



Registration of a Charge

Company name: **VISTA RETAIL SUPPORT LIMITED**

Company number: **03009356**



X6I4LYHL

Received for Electronic Filing: **30/10/2017**

Details of Charge

Date of creation: **25/10/2017**

Charge code: **0300 9356 0015**

Persons entitled: **LDC (MANAGERS) LIMITED**

Brief description: **ALL THAT FREEHOLD AND LEASEHOLD PROPERTY NOW OR IN THE FUTURE BELONGING TO THE COMPANY TOGETHER WITH ALL BUILDINGS, TRADE AND OTHER FIXTURES, FIXED PLANT AND MACHINERY OF THE COMPANY FROM TIME TO TIME ON SUCH PROPERTY. ALL PATENTS, COPYRIGHTS, MARKS, SERVICE MARKS, DESIGNS AND OTHER INTELLECTUAL PROPERTY RIGHTS (INCLUDING WITHOUT LIMITATION BUSINESS NAMES, KNOW-HOW, FORMULAE, INVENTIONS, CONFIDENTIAL INFORMATION, TRADE SECRETS, COMPUTER SOFTWARE, PROGRAMS AND SYSTEMS) CLAIMS AND ALL FEES AND OTHER RIGHTS OF EVERY KIND DERIVING FROM SUCH INTELLECTUAL PROPERTY NOW OR IN THE FUTURE BELONGING TO THE COMPANY.**

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

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: **BLAKE MORGAN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3009356

Charge code: 0300 9356 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th October 2017 and created by VISTA RETAIL SUPPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th October 2017 .

Given at Companies House, Cardiff on 1st November 2017

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

This Accession Deed is made on

25 October

2017

Between:

- (1) **Vista Retail Support Limited** (company number: 03009356) whose registered office is at Unit 1b Pentwyn Business Centre, Wharfedale Road, Pentwyn, Cardiff, CF23 7HB (the "**New Chargor**"); and
- (2) **LDC (Managers) Limited** as agent and Security Trustee for itself and on behalf of the Noteholders (the "**Security Agent**"),

and is supplemental to a Debenture granted by Scenic Topco Limited in favour of the Security Agent on 25 October 2017 (the "**Debenture**").

This Accession Deed witnesses as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Construction*) of the Debenture shall apply to this Accession Deed.
- 1.2 In this Deed, unless the context otherwise requires, the following definitions shall apply:

Accession Shares means

- (a) the shares described in Part 2 (*Shares*) of the schedule to this Accession Deed;
- (b) all Derivative Assets in relation to the shares referred to in paragraph (a); and
- (c) all Related Rights in respect of paragraphs (a) to (b) (inclusive).

Assigned Contract means each contract specified in Part 3 (*Assigned Contracts*) of the schedule to this Accession Deed.

2 INTERCREDITOR AGREEMENT

- 2.1 This Accession Deed, the Security Agent's rights and any Noteholder's rights under this Accession Deed, and the obligations of each New Chargor under this Accession Deed, shall at all times prior to the Senior Discharge Date, be subject to the terms of, and the subordination created by, the Intercreditor Agreement.
- 2.2 In the event of any conflict between the provisions of this Accession Deed and the Intercreditor Agreement, the obligations of each New Chargor and all rights of the Security Agent and the Noteholders hereunder and thereunder, the terms of the Intercreditor Agreement shall prevail.

3 CONFIRMATION

The New Chargor confirms it has read and understood the content of the Debenture.

4 ACCESSION

With effect from the date of this Accession Deed, the New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor .

5 SECURITY

5.1 Without prejudice to the generality of clause 4 (*Accession*), the New Chargor with full title guarantee in favour of the Security Agent:

- (a) charges by way of legal mortgage, all of the Property described in Part 1 (*The Property*) of the schedule to this Accession Deed;
- (b) charges by way of first fixed charge:
 - (i) all Property not effectively mortgaged by sub-clause 5.1(a);
 - (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged by sub-clause 5.1(b)(ii);
 - (iv) all Accession Shares;
 - (v) all Debts;
 - (vi) all Blocked Accounts;
 - (vii) all Other Accounts;
 - (viii) all Investments not effectively charged by sub-clause 4.1(b)(iv);
 - (ix) all Intellectual Property Rights;
 - (x) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
 - (xi) its goodwill and uncalled capital;
 - (xii) any Charged Agreements; and
 - (xiii) if not effectively assigned by sub-clause 5.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 5.1(c);
- (c) by way of assignment by way of security:
 - (i) all Insurances and Insurance Proceeds;
 - (ii) any Assigned Contract;
 - (iii) any Hedging Agreement; and
 - (iv) all Related Rights in respect of each of the above; and
- (d) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clauses 5.1(a) or 5.1(b) or which are effectively assigned by way of security under sub-clause 5.1(c).

- 5.2 The floating charge created by sub-clause 5.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

6 CONSTRUCTION

Save as specifically varied in respect of the New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "**this Deed**" in the Debenture shall include reference to this Accession Deed.

7 Governing Law

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

In witness this Accession Deed is executed on the date appearing at the head of page 1.

Schedule to Accession Deed

Part 1

Property

Chargor	Address or Description of Property	Title Number (if registered)

Part 2

Shares

Chargor	Issuer of shares	Number and class of shares	Details of nominees (if any) holding legal title to shares

Part 3

Assigned Contracts

Name of Chargor	Date of contract	Parties to contract	Details of contract

Executed as a Deed by)

VISTA RETAIL SUPPORT LIMITED)

acting by)

Director)



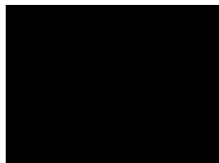
Director/Secretary

OR

Director

In the presence of:

Witness



Name SEAN JAMES

Address

Occupation TRAINEE SOLICITOR

BLAKE MORGAN 
One Central Square
Cardiff CF10 1FS