



Registration of a Charge

Company Name: **HELICAL BICYCLE 2 LIMITED**

Company Number: **13476863**



XB1G1DMH

Received for filing in Electronic Format on the: **07/04/2022**

Details of Charge

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

Charge code: **1347 6863 0002**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description:

Contains fixed charge(s).

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 0002

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 7th April 2022 .

Given at Companies House, Cardiff on 12th 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

womblebond dickinson.com



Dated: 25 March 2022

Accession Deed - Assignment of Subordinated Debt

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

DATE 25 March

2022

PARTIES

- (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** (registered in England and Wales under number 07882513) (**Company**); and
 - (4) **NATIONAL WESTMINSTER BANK PLC** (as security agent for the Secured Parties (as defined in the Facility Agreement, as defined below)) (in such capacity, **Security Agent**)

RECITALS

- (A) This deed is supplemental to an Assignment of Subordinated Debt dated 30 July 2019 between, among others, the Company and the Security Agent (as supplemented and amended from time to time, **Assignment of Subordinated Debt**).

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Words and expressions defined in the Assignment of Subordinated Debt shall have the same meanings in this Deed.

1.2 Construction

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

2. ACCESSION OF NEW CHARGOR

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

3. CREATION OF SECURITY

- 3.1 As a continuing security for the payment of all Secured Liabilities, each New Chargor charges in favour of the Security Agent by way of assignment and with full title guarantee all its benefits, rights, titles, claims and interests in and to each of the Relevant Loan Agreements, the Relevant Loans and all Related Rights together with all present and future claims, causes of action, payments and proceeds in respect thereof.
- 3.2 To the extent not validly and effectively assigned pursuant to clause 3.1 above and as a continuing security for the payment of all Secured Liabilities, each New Chargor charges in favour of the Security Agent by way of first fixed charge and with full title guarantee all its benefits, rights, titles, claims and interests in and to each of the Relevant Loan Agreements, the Relevant Loans and all Related Rights together with all present and future claims, causes of action, payments and proceeds in respect thereof.

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 Assignment of Subordinated Debt.

5. NOTICES

Each New Chargor confirms that its address details for notices in relation to clause 14 (*Notices*) of the Assignment of Subordinated Debt 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.

EXECUTION PAGE

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE NEW CHARGORS

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

Signature (Witness)
Elizabeth Jane Murphy

Print Name

Address

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:

Signature (Witness)
Elizabeth Jane Murphy

Print Name

Address

Occupation Learning Support Teacher

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

THE COMPANY

Executed as a deed by
Helical Finance (RBS) Limited

acting by a director in the presence of this witness: Director

Signature (Witness)

Elizabeth Jane Murphy

Print Name

Address ..

.....
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 Au
this witness:

Name: Naveed Rana

Signature (Witness)

Mark Clark

Print Name

Mark Clark

Address

.....
Banker

Occupation

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