



**Registration of a Charge**

Company Name: **MIRI GROWTH LTD**

Company Number: **10880837**



XC5RMOGH

Received for filing in Electronic Format on the: **15/06/2023**

**Details of Charge**

Date of creation: **12/06/2023**

Charge code: **1088 0837 0002**

Persons entitled: **BARCLAYS 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.**

**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: **PINSENT MASONS LLP**



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

Company number: 10880837

Charge code: 1088 0837 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th June 2023 and created by MIRI GROWTH LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th June 2023 .

Given at Companies House, Cardiff on 19th June 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**

**DEED OF ACCESSION**

**THIS DEED** is made on 12 June 2023

**BETWEEN:-**

- (1) **THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED** (each a "New Chargor" and together the "New Chargors");
- (2) **MARVEL BIDCO LIMITED** (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) **BARCLAYS BANK PLC** as the Security Agent.

**INTRODUCTION**

- (A) Each New Chargor is, or will on the date of this Deed become, a wholly-owned Subsidiary of the Company.
- (B) This Deed is supplemental to a deed dated 2 June 2023 (as supplemented and amended from time to time, the "**Debenture**") between (1) the Company and Marvel Midco Limited as Chargors, and (2) Barclays Bank PLC as agent and trustee for the Secured Parties.
- (C) Each New Chargor at the request of the Company and in consideration of the Secured Parties making or continuing to make facilities available to the Company or any other member of its group has agreed to enter into this Deed and become a Chargor 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. ACCESSION**

Each New 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 that New Chargor had been an original party to it as a Chargor.

**3. SECURITY**

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

- 3.1 the Land charged by way of first fixed charge shall be the Land referred to in Schedule 2 (Land);
- 3.2 the Shares charged shall include the Shares referred to in Schedule 3 (Shares);
- 3.3 the Assigned Insurances assigned shall include the Assigned Insurances referred to in Schedule 4 (Assigned Insurances);
- 3.4 the Specified Contracts assigned shall include the Specified Contracts referred to in Schedule 5 (Specified Contracts); and
- 3.5 the Accounts charged shall include the Accounts referred to in Schedule 6 (Details of Accounts).

#### 4. **EXCLUDED ASSETS**

Notwithstanding any other provision of this Deed, the Security created by Clauses 3.1 to 3.5 (inclusive) shall not extend to the New Chargors' interests in any Excluded Assets and the Excluded Assets shall be excluded from the Security created under Clauses 3.1 to 3.5 (inclusive) and from the further assurance provisions of this Deed relating to fixed charges (including, but not limited to, clause 6 of the Debenture). For the avoidance of doubt, no Excluded Assets shall be excluded from the floating charge Security created pursuant to clause 3.14 of the Debenture.

#### 5. **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.

#### 6. **EFFECT ON DEBENTURE**

- 6.1 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.
- 6.2 For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of each New 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.

#### 7. **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.

**SCHEDULE 1**  
**NEW CHARGORS**

<b>Name of New Chargor</b>	<b>Registration number</b>	<b>Jurisdiction of incorporation</b>
Ensco 1314 Limited	11649494	England and Wales
MSQ Partners Group Limited	09044213	England and Wales
MSQ Partners Ltd	07745643	England and Wales
MBAstack Limited	03019351	England and Wales
Twentysix Limited	03178478	England and Wales
Be Heard Group Limited	09223440	England and Wales
MMT Ltd	03681297	England and Wales
Agenda 21 Digital Holding Limited	09790018	England and Wales
Walk in the Gate Ltd	05532622	England and Wales
Elmwood Design Limited	02360152	England and Wales
Elmwood Design Holdings Limited	12865438	England and Wales
Miri Growth Ltd	10880837	England and Wales

