



Registration of a Charge

Company name: **PROCUREMENT LEADERS LIMITED**
Company number: **05013101**



X8DU318X

Received for Electronic Filing: **12/09/2019**

Details of Charge

Date of creation: **04/09/2019**
Charge code: **0501 3101 0004**
Persons entitled: **MARANON CAPITAL, L.P.**
Brief description: **SECURITY INTERESTS (NOT EXPRESSED AS FLOATING CHARGES) ARE CREATED OVER THE CHARGOR'S RIGHTS IN ITS ASSETS (WHICH COULD INCLUDE LAND, INTELLECTUAL PROPERTY, SHIPS AND AIRCRAFT, BUT NONE IS SPECIFIED). SEE THE INSTRUMENT FOR MORE DETAILS.**
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:

MAYER BROWN INTERNATIONAL LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5013101

Charge code: 0501 3101 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th September 2019 and created by PROCUREMENT LEADERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th September 2019 .

Given at Companies House, Cardiff on 13th September 2019

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 SECURITY AGREEMENT AND PLEDGE AGREEMENT

This JOINDER AGREEMENT, dated as of September 4, 2019, is delivered by Procurement Leaders Limited (incorporated in England and Wales with company number 05013101) in connection with (x) the Security Agreement, dated as of December 11, 2015, by Pamlico W50 Acquisition Corp., World 50, Inc., W50 Holdings, Inc., and such other parties as may become Grantors thereunder after the date thereof in favor of Maranon Capital, L.P., as Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (y) the Pledge Agreement, dated as of December 11, 2015, by Pamlico W50 Acquisition Corp., World 50, Inc., W50 Holdings, Inc., and such other parties as may become Pledgors thereunder after the date thereof in favor of Maranon Capital, L.P., as Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge Agreement"). Capitalized terms used herein without definition are used as defined in the Security Agreement or Pledge Agreement, as applicable.

By executing and delivering this Joinder Agreement, the undersigned, hereby agrees and acknowledges it is a party to the Security Agreement as a "Grantor" thereunder and a party to the Pledge Agreement as a "Pledgor" thereunder and, without limiting the generality of the foregoing, to secure the prompt and complete payment, performance and observance of all of the Obligations (specifically including, without limitation, each of the undersigned's Obligations arising under the cross-guaranty provisions of Section 10 of the Credit Agreement (the "Guarantee")) the undersigned hereby grants, conveys, mortgages, pledges, hypothecates and transfers to Agent for itself and the benefit of the Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the Collateral and Pledged Collateral of the undersigned and expressly assumes all obligations and liabilities of a Grantor and Pledgor thereunder provided that the obligations of the undersigned do not apply to any liability to the extent that it would result in the Guarantee constituting unlawful financial assistance within the meaning of Section 678 or 679 of the Companies Act 2006 (UK). This Joinder Agreement is a deed even if it has not been duly executed by the Agent as a deed.

This Joinder Agreement shall constitute a "Loan Document" for all purposes under and pursuant to the Credit Agreement and the other Loan Documents.

This Joinder Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument. This Joinder Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Signed

Mayer Brown International LLP

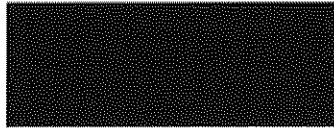
Mayer Brown International LLP

Date:

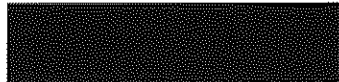
11 September 2019

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS JOINDER AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS A DEED AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED as a deed by Jay R. Henry,)
Director, duly authorised for and on behalf)
of **PROCUREMENT LEADERS LIMITED**)
in the presence of:)



Witness's signature:



Witness's name
(in capitals):

CONNIE SHERRILL

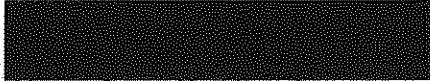
Witness's address:

150 N. College Street, Suite 2400
Charlotte, NC 28202

ACKNOWLEDGED AND AGREED
as of the date first above written:

MARANON CAPITAL, L.P.,
as Agent

By:



Name: Laura K. Albrecht
Title: Managing Director