

PLEDGE AGREEMENT

September 9, 2022

Town of Marblehead
Abbot Hall
188 Washington Street
Marblehead, MA 01945

The undersigned (hereinafter referred to as the “Pledgor”) has delivered, or caused to be delivered, to you the following described securities owned by the Pledgor:

10,000 shares of Common Stock of Pleasant Street Investment Corporation, a Massachusetts corporation (the “Corporation”), represented by Stock Certificate No. 1 of the Corporation (the “Pledged Shares”), which Pledged Shares represent all of the issued and outstanding securities of the Corporation as of the date hereof,

and the Pledgor does hereby pledge the same to you upon the terms herein stated as security for the prompt payment all of your funds on deposit with the Pledgor now or at any time in the future, said deposit obligations of Pledgor to you being hereinafter referred to collectively as the Secured Obligations and each individually as a “Secured Obligation”.

As used herein, the term “Collateral” shall mean the Pledged Shares, all additional shares of the Corporation from time to time acquired by Pledgor in any manner (which additional shares shall be deemed to be part of the Pledged Shares) and the certificates representing such additional shares, and all property or proceeds from time to time distributed in respect of or in exchange for any or all of such shares. Pledgor is granting a lien to the Town of Marblehead pursuant to the provisions of M.G.L. c. 167D, §21 and 12 USC §90.

At any time after the default by the Pledgor in the prompt payment of any Secured Obligation or in the performance of any other obligation hereunder and the continuance of such default for thirty (30) days after written notice to Pledgor, or at any time or times thereafter, you shall have full power and authority to sell or otherwise dispose of any or all of the Collateral. Such sale or other disposition, subject to the provisions of applicable law, may be by public or private proceedings at such time and place, by such method, in such manner and on such terms as you may determine. Where reasonable notification of the time and place of such sale or other disposition is required, such requirement shall be met if such notice is mailed, postage prepaid, at least thirty (30) days before the time of such sale or other disposition, addressed to Pledgor at the mailing address given below or at any other address at which you customarily communicate with Pledgor. After deducting all costs and expenses of collection, sale or other disposition and delivery (including legal costs and reasonable attorneys’ fees), the residue of the proceeds of any such sale or other disposition shall be applied to the payment of any and all Secured Obligations, due or to become due, in such order of preference as you may determine, proper allowance for

interest on obligations not then due being made, and any overplus shall be returned to Pledgor.

Pledgor hereby agrees to make, execute and deliver to you at your request such further instruments as you may deem necessary to enable you to realize upon the Collateral and to exercise fully your rights hereunder. No delay or omission on your part in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder, and a waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion.

Pledgor hereby agrees that so long as any Secured Obligations exist, Pledgor will and will cause the Corporation to (i) furnish promptly to you copies of the monthly statements regarding the Corporation's investments received by Pledgor from State Street Bank and Trust Company or any successor custodian of the Corporation's investments and (ii) maintain net assets at such custodian having a market value of not less than \$30,000,000. It is understood and agreed that, prior to the occurrence of a default hereunder, the Corporation may transfer funds and securities to the Pledgor in the ordinary course of its business free of the security interest created herein, provided that the market value of the net assets of the Corporation shall, after giving effect to such transfer, continue to exceed \$30,000,000.

Pledgor hereby agrees that all costs and expenses (including legal costs and reasonable attorneys' fees) incurred by you, if any, in connection with the enforcement of this agreement and any Secured Obligation on default shall be chargeable to and secured by the Collateral. This instrument shall inure to your benefit and shall be binding upon Pledgor and upon its successors and assigns. This instrument shall be immediately effective as an instrument under seal on delivery to you and shall be governed by the law of the Commonwealth of Massachusetts and the United States of America.

Pledgor's mailing address is:

The National Grand Bank of Marblehead
91 Pleasant Street
Marblehead, MA 01915
Attention: President

Yours very truly,

THE NATIONAL GRAND BANK OF
MARBLEHEAD

By: 

Name: Michael R. Spencer

Title: Vice President/CFO