**SCHEDULE 2**

**LAND**

*None at the date of this Deed.*

**SCHEDULE 3****SHARES**

<b>Company</b>	<b>Description and Number of Shares</b>	<b>Shareholder</b>
Ensco 1314 Limited	1,315,783,557 A Ordinary Shares 302,276 B1 Ordinary Shares 230,003 B2 Ordinary Shares 163,321 B3 Ordinary Shares 318,500 C Ordinary Shares 997,000 D Ordinary Shares 102,283 E1 Ordinary Shares 19,800 E2 Ordinary Shares 810,326 E3 Ordinary Shares 184,056 F Ordinary Shares 39,500 G Ordinary Shares 194,485 Z Ordinary Shares	Marvel Bidco Limited
MSQ Partners Group Limited	831,083 Ordinary Shares	Ensco 1314 Limited
MSQ Partners Ltd	17,352,061 Ordinary Shares	MSQ Partners Group Limited
MBAstack Limited	750,000 Ordinary Shares	MSQ Partners Ltd
Be Heard Group Limited	1,246,826,584 Ordinary Shares	MSQ Partners Ltd
MMT Ltd	25,200 A Ordinary Shares 20 C Ordinary Shares 6,900 D Ordinary Shares	Be Heard Group Limited
Agenda 21 Digital Holding Limited	78,120 Ordinary Shares	Be Heard Group Limited
Walk In The Gate Ltd	36,300 A Ordinary Shares 36,300 B Ordinary Shares 31,900 C Ordinary Shares	Agenda 21 Digital Holding Limited

**EXECUTION**

<b>Company</b>	<b>Description and Number of Shares</b>	<b>Shareholder</b>
	5,500 D Ordinary Shares 5,550 E Ordinary Shares	
twentysix Limited	10,000 Ordinary Shares	MSQ Partners Ltd
Miri Growth Ltd	110,292 Ordinary Shares	MSQ Partners Ltd
Elmwood Design Holdings Limited	308,658 C Ordinary Shares 5,612,520 D Ordinary Shares 3,530,000 Ordinary Shares	MSQ Partners Ltd
Elmwood Design Limited	68,507 Ordinary Shares	Elmwood Design Holdings Limited

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

<b>Insured</b>	<b>Policy name</b>	<b>Insurer</b>	<b>Policy number</b>
Ensco 1314 Limited	Cyber Liability	Travelers Insurance Designated Activity Company	UCWRP5619307
Ensco 1314 Limited	Employers Liability	CNA Insurance Company Limited	10423382
Ensco 1314 Limited	Property Damage – Contents	CNA Insurance Company Limited	10423382
Ensco 1314 Limited	Property Damage – Terrorism	NMU (Specialty) Ltd	TSP022343271
Ensco 1314 Limited	Management Liability	Travelers Insurance Designated Activity Company	UCWRP5627718

**SCHEDULE 5**

**SPECIFIED CONTRACTS**

*None at the date of this Deed.*

**SCHEDULE 6**  
**DETAILS OF ACCOUNTS**

**PART 1**

**DETAILS OF ACCOUNTS (OTHER THAN BLOCKED ACCOUNTS)**

<b>Name of Chargor</b>	<b>Name of bank or financial institution</b>	<b>Account name</b>	<b>Account number</b>	<b>Sort code</b>
MSQ Partners Ltd	HSBC	MSQ Partners EUR		
Twentysix Limited	HSBC	Twentysix EUR		
Walk In The Gate Ltd	HSBC	Walk In The Gate EUR		
Be Heard Group Limited	HSBC	Be Heard EUR		
MMT Ltd	HSBC	MMT EUR		
Elmwood Design Limited	HSBC	Elmwood EUR		
Miri Growth Ltd	HSBC	Miri EUR		
MBAstack Limited	HSBC	MBA GBP		
Be Heard Group Limited	HSBC	Be Heard GBP		
Be Heard Group Limited	HSBC	BH Deposit-Chi +Rac		
Walk In The Gate Ltd	HSBC	Gate London GBP		
Walk In The Gate Ltd	HSBC	Gate Scotland GBP		
Miri Growth Ltd	HSBC	Miri GBP		
Twentysix Limited	HSBC	Twentysix GBP		

