



**Registration of a Charge**

Company name: **AGENDA 21 DIGITAL LIMITED**

Company number: **05532622**

Received for Electronic Filing: **19/09/2020**



X9DY7X0Z

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**Details of Charge**

Date of creation: **17/09/2020**

Charge code: **0553 2622 0002**

Persons entitled: **HSBC UK BANK PLC AS SECURITY AGENT**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**PINSENT MASONS LLP**



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

Company number: 5532622

Charge code: 0553 2622 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th September 2020 and created by AGENDA 21 DIGITAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th September 2020 .

Given at Companies House, Cardiff on 21st September 2020

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

## DEED OF ACCESSION

**THIS DEED** is made on 17 September 2020

### **BETWEEN:-**

- (1) The companies listed in Schedule 1 herein;  
(the "**Additional Chargors**" and each an "**Additional Chargor**")
- (2) **ENSCO 1314 LIMITED**, a company registered in England and Wales with registered number 11649494 whose registered office is at 90 Tottenham Court Road, London, England, W1T 4TJ (the "**Company**") for itself and as agent for and on behalf of each of the other Chargors (as defined in the Debenture referred to below); and
- (3) **HSBC UK BANK PLC**, a company registered in England and Wales with registered number 09928412 whose registered office is at 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ (the "**Security Agent**").

### **INTRODUCTION**

- (A) The Additional Chargors are, or will on the date of this Deed become, wholly-owned Subsidiaries of the Company.
- (B) This Deed is supplemental to a deed dated 10 May 2019 (as supplemented and amended from time to time, the "**Debenture**") between the Company and HSBC UK Bank plc as agent and trustee for the Secured Finance Parties.
- (C) The Additional Chargors at the request of the Company and in consideration of the Secured Finance Parties making or continuing to make facilities available to the Company or any other member of its group have agreed to enter into this Deed and become Chargors under the Debenture.

### **IT IS AGREED** as follows:-

#### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 Terms defined in the Debenture have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Debenture.

#### **2. EFFECT AS A DEED**

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent and the Company.

#### **3. ACCESSION**

Each Additional Chargor agrees to become a party to and to be bound by the terms of the Debenture with immediate effect and so that the Debenture shall be read and construed for all purposes as if each Additional Chargor had been an original party to it as a Chargor.

#### **4. SECURITY**

Each Additional Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Finance Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 4.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 2 (*Land*);
- 4.2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 3 (*Shares*);
- 4.3 the Assigned Insurances assigned shall include the Assigned Insurances referred to in Schedule 4 (*Assigned Insurances*);
- 4.4 the Assigned Contracts assigned shall include the Assigned Contracts referred to in Schedule 5 (*Assigned Contracts*);
- 4.5 the Assigned Accounts assigned shall include the Assigned Accounts referred to in Schedule 6 (*Assigned Accounts*);
- 4.6 the Charged Accounts charged by way of fixed charge shall include those referred to in Schedule 7 (*Charged Accounts*);
- 4.7 the Charged Hedging Agreements charged by way of fixed charge shall include those referred to in Schedule 8 (*Charged Hedging Agreements*); and
- 4.8 the Intellectual Property charged shall include the Intellectual Property referred to in Schedule 9 (*Intellectual Property*).

**5. CONSENT OF THIRD PARTIES**

If a right or asset of an Additional Chargor cannot be secured by way of a mortgage, charge, or assignment on the date of this Deed without first obtaining the consent of a third party, then such right or asset shall be excluded from any mortgage, fixed charge Security or assignments created pursuant to this Deed until the Additional Chargor has first obtained the required consent of that third party, and in such circumstances the Additional Chargor will use all reasonable endeavours to obtain any required consents.

**6. CONSENT OF EXISTING CHARGORS**

The Company by its execution of this Deed confirms the consent of the existing Chargors to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Debenture.

**7. EFFECT ON DEBENTURE**

- 7.1 The Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.
- 7.2 For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of each Additional Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

**8. GOVERNING LAW**

This Deed of Accession and any non-contractual obligations arising out of or in connection with it are governed by English law.

**EXECUTED AS A DEED AND DELIVERED** on the date set out at the beginning of this Deed.

- 4.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 2 (*Land*);
- 4.2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 3 (*Shares*);
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- 7.2 For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of each Additional Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

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**EXECUTED AS A DEED AND DELIVERED** on the date set out at the beginning of this Deed.

