



Registration of a Charge

Company Name: **CABLETIME LIMITED**

Company Number: **04293272**



Received for filing in Electronic Format on the: **03/01/2023**

XBUEZLW0

Details of Charge

Date of creation: **21/12/2022**

Charge code: **0429 3272 0003**

Persons entitled: **CCP AGENCY, LLC**

Brief description: **IN RELATION TO INTELLECTUAL PROPERTY, TRADEMARKS WITH TRADEMARK REGISTRATIONS NUMBERS UK00001338949 AND UK00003836059. FOR MORE DETAILS ON THE INTELLECTUAL PROPERTY PLEASE SEE SCHEDULE 6.**

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:

KATTEN MUCHIN ROSENMAN UK LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4293272

Charge code: 0429 3272 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2022 and created by CABLETIME LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd January 2023 .

Given at Companies House, Cardiff on 5th January 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**

Security Accession Deed

This Security Accession Deed is made on 21 December 2022

Between:

- (1) **TRIPLEPLAY SERVICES HOLDINGS LIMITED**, a company incorporated and registered under the laws of England and Wales with number 04338092 whose registered office is at Suite 3, Part 4th Floor Bedford House, 21a John Street, London, England, WC1N 2BF (“**Services Holdings**”);
- (2) **TRIPLEPLAY SERVICES LIMITED**, a company incorporated and registered under the laws of England and Wales with number 06790418 whose registered office is at Suite 3, Part 4th Floor Bedford House, 21a John Street, London, England, WC1N 2BF (“**Services Limited**”);
- (3) **ONELAN LIMITED**, a company incorporated and registered under the laws of England and Wales with number 02295886 whose registered office is at Bryants Farm Kiln Road, Dunsden, Reading, Berkshire, United Kingdom, RG4 9PB (“**Onelan**”);

(Service Holdings, Services Limited and Onelan, together, the “**Original Chargors**”);
- (4) **PLANET ENTERPRISES LIMITED**, a company incorporated and registered under the laws of England and Wales with number 03080901 whose registered office is The Old School 690 Bradford Road, Birkenshaw, Bradford, West Yorkshire, BD11 2DR (“**Enterprises**”);
- (5) **PLANET ESTREAM LTD**, a company incorporated and registered under the laws of England and Wales with number 09817607 whose registered office is The Old School 690 Bradford Road, Birkenshaw, Bradford, West Yorkshire, United Kingdom, BD11 2DR (“**Estream**”);
- (6) **PLANET PC LIMITED**, a company incorporated and registered under the laws of England and Wales with number 04755187 whose registered office is 690 Bradford Road, Birkenshaw, Bradford, West Yorkshire, England, BD11 2DR (“**PC**”);
- (7) **PLANET DV LIMITED**, a company incorporated and registered under the laws of England and Wales with number 03915814 whose registered office is The Old School, 690 Bradford Road, Birkenshaw, Bradford, West Yorkshire, BD11 2DR (“**DV**”);

(Enterprises, Estream, PC and DV together, the “**Additional Chargors**”, and together the Original Chargors and the Additional Chargors, the “**Existing Chargors**”);
- (8) **CABLETIME LIMITED**, a company incorporated and registered under the laws of England and Wales with number 04293272 whose registered office is 64 Mediarstar Systems & Cabletime, Greenham Road, Newbury, Berkshire, England, RG14 7HX (the “**New Chagor**”); and
- (9) **CCP AGENCY, LLC**, as collateral and administrative agent for the Secured Parties (the “**Agent**”).

Recital:

This deed is supplemental to a Debenture dated 10 February 2021 between the Original Chargors and the Agent (the “**Debenture**”) and a security accession deed dated 14 January 2022 between the Original Chargors, the Additional Chargors and the Agent (the “**First Security Accession Deed**”).

Now this deed witnesses as follows:

1. **Interpretation**

1.1 **Definitions**

Terms defined in the Debenture shall have the same meanings when used in this deed.

“**Credit Agreement**” means the credit agreement originally dated 18 December 2020, between, amongst others, U.S. Hospitality Publishers, Inc. (the “**Borrower**”), the lenders from time to time party thereto and the Agent, as most recently amended on or about the date of this deed by the seventh amendment to credit agreement;

“**Share Charge**” means the share charged dated 10 February 2021 made between (1) the Borrower, (2) Services Holdings, (3) Services Limited and (4) the Agent.

1.2 **Construction**

Clauses 2 (*Construction*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. **Accession of New Chargor**

2.1 **Accession**

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 **Covenant to pay**

The New Chargor covenants, as primary obligor and not only as surety, with the Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Liabilities on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Agent).

2.3 **Security**

The New Chargor, as continuing security for the payment of the Secured Liabilities, charges in favour of the Agent with full title guarantee its assets, both present and future, from time to time owned by it or in which it has an interest, in accordance with the provisions of the Debenture.