## EXECUTION

Be Heard Group Limited	HSBC	BH Deposit - Wonder			
Be Heard Group Limited	HSBC	BH Deposit - Tipi			
Be Heard Group Limited	HSBC	BH Deposit - Ink Fac			
Walk In The Gate Ltd	HSBC	Walk In The Gate GBP			
Elmwood Design Limited	HSBC	Elmwood GBP			
MSQ Partners Group Limited	HSBC	Oval GBP			
MSQ Partners Ltd	HSBC	MSQ Partners GBP			
MMT Ltd	HSBC	MMT GBP1			
Ensco 1314 Limited	HSBC	Ensco GBP			
MBAstack Limited	HSBC	MBAstack GBP			
MSQ Partners Ltd	HSBC	MSQ Partners SGD			
Ensco 1314 Limited	HSBC	Ensco USD			
MSQ Partners Ltd	HSBC	MSQ Partners USD			
Twentysix Limited	HSBC	Twentysix USD			
Walk In The Gate Ltd	HSBC	Walk In The Gate USD			
Be Heard Group Limited	HSBC	Be Heard USD			
MMT Ltd	HSBC	MMT USD			
Elmwood Design Limited	HSBC	Elmwood USD			
Miri Growth Ltd	HSBC	Miri USD			

**EXECUTION**

Miri Growth Ltd	<b>Wise Payments Limited</b>	Miri EUR		
Miri Growth Ltd	<b>Wise Payments Limited</b>	Miri GBP		
Miri Growth Ltd	<b>Wise Payments Limited</b>	Miri USD		
Elmwood Design Limited	<b>Nat West</b>	GBP		
Elmwood Design Limited	<b>Nat West</b>	EUR		
Elmwood Design Limited	<b>Nat West</b>	GBP		
Elmwood Design Limited	<b>Nat West</b>	GBP		
Elmwood Design Limited	<b>Nat West</b>	USD		

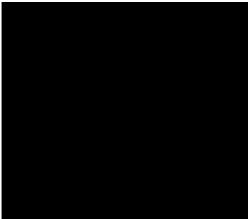
**PART 2****BLOCKED ACCOUNTS**

*None at the date of this Deed.*

SIGNATURE PAGES TO DEED OF ACCESSION

EXECUTED AS A DEED

By: ENSCO 1314 LIMITED

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Director  
Director/Secretary

EXECUTED AS A DEED

By: MSQ PARTNERS GROUP LIMITED

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Director  
Director/Secretary

EXECUTED AS A DEED

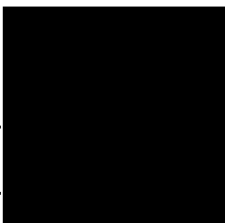
By: MSQ PARTNERS LTD

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Director  
Director/Secretary

EXECUTED AS A DEED

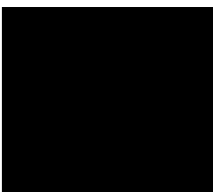
By: MBASTACK LIMITED

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Director  
Director/Secretary

EXECUTED AS A DEED

By: TWENTYSIX LIMITED

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Director  
Director/Secretary

EXECUTED AS A DEED

By: BE HEARD GROUP LIMITED

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Director  
Director/Secretary

EXECUTED AS A DEED

By: MMT LTD

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Director  
Director/Secretary

EXECUTED AS A DEED

By: AGENDA 21 DIGITAL HOLDING LIMITED

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Director  
Director/Secretary

EXECUTED AS A DEED

By: WALK IN THE GATE LTD

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Director  
Director/Secretary

EXECUTED AS A DEED

By: ELMWOOD DESIGN LIMITED

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Director  
Director/Secretary

**EXECUTED AS A DEED**

By: **ELMWOOD DESIGN HOLDINGS LIMITED**

Director

Director/Secretary

**EXECUTED AS A DEED**

By: **MIRI GROWTH LTD**

Director

Director/Secretary

**The Company**

**EXECUTED AS A DEED**

By: **MARVEL BIDCO LIMITED**

Director

Director/Secretary

**The Security Agent**

**SIGNED** for and on behalf of  
**BARCLAYS BANK PLC** )  
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