



Registration of a Charge

Company name: **VISTA RETAIL SUPPORT HOLDINGS LIMITED**

Company number: **07600905**



X6HWH8X5

Received for Electronic Filing: **26/10/2017**

Details of Charge

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

Charge code: **0760 0905 0004**

Persons entitled: **HSBC BANK PLC**

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: **WE 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:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7600905

Charge code: 0760 0905 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th October 2017 and created by VISTA RETAIL SUPPORT HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th October 2017 .

Given at Companies House, Cardiff on 30th October 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**

We 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.

Dated this 26/10/17

Signed Osborne Clarke LLP (R&J)

Osborne Clarke LLP

Accession Deed

2 Temple Back East

This Accession Deed is made on 25 October 2017

Temple Quay, Bristol

Between:

BS1 6EG (1) Vista Retail Support Holdings Limited (company number: 07600905) whose registered office is at Unit 1B, Wharfedale Road, Cardiff, CF23 7HB (the "New Chargor"); and

(2) HSBC Bank plc (the "Lender"),

and is supplemental to a Debenture granted by Scenic Topco Limited (company number 10979057) in favour of the Lender 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).

2. Confirmation

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

3. 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.

4. Security

4.1. Without prejudice to the generality of clause 3 (*Accession*), the New Chargor with full title guarantee in favour of the Lender:

- (a) charges by way of legal mortgage, all of the Property (if any) 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 4.1(a);

- (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
 - (iv) all Accession Shares;
 - (v) all Debts;
 - (vi) all Other Accounts;
 - (vii) all Investments not effectively charged by sub-clause 4.1(b)(iv);
 - (viii) all Intellectual Property Rights;
 - (ix) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
 - (x) its goodwill and uncalled capital;
 - (xi) any Charged Agreements; and
 - (xii) if not effectively assigned by sub-clause 4.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 4.1(c);
- (c) by way of assignment by way of security:
- (i) the Insurances and Insurance Proceeds;
 - (ii) any Hedging Agreement; and
 - (iii) all Related Rights in respect of each of sub-clauses 4.1(c)(i) and 4.1(c)(ii) 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 4.1(a) or 4.1(b) or which are effectively assigned by way of security under sub-clause 4.1(c).

4.2. The floating charge created by sub-clause 4.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5. 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.

6. 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

None as at the date of this Deed.

Part 2

Shares

| Chargor | Issuer of shares | Number and class of shares | Details of nominees (if any) holding legal title to shares |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------------------------|
| Vista Retail Support Holdings Limited registered in England and Wales (company number 07600905) | Vista Retail Support Limited registered in England and Wales (company number 03009356); and | 7,239,130 ordinary shares of £0.01 each | N/A |
| Vista Retail Support Holdings Limited registered in England and Wales (company number 07600905) | Vista Support Services Group Limited registered in England and Wales (company number 06372755) | 571,416 ordinary shares of £0.50 each | N/A |
| Vista Retail Support Holdings Limited registered in England and Wales (company number 07600905) | Vista Trustee Limited registered in England and Wales (company number 07600955) | 1 ordinary share of £1 | N/A |

New Chargor

Executed as a Deed

By: ~~VISTA RETAIL SUPPORT HOLDINGS LIMITED~~

 _____ Signature of Director

EMILY PULLHAM _____ Name of Director

in the presence of

 _____ Signature of witness

STEFANO DAMIANI _____ Name of witness

_____ Address of witness

BLAKE 
MORGAN
One Central Square
Cardiff CF10 1FS

SOLICITOR _____ Occupation of witness

The Lender

Signed by _____)
authorised signatory)
for and on behalf of)
HSBC BANK PLC)

New Chargor

Executed as a Deed

By: **VISTA RETAIL SUPPORT HOLDINGS LIMITED**

_____ Signature of Director

_____ Name of Director

In the presence of

_____ Signature of witness

_____ Name of witness

_____ Address of witness

_____ Occupation of witness

The Lender

Signed by CRAIL PHILLIPS
authorised signatory
for and on behalf of
HSBC BANK PLC

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