General

2.3.1 All the Security created under this deed:

- (a) is created in favour of the Agent;
- (b) is security for the payment, discharge and performance of all the Secured Liabilities except for any Secured Liabilities which, if secured by this deed, would cause such Security to be unlawful or prohibited by any applicable law;
- (c) is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

- (d) shall not include Excluded Property or Exempt Account other than pursuant to the floating charge created by Clause 2.3.14 (*Floating Charge*).

2.3.2 If the New Chargor assigns its rights under an agreement or lease (or charges those rights by way of first fixed charge) under this deed and that assignment or charge breaches a term of that agreement or lease because a third party's consent has not been obtained:

- (a) the New Chargor shall notify the Agent promptly upon becoming aware of such breach;
- (b) until the consent is obtained, this deed will secure all amounts of any nature which the New Chargor may now or in future receive under or in connection with that agreement or lease but exclude rights under the agreement itself;
- (c) unless the Agent otherwise requires, the New Chargor shall use all reasonable endeavours to obtain the consent of the relevant party to rights under that agreement or lease being secured in accordance with this deed; provided that the Agent shall not require such consent (where applicable) in respect of any of the short-term leases disclosed to the Agent as at the date of this deed; and
- (d) the New Chargor shall promptly supply the Agent with a copy of any consent obtained by it.

Land

The New Chargor charges:

- 2.3.3 by way of a first legal mortgage, all its Mortgaged Property and all rights under any licence or other agreement or document which gives the New Chargor a right to occupy or use Mortgaged Property; and
- 2.3.4 (to the extent that they are not the subject of a mortgage under Clause 2.3.3) by way of first fixed charge, all its Real Property and all rights under any licence or other agreement or document which gives the New Chargor a right to occupy or use Real Property.

Investments

- 2.3.5 The New Chargor charges by way of a first fixed charge all its Investments.

Chattels

- 2.3.6 The New Chargor charges by way of a first fixed charge all its Chattels and its interest in any Chattels in its possession.

Accounts

- 2.3.7 The New Chargor assigns absolutely, by way of security, subject to reassignment by the Agent in accordance with Clause 27 (Release of Security) of the Debenture, all its rights in respect of the Accounts.
- 2.3.8 To the extent that they are not effectively assigned under 2.3.7, the New Chargor charges by way of first fixed charge all of its rights and interest in and to the Accounts.

Monetary Claims

- 2.3.9 The New Chargor charges by way of a first fixed charge all its Monetary Claims.

Contracts

- 2.3.10 The New Chargor assigns absolutely with full title guarantee to the Agent, by way of security, subject to reassignment by the Agent in accordance with Clause 27 (Release of Security) of the Debenture, all its rights in respect of:

- (a) the Contracts;
- (b) any letter of credit issued in its favour; and
- (c) any bill of exchange or other negotiable instrument held by it.

- 2.3.11 To the extent that they are not effectively assigned under Clause 2.3.10, the New Chargor charges by way of first fixed charge all its rights described in Clause 2.3.10.

Insurances

- 2.3.12 The New Chargor assigns absolutely, by way of security, subject to reassignment by the Agent in accordance with Clause 27 (Release of Security) of the Debenture, all amounts payable to it under or in connection with the Policies and all of its rights in connection with those amounts.

- 2.3.13 To the extent that they are not effectively assigned under Clause 2.3.12 the New Chargor charges by way of a first fixed charge the relevant amounts and rights described in Clause 2.3.12 above.

Intellectual Property

- 2.3.14 The New Chargor charges by way of first fixed charge:

- (a) the Intellectual Property specified in Schedule 6 (Intellectual Property); and
- (b) all other Intellectual Property (if any) not charged by Clause 2.3.14(a) other than Intellectual Property the rights for which are governed by the law of a state of the United States.

Miscellaneous

- 2.3.15 The New Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) all rights to recover any Taxes on any supplies made to it relating to any Secured Asset and any sums so recovered;
- (c) its goodwill and uncalled capital; and

- (d) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Secured Asset and the right to recover and receive compensation or any other sum payable in relation to any authorisation.

Floating charge

- 2.3.16 The New Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not at any time otherwise effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under this Clause 2.3.
- 2.3.17 The floating charge created by Clause 2.3.16 is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

Crystallisation

- 2.3.18 The Agent may at any time by notice in writing to the New Chargor convert any floating charge created pursuant to Clause 2.3.16 and 2.3.17 (*Floating charge*) above into a fixed charge with immediate effect as regards any property or assets specified in the notice if:
 - (a) the security constituted by this deed has become enforceable in accordance with Clause 14 (*Enforcement of Security*) of the Debenture; or
 - (b) the Agent considers any Secured Asset to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy; or
 - (c) the Agent reasonably considers that it is necessary in order to protect the priority of its Security.
- 2.3.19 Notwithstanding Clause 2.3.18 and without prejudice to any rule of applicable law which may have a similar effect, the floating charge created by Clause 2.3.16 and 2.3.17 (*Floating charge*) will automatically and immediately (without notice) convert into a fixed charge over the New Chargor's assets if:
 - (a) the New Chargor creates or attempts to create any Security over any of the Secured Assets otherwise than in accordance with the terms of the Credit Agreement;
 - (b) any person levies or attempts to levy any distress, execution or other process against any of the Secured Assets;
 - (c) an administrator is appointed in respect of the New Chargor or a person entitled to appoint an administrator in respect of the New Chargor gives notice of its intention to do so or files a notice of appointment with a court; or
 - (d) any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, winding up, dissolution or re organisation of the New Chargor other than a winding up petition which is stayed within 14 days of commencement.
- 2.3.20 The floating charge created by Clause 2.3.16 and 2.3.17 (*Floating charge*) may not be converted into a fixed charge solely by reason of:

- (a) the obtaining of a moratorium; or
 - (b) anything done with a view to obtaining a moratorium,
- under the Insolvency Act 2000.

