



**Registration of a Charge**

Company Name: **PREGISTRY HOLDINGS LIMITED**

Company Number: **14650981**



Received for filing in Electronic Format on the: **09/03/2023**

XBYWK7EG

**Details of Charge**

Date of creation: **03/03/2023**

Charge code: **1465 0981 0003**

Persons entitled: **VARAGON CAPITAL PARTNERS AGENT, LLC**

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: **KATTEN MUCHIN ROSENMAN UK LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 14650981

Charge code: 1465 0981 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd March 2023 and created by PREGISTRY HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th March 2023 .

Given at Companies House, Cardiff on 10th March 2023

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**

## JOINDER TO GUARANTEE AND COLLATERAL AGREEMENT

This JOINDER AGREEMENT, dated as of March 3, 2023 (this “Agreement”), is executed by the undersigned for the benefit of Varagon Capital Partners Agent, LLC, as Agent (the “Agent”) in connection with that certain Guarantee and Collateral Agreement dated as of December 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), among the Grantors party thereto and Agent. Capitalized terms not otherwise defined herein are being used herein as defined in the Guarantee and Collateral Agreement.

Each person signatory hereto (each, a “New Grantor”) is required (or the Borrower has elected to cause such person) to execute this Agreement pursuant to Section 8.16 of the Guarantee and Collateral Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each signatory hereby agrees as follows:

1. Each New Grantor assumes all the obligations of a Grantor and, other than any New Grantor that is a Borrower, a Guarantor under the Guarantee and Collateral Agreement and agrees that such New Grantor is a Grantor and, other than any New Grantor that is a Borrower, a Guarantor and bound as a Grantor and, other than any New Grantor that is a Borrower, a Guarantor under the terms of the Guarantee and Collateral Agreement, as if it had been an original signatory to the Guarantee and Collateral Agreement. In furtherance of the foregoing, such New Grantor hereby (i) grants to Agent, for the benefit of the Secured Parties, a security interest in all of its Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) guarantees the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

2. Schedules 1, 2, 3, 4, 5, 6, 7 and 8 of the Guarantee and Collateral Agreement are hereby amended to add the information relating to each New Grantor set out on Schedules 1, 2, 3, 4, 5, 6, 7 and 8, respectively, hereof. Each such Person hereby makes to Agent the representations and warranties set forth in the Guarantee and Collateral Agreement applicable to such New Grantor and the applicable Collateral of such New Grantor and confirms that such representations and warranties are true and correct in all material respects after giving effect to such amendment to such Schedules as of the date hereof.

3. In furtherance of its obligations under Section 5.2 of the Guarantee and Collateral Agreement, each New Grantor agrees to execute and deliver to Agent appropriately complete UCC financing statements naming such person or entity as debtor and Agent as secured party, and describing its Collateral and such other documentation as Agent (or its successors or permitted assigns) may require to evidence, protect and perfect (subject to any qualifications in Section 5.2 of the Guarantee and Collateral Agreement) the Liens created by the Guarantee and Collateral Agreement, as modified hereby.

4. All notices, requests and demands to or upon any New Grantor under the Guarantee and Collateral Agreement shall be effected in the manner provided for in Section 10.2 of the Credit Agreement and each such notice, request or demand to or upon any New Grantor shall be addressed to such New Grantor in care of the Borrower at the Borrower's notice address set forth on Annex II of the Credit Agreement.

5. This Agreement shall be deemed to be part of, and a modification to, the Guarantee and Collateral Agreement and shall be governed by all the terms and provisions of the Guarantee and Collateral Agreement, with respect to the modifications intended to be made to such agreement, which terms are incorporated herein by reference, are ratified and confirmed and shall continue in full force and effect as valid and binding agreements of each party to the Guarantee and Collateral Agreement enforceable against such party, in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity. Each New Grantor waives notice of Agent's acceptance of this Agreement. Each New Grantor will deliver an executed original of this Agreement to Agent.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

**NEW GRANTOR:**

**PREGISTRY HOLDINGS LIMITED**

By:   
Name: Jessica Eisenhaure  
Title: Director

Schedules

Schedule 1	Investment Property
Schedule 2	Filings and Perfection
Schedule 3	Grantor Information
Schedule 4	Collateral Locations; Collateral in Possession of Lessor, Bailee, Consignee or Warehouseman
Schedule 5	Intellectual Property
Schedule 6	Depository, Securities Accounts and Other Deposit Accounts
Schedule 7	Commercial Tort Claims
Schedule 8	Titled Vehicles

### Schedule 1 - Investment Property

#### Pledged Equity:

Investment	Grantor	Description of Equity Securities	Percentage of Shares Owned	Percentage of Shares Pledged
Pregistry Holdings Limited	Corrona UK Holdings Limited	Common Shares	100%	100%

#### Pledged Notes:

None.

**Schedule 2 - Filings and Perfection**

Entity	Type of Filing	Jurisdiction
Pregistry Holdings Limited	UCC-1 Financing Statement	District of Columbia Secretary of State



**Schedule 3 - Grantor Information**

<b><u>Grantor</u></b>	<b><u>Jurisdiction of Organization</u></b>	<b><u>Chief Executive Office</u></b>	<b><u>Federal Employer Identification Number</u></b>	<b><u>Organizational Identification Number</u></b>
Pregistry Holdings Limited	United Kingdom	19 <sup>th</sup> Floor, 100 Bishopgate, London, United Kingdom, EC3A 7LA	N/A	14650981

**Schedule 4 – Collateral Locations;  
Collateral in Possession of Lessor, Bailee, Consignee or Warehouseman**

**Owned Property**

None.

**Leased Property**

None.

## **Schedule 5 – Intellectual Property**

### **Patents**

None.

### **Trademarks:**

None.

### **Copyrights**

None.

**Schedule 6 - Depositary, Securities Accounts and Other Deposit Accounts**

None.

#### **Schedule 7 - Commercial Tort Claims**

None.

**Schedule 8 - Titled Vehicles**

None.