

Winding-Up Petition



Rule 7.5
COMP 1

For Court use

Delete/
complete as
necessary:
(a) High
Court,
London

[a]

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
INSOLVENCY AND COMPANIES LIST (ChD)**

Case No: CR-2022-002066
Hearing Date: 07 Sep 2022 10:30
or as soon
thereafter. To be
heard in the Rolls
Building, London
EC4A 1NL.

Insert name of
company subject to
the petition

**IN THE MATTER OF HELSKE LIMITED
AND IN THE MATTER OF THE INSOLVENCY ACT 1986**

(a) Insert title of
court or hearing
centre as applicable

THE COURT:

- (a) To the High Court of Justice,
- (b) Business and Property Courts of England & Wales Insolvency and Companies List (ChD)

(b) Insert full name(s)
and address(es) of
petitioner(s)

THE PETITIONER:

- (b) The petition of **Indebitum s.r.o.**,

Adress - Registered office:
Jankovcova, 1535/2a Holesovice, 170 00 Prague 7, The Czech Republic

shows as follows:

(c) Insert full name
and registered no. (if
any) and/or other
required

THE COMPANY:

- (c) This petition relates to **HELKSKE LIMITED**

(hereinafter called "**the Company**").

The registered number of the Company is 085 24 077

identification details
of company subject
to the petition (see
also rule 1.6 of the
Insolvency (England
and Wales) Rules
2016 (IR 2016))

(d) Insert address of
registered office or
other address as
required (see also
rule 1.6 of the IR
2016)

- (d) The registered office of the company is at 40 Gracechurch Street, London EC3V 0BT

(e) Insert date of
incorporation and the
enactment (as
applicable); delete
where necessary

- (e) The Company was incorporated on under the Companies Act [2006]

(f) Enter the total
number of shares and
the manner in which
they are divided up.
See also para 11.2(5)
of the Practice
Direction on

- (f) The total number of issued shares of the Company is 100 000

Which are divided up as follows:

[Please see Companies House Confirmation Statement appended hereto at pages 1 - 7]

Insolvency Proceedings (PDIP). Modify if Company limited by guarantee.

(g) Enter the aggregate value of the shares (see the PDIP above)

(h) Enter amount of capital paid up or credited as such (see PDIP above)

(i) Insert the nature of the Company's business (if known); see also para 11.2(6) of the PDIP

(j) Set out the grounds on which a winding-up order is sought

(g) The aggregate nominal value of those shares is EUR 1 000

(h) The amount of the capital paid up or credited as paid up is EUR 1 000

(i) The principal nature of the Company's business is as follows: Manufacture of paints, varnishes and similar coatings, mastics and sealants

THE GROUNDS & JURISDICTION:

(j) The grounds on which the winding-up order is sought are:

The Company's registered office and business address is situated within the jurisdiction of England & Wales.

The Company owes Petitioner an amount of EUR 26 220 (GBP 22 491 at rates as at debt principal due date) (the "**Debt A**") and an amount of EUR 53 500 (GBP 48 398.8) (the "**Debt B**"). Petitioner served the Company with a Statutory Demand regarding Debt A on April 25, 2022, and a Statutory Demand regarding Debt B on April 25, 2022. Both Statutory Demands are appended hereto.

Pursuant to S. 123(1) of the Insolvency Act 1986; A company is deemed unable to pay its debts if a creditor (by assignment or otherwise) to whom the company is indebted in a sum exceeding £750 then due has served on the company, by leaving it at the company's registered office, a written demand (in the prescribed form) requiring the company to pay the sum so due and the company has for 3 weeks thereafter neglected to pay the sum or to secure or compound for it to the reasonable satisfaction of the creditor.

By sending Statutory demands to the Company's registered office and the expiration of 3 weeks, the Company should be deemed unable to pay its debts.

(k) Where the ground is section 122(1)(a) of the Insolvency Act 1986 (IA 1986) (Delete if not applicable)

(l) Where the ground is sections 122(1)(f) or 221(5)(b) of the IA 1986 (Delete if not applicable)

If more than 4 months have elapsed, this must be explained

(m) Delete as applicable

(n) Insert name of witness

Delete as applicable.

not applicable

By sending Statutory demands to the Company's registered office and the expiration of 3 weeks, the Company should be deemed unable to pay its debts. Please see para j) above.

The Company is not an undertaking within Article 1.2 of the EU Regulation on Insolvency Proceedings as it has effect in the law of the United Kingdom.

These proceedings will be non-EC proceedings

Jan Zaorálek, the director of the Petitioner filed in support hereof, it is considered that:

- the EU Regulation on Insolvency Proceedings as it has effect in the law of the United Kingdom will apply and

– these proceedings will be COMI proceedings

(o) See rule 7.5(1)(o) of the IR 2016

(o) In the circumstances it is just equitable that the Company should be wound up.

(p) Delete as applicable

THE ORDER SOUGHT:

(p) The petitioner therefore applies for an order that:

- (1) The Company HELSKE LIMITED may be wound up by the court under the Insolvency Act 1986; or
- (2) such other order