2.4 Consent of Existing Chargors

The Existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture, the First Security Accession Deed and the Share Charge.

3. Negative Pledge

The New Chargor shall not, save as permitted in the Credit Agreement, create or permit to subsist any Security or Quasi-Security over the Secured Assets other than pursuant to this deed.

4. Power of Attorney

The New Chargor, by way of security, irrevocably and severally appoints the Agent, each Receiver and any Delegate to be its attorney to take any action which the New Chargor is obliged to take under this deed, including under Clause 23.12 (*Further assurance*) of the Debenture or which may be required to enable the exercise of any rights or powers conferred on the Agent or any Receiver under this deed or by law or otherwise for any of the purposes of this deed but which the New Chargor has failed to do so and any applicable grace period in the Loan Documents has expired and as a result an Event of Default has occurred and is continuing. The New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

5. Construction of Debenture

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” will be deemed to include this deed.

6. Counterparts

This deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this deed.

7. Governing Law and Jurisdiction

This deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

Notwithstanding the Agent signing this deed underhand, this deed has been duly witnessed, executed and delivered on the date first above written.

Schedule to Security Accession Deed

Schedule 1: Real Property

Registered Land

None as at the date of this deed.

Unregistered Land

None as at the date of this deed.

Schedule 2: Initial Shares

None as at the date of this deed.

Schedule 3: Bank Accounts

Name of Account Bank	Account Name	Sort Code	Account Number	Currency
National Westminster Bank Plc	Reserve Account	██████	██████	GBP
National Westminster Bank Plc	International Account (EUR)	████	██████████	Euro
National Westminster Bank Plc	International Account (USD)	████	██████████	USD
Bank Leumi USA	Online Checking	████	██████	USD

Schedule 4: Contracts

None as at the date of this deed.

Schedule 5: Insurance Policies

Policy	Holder	Carrier	Policy Number	Term
Products liability	Cabletime Limited	Hiscox Insurance plc	██████████	23/10/2022 to 22/10/2023
Highway Van Insurance	Cabletime Limited	Highway Insurance Company Limited	██████████	06/09/2022 to 06/09/2023
Cargo (shipping) insurance	Cabletime Limited	Munich Re Syndicate Ltd	██████████	23/10/2022 to 22/10/2023

Schedule 6: Intellectual Property

Trade Marks				
Proprietor/ADP number	TM number	Jurisdiction/ apparent status	Classes	Mark text
Cabletime Limited	UK00001338949	UK	9	CABLETIME
Cabletime Limited	UK00003836059 (application pending)	UK	9 and 42	MEDIASTAR

Patents
None as at the date of this deed.

Signatories to Security Accession Deed

The Existing Chargors

Executed as a deed by)
TRIPLEPLAY SERVICES HOLDINGS)
LIMITED)
acting by a director in the presence of) Director

Signature of witness

Witness name Lisa Hiscox

Witness address

Executed as a deed by)
TRIPLEPLAY SERVICES LIMITED)
acting by a director in the presence of)
Director

Signature of witness

Witness name Lisa Hiscox

Witness address

Executed as a deed by)
ONELAN LIMITED)
acting by a director in the presence of)
Director

Signature of witness

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PLANET ENTERPRISES LIMITED)
acting by a director in the presence of)
) Director

Signature of witness

Witness name Lisa Hiscox

Witness address

Executed as a deed by)
PLANET ESTREAM LTD)
acting by a director in the presence of)
) Director

Signature of witness

Witness name Lisa Hiscox

Witness address

Executed as a deed by)
PLANET PC LIMITED)
acting by a director in the presence of)
) Director

Signature of witness

Witness name Lisa Hiscox

Witness address

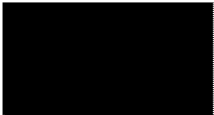
Executed as a deed by)
PLANET DV LIMITED)
acting by a director in the presence of)
) Director

Signature of witness

Witness name Lisa Hiscox

Witness address

The New Chargor

Executed as a deed by)
CABLETIME LIMITED)
acting by a director in the presence of)
) Director 

Signature of witness 

Witness name Lisa Hiscox

Witness address 

The Agent

Signed by an authorized signatory for and on behalf)
of **CCP AGENCY, LLC**)

Signature_____

A solid black rectangular box used to redact the signature of the authorized signatory.