**SCHEDULE 1  
ADDITIONAL CHARGORS**

1. BE HEARD GROUP LIMITED a company incorporated in England and Wales with registered number 09223440 whose registered office is at 53 Frith Street, London, England, W1D 4SN;
2. MMT LTD a company incorporated in England and Wales with registered number 03681297 whose registered office is at 1a Uppingham Gate Ayston Road, Uppingham, Oakham, Rutland, LE15 9NY;
3. FREEMAVENS LIMITED a company incorporated in England and Wales with registered number 08269001 whose registered office is at 53 Frith Street, London, England, W1D 4SN;
4. AGENDA 21 DIGITAL HOLDING LIMITED a company incorporated in England and Wales with registered number 09790018 whose registered office is at 53 Frith Street, London, England, W1D 4SN;
5. AGENDA 21 DIGITAL LIMITED a company incorporated in England and Wales with registered number 05532622 whose registered office is at 53 Frith Street, London, England, W1D 4SN;

**SCHEDULE 2**

**LAND**

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## SCHEDULE 3

## SHARES

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Be Heard Group Limited	MMT Ltd	A Ordinary	25,200
		C Ordinary	20
		D Ordinary	6,900
Be Heard Group Limited	Freemavens Limited	A Ordinary	67
		B Ordinary	71
		C Ordinary	46
Be Heard Group Limited	Agenda 21 Digital Holding Limited	Ordinary	78,120
Be Heard Group Limited	Kameleon Worldwide Limited	Ordinary	7,300
Agenda 21 Digital Holding Limited	Agenda 21 Digital Limited	Ordinary A	36,300
		Ordinary B	36,300
		Ordinary C	31,900
		Ordinary D	5,500
		Ordinary E	5,550

**SCHEDULE 4**  
**ASSIGNED INSURANCES**

<b>Policy</b>	<b>Chargor</b>	<b>Insurer</b>	<b>Renewal</b>
Creative & Media Professional Combined	Be Heard Group Limited & its subsidiaries	Markel (UK) Ltd	17 October 2020
Directors & Officers Liability	Be Heard Group Limited	Liberty Mutual	12 September 2020
Accident & Business Travel	Be Heard Group Limited & its subsidiaries	Chubb	17 October 2020
Trade Credit	Agenda 21 Digital Limited	QBE	31 August 2021

**SCHEDULE 5**  
**ASSIGNED CONTRACTS**

1. A sale and purchase agreement for 46 C ordinary shares in the issued share capital of Freemavens Limited dated 24 June 2020 and made between the persons listed in schedule 1 therein as sellers, Be Heard Group Limited (formerly Be Heard Group Plc) as the buyer, and MSQ Partners Ltd.

**SCHEDULE 6**  
**ASSIGNED ACCOUNTS**

Chargor	Institution	Currency	Sort code	Account number
Be Heard Group Limited	Barclays Bank PLC	GBP		
Be Heard Group Limited	Barclays Bank PLC	EUR		
Be Heard Group Limited	Barclays Bank PLC	USD		
Be Heard Group Limited	SG Kleinwort Hambros Bank	GBP		
Agenda 21 Digital Limited	Barclays Bank PLC	GBP		
Agenda 21 Digital Limited	Barclays Bank PLC	GBP		
Agenda 21 Digital Limited	Barclays Bank PLC	EUR		
Agenda 21 Digital Limited	Barclays Bank PLC	USD		
MMT Ltd	Lloyds Bank PLC	GBP		
MMT Ltd	Barclays Bank PLC	GBP		
Freemavens Limited	HSBC Bank PLC	GBP		
Freemavens Limited	Barclays Bank PLC	GBP		

**SCHEDULE 7  
CHARGED ACCOUNTS**

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**SCHEDULE 8**  
**CHARGED HEDGING AGREEMENTS**

*Intentionally left blank*

**SCHEDULE 9**  
**INTELLECTUAL PROPERTY**

**Registered trade marks**

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SIGNATURE PAGES TO DEED OF ACCESSION

The Additional Chargers

EXECUTED as a Deed by BE HEARD  
GROUP LIMITED acting by a director in the

pr

Signature of witness:

)  
)  
)  
)

Director

Name of witness: CERYL YANLEY

Address:

Occupation: TEACHER

EXECUTED as a Deed by MMT LTD  
acting by a director in the presence of:

