Event of Default on Pledgor's part shall be deemed a continuing waiver. No delay by Bank shall constitute a waiver, election, or acquiescence by it. No waiver by Bank shall be effective unless made in a written document signed on behalf of Bank and then shall be effective only in the specific instance and for the specific purpose for which it was given.

Pledgor expressly agrees that this Section may not be waived or modified by Bank by course of performance, conduct, estoppel or otherwise.

5. Waivers: Indemnification.

(a) Demand; Protest. Except as otherwise provided in this Agreement, Pledgor waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment and any other notices relating to the obligations hereunder and under the Loan Agreement.

(b) Indemnification. Pledgor shall defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement; and (b) all losses or expenses in any way suffered, incurred, or paid by Bank, its officers, employees and agents as a result of or in any way arising out of, following, or consequential to transactions between Bank and Pledgor whether under this Agreement, or otherwise (including without limitation reasonable attorneys' fees and expenses), except for losses caused by Bank's gross negligence or willful misconduct.

6. Notices. Unless otherwise provided in this Agreement, all notices or demands by any party relating to this Agreement or any other agreement entered into in connection herewith shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by a recognized overnight delivery service, certified mail, postage prepaid, return receipt requested, or by telefacsimile to Pledgor or to Bank, as the case may be, at its addresses set forth below:

If to Pledgor: GoHenry Limited  
9 Angel Court, High Street  
Lymington, Hampshire SO41 9AP  
Attn: Cecile Marret  
Email: [REDACTED]

If to Bank: Pacific Western Bank  
406 Blackwell Street, Suite 240  
Durham, North Carolina 27701  
Attn: Loan Operations Manager  
Email: [REDACTED]

with a copy to: Pacific Western Bank  
475 Fifth Avenue, 18<sup>th</sup> Floor  
New York, New York 10017  
Attn: Ruslan Sergeev  
Email: [REDACTED]

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other.

7. Choice of Law and Venue; Jury Trial Waiver.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of North Carolina, without regard to principles of conflicts of law. Jurisdiction shall lie in the State of North Carolina. BANK AND PLEDGOR EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL

BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY BANK OR PLEDGOR, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM. If the jury waiver set forth in this Section 7 is not enforceable, then any dispute, controversy or claim arising out of or relating to this Agreement, the Loan Documents or any of the transactions contemplated therein shall be settled by final and binding arbitration held in Durham County, North Carolina in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with those rules. The arbitrator shall apply North Carolina law to the resolution of any dispute, without reference to rules of conflicts of law or rules of statutory arbitration. Judgment upon any award resulting from arbitration may be entered into and enforced by any state or federal court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this Section. The expenses of the arbitration, including the arbitrator's fees and expert witness fees, incurred by the parties to the arbitration may be awarded to the prevailing party, in the discretion of the arbitrator, or may be apportioned between the parties in any manner deemed appropriate by the arbitrator. Unless and until the arbitrator decides that one party is to pay for all (or a share) of such expenses, both parties shall share equally in the payment of the arbitrator's fees as and when billed by the arbitrator.

8. General Provisions.

8.1 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties and shall bind all persons who become bound as a debtor to this Agreement; provided, however, that neither this Agreement nor any rights hereunder may be assigned by Pledgor without Bank's prior written consent, which consent may be granted or withheld in Bank's sole discretion. Bank shall have the right without the consent of or notice to Pledgor to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Bank's obligations, rights and benefits hereunder.

8.2 Time of Essence. Time is of the essence for the performance of all obligations set forth in this Agreement.

8.3 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

8.4 Amendments in Writing, Integration. This Agreement cannot be amended or terminated orally. All prior agreements, understandings, representations, warranties, and negotiations between the parties hereto with respect to the subject matter of this Agreement, if any, are merged into this Agreement and with any other written agreement concerning the Obligations previously entered into by the parties.

8.5 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

8.6 Survival. All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any Obligations remain outstanding. The obligations of Pledgor to indemnify Bank with respect to the expenses, damages, losses, costs and liabilities described in this Agreement shall survive until all applicable statute of limitations periods with respect to actions that may be brought against Bank have run.

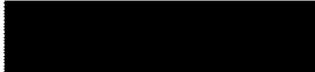
8.7 Term. This Agreement shall remain in effect so long as any Obligation, whether or not contingent or unliquidated, now or hereafter arising, remains in existence.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Bank:

PACIFIC WESTERN BANK

By: 

Name:

Samantha Mental

Title:

VP

Pledgor:

Executed as a deed, but not delivered until the first )  
date specified on page 1, by GOHENRY )  
LIMITED acting by: )

Director \_\_\_\_\_

Witness signature \_\_\_\_\_

Witness name: \_\_\_\_\_

Witness address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Bank:

PACIFIC WESTERN BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Pledgor:

Executed as a deed, but not delivered until the first )  
date specified on page 1, by GOHENRY )  
LIMITED acting by: )  
*BRYAN DAVID ROCHE*

Director



Witness signature \_\_\_\_\_



Witness name: *SMON O' SULLIVAN*

Witness address:

