



Registration of a Charge

Company Name: **HELICAL BICYCLE 2 LIMITED**

Company Number: **13476863**



XB104B7L

Received for filing in Electronic Format on the: **01/04/2022**

Details of Charge

Date of creation: **25/03/2022**

Charge code: **1347 6863 0001**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description: **THE PROPERTY KNOWN AS 100 NEW BRIDGE STREET, LONDON, EC4
TITLE NO. NGL677347. PLEASE SEE THE CHARGE INSTRUMENT FOR
FURTHER DETAILS.**

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:

WOMBLE BOND DICKINSON (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13476863

Charge code: 1347 6863 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th March 2022 and created by HELICAL BICYCLE 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2022 .

Given at Companies House, Cardiff on 7th April 2022

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**

womblebonddickinson.com



Date: 25 March 2022

Security Accession Deed

Helical Bicycle 1 Limited ⁽¹⁾
Helical Bicycle 2 Limited ⁽²⁾
Helical Finance (RBS) Limited ⁽³⁾ and
National Westminster Bank Plc ⁽⁴⁾

Dated: 25 March 2022

BETWEEN:

- (1) **HELICAL BICYCLE 1 LIMITED**, a company incorporated in England and Wales with registered number 13476809;
 - (2) **HELICAL BICYCLE 2 LIMITED**, a company incorporated in England and Wales with registered number 13476863;
- together the **New Chargors** and each a **New Chargor**;
- (3) **HELICAL FINANCE (RBS) LIMITED**, a company incorporated under the laws England with registered number 7882513 (the **Company**) for itself and as agent for and on behalf of each of the existing Chargors; and
 - (4) **NATIONAL WESTMINSTER BANK PLC** (the **Security Agent**).

RECITALS

This deed is supplemental to a security agreement dated 30 July 2019 between, among others, the Company, and the Security Agent (as supplemented and amended from time to time, the **Security Agreement**).

THIS DEED WITNESSES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Words and expressions defined in the Security Agreement shall have the same meanings in this Deed.

1.2 Interpretation

The principles of construction set out in clause 1.2 (*Interpretation*) of the Security Agreement shall apply to this Deed, insofar as they are relevant to it, as they apply to the Security Agreement.

2. ACCESSION OF NEW CHARGOR

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

3. CREATION OF SECURITY

Each New Chargor mortgages, charges and assigns to the Security Agent all its business, undertaking and assets on the terms of clause 3 (*Grant of Security*) of the Security Agreement provided that:

- 3.1 the Real Property charged by way of legal mortgage shall be the Real Property referred to in schedule 1 (*Real Property*);
- 3.2 the Charged Securities mortgaged or (if and to the extent that the mortgage does not take effect as a mortgage) charged by way of fixed charge shall include the Charged Securities referred to in schedule 2 (*Charged Securities*);

- 3.3 the Charged Accounts charged by way of assignment shall include those set out in schedule 3 (*Charged Accounts*);
- 3.4 the Relevant Contracts assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Relevant Contracts set out in schedule 4 (*Relevant Contracts*) Part A;
- 3.5 the Relevant Contracts set out in schedule 4 (*Relevant Contracts*) Part B are charged by way of fixed charge;
- 3.6 the Insurances assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Insurances set out in schedule 5 (*Insurances*); and
- 3.7 by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified in schedule 6 (*Intellectual Property*)).

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 Security Agreement.

5. NOTICES

Each New Chargor confirms that its address details for notices in relation to clause 27 (*Notices*) of the Security Agreement are as follows:

Address: 5 Hanover Square, London, England, W1S 1HQ

Attention: Tim Murphy

Telephone: 020 7629 0113

6. LAW

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

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

SCHEDULE 1 – REAL PROPERTY

Chargor	Address	Title Number
Helical Bicycle 2 Limited	100 New Bridge Street, London EC4	NGL677347

SCHEDULE 2 – CHARGED SECURITIES

Chargor	Name of company in which share(s) are held	Class of shares held	Number of shares held	Issued share capital
Helical Bicycle 1 Limited (company number 13476809)	Helical Bicycle 2 Limited (company number 13476863)	Ordinary	1	1 share of £1.00

SCHEDULE 3 – CHARGED ACCOUNTS

None at the date of this Deed

SCHEDULE 4 – RELEVANT CONTRACTS

Part A – Assigned Relevant Contracts

None at the date of this Deed

Part B – Charged Relevant Contracts

None at the date of this Deed

SCHEDULE 5 – INSURANCES

Chargor	Insurer	Policy Number
Helical Bicycle 2 Limited	Aviva Insurance Limited	100729618CPO (Material Damage/ Business Interruption Claims) 100729624CPO (Liability Claims)
	HSB Engineering Insurance Limited	L3L85692 (Engineering Inspection Service)
	RSA Insurance	RTT261617 (Material Damage/ Business Interruption Claims)

SCHEDULE 6 – INTELLECTUAL PROPERTY

None at the date of this deed

Executed as a deed by
Helical Bicycle 1 Limited acting by a director in
the presence of this witness: [REDACTED]

Signature (Witness) [REDACTED]

Elizabeth Jane Murphy

Print Name

A [REDACTED]

Occupation Learning Support teacher

*I confirm that I was physically present when the
above signatory applied their electronic signature.*

Executed as a deed by
Helical Bicycle 2 Limited acting by a director in
the presence of this witness: [REDACTED]

Signature (Witness) [REDACTED]

Elizabeth Jane Murphy

Print Name

Address .. [REDACTED]

Occupation Learning Support Teacher

*I confirm that I was physically present when the
above signatory applied their electronic signature.*

Executed as a deed by
Helical Finance (RBS) Limited
acting by a director in the presenc [REDACTED]

Signature (Witness) [REDACTED]

Print Name

Address [REDACTED]

Learning Support Teacher

Occupation

*I confirm that I was physically present when the
above signatory applied their electronic signature.*

THE SECURITY AGENT

Executed as a deed by

National Westminster Bank Plc

acting by an authorised signatory in the presence of
this witness:

[Redacted Signature]

Authorised Signatory

ame: Naveed Rana

Signature (Witness)

Mark Clark

Print Name

NatWest

Address

[Redacted Address]

Banker

Occupation

*I confirm that I was physically present when the
above signatory applied their electronic signature.*