Signature of witness:

)  
)  
)  
)

Director

Name of witness: CERYL YANLEY

Address:

Occupation: TEACHER

EXECUTED as a Deed by FREEMAVENS  
LIMITED acting by a director in the presence  
of:

Signature of witness:

)  
)  
)  
)

Director

Name of witness: CERYL YANLEY

Address:

Occupation: TEACHER



EXECUTED as a Deed by AGENDA 21  
DIGITAL HOLDING LIMITED  
acting by a director in the presence of:

)  
)  
)  
)

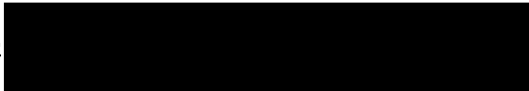


.....  
Director

.....  
Signature of witness:

Name of witness: CERYL YARDLEY

Address:



Occupation: TEACHER

EXECUTED as a Deed by AGENDA 21  
DIGITAL LIMITED acting by a director in the  
presence of:

)  
)  
)  
)



.....  
Director

.....  
Signature of witness:

Name of witness: CERYL YARDLEY

Address:



Occupation: TEACHER

**The Company**

**SIGNED** for and on behalf of  
**ENSCO 1314 LIMITED**

)  
)

.....  
Director

**The Security Agent**

**SIGNED** for and on behalf of  
**HSBC UK BANK PLC**

)  
)

.....

## DEED OF ACCESSION

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**SCHEDULE 2**

**LAND**

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**SCHEDULE 3****SHARES**

<b>Chargor</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>
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Creative & Media Professional Combined	Be Heard Group Limited & its subsidiaries	Markel (UK) Ltd	17 October 2020
Directors & Officers Liability	Be Heard Group Limited	Liberty Mutual	12 September 2020
Accident & Business Travel	Be Heard Group Limited & its subsidiaries	Chubb	17 October 2020
Trade Credit	Agenda 21 Digital Limited	QBE	31 August 2021



## **SCHEDULE 5**

### **ASSIGNED CONTRACTS**

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**SCHEDULE 6****ASSIGNED ACCOUNTS**

<b>Chargor</b>	<b>Institution</b>	<b>Currency</b>	<b>Sort code</b>	<b>Account number</b>
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Agenda 21 Digital Limited	Barclays Bank PLC	GBP		
Agenda 21 Digital Limited	Barclays Bank PLC	EUR		
Agenda 21 Digital Limited	Barclays Bank PLC	USD		
MMT Ltd	Lloyds Bank PLC	GBP		
MMT Ltd	Barclays Bank PLC	GBP		
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Freemavens Limited	Barclays Bank PLC	GBP		

**SCHEDULE 7**  
**CHARGED ACCOUNTS**

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**SCHEDULE 8**  
**CHARGED HEDGING AGREEMENTS**

*Intentionally left blank*

**SCHEDULE 9**  
**INTELLECTUAL PROPERTY**

**Registered trade marks**

*Intentionally left blank*

**SIGNATURE PAGES TO DEED OF ACCESSION**

**The Additional Chargors** )  
 )  
**EXECUTED** as a Deed by **BE HEARD** )  
**GROUP LIMITED** acting by a director in the )  
presence of:

.....  
Signature of witness: Director

Name of witness:

Address:

Occupation:

**EXECUTED** as a Deed by **MMT LTD** )  
 )  
acting by a director in the presence of: )  
 )

.....  
Signature of witness: Director

Name of witness:

Address:

Occupation:

**EXECUTED** as a Deed by **FREEMAVENS** )  
 )  
**LIMITED** acting by a director in the presence )  
of: )

.....  
Signature of witness: Director

Name of witness:

Address:

Occupation:

**EXECUTED** as a Deed by **AGENDA 21** )  
**DIGITAL HOLDING LIMITED** )  
acting by a director in the presence of: )

.....  
Signature of witness: Director

Name of witness:

Address:

Occupation:

**EXECUTED** as a Deed by **AGENDA 21** )  
**DIGITAL LIMITED** acting by a director in the )  
presence of: )

.....  
Signature of witness: Director

Name of witness:

Address:

Occupation:

**The Company**

**SIGNED** for and on behalf of  
**ENSCO 1314 LIMITED**

)  
) .....  
Director

**The Security Agent**

**SIGNED** for and on behalf of  
**HSBC UK BANK PLC**

)  
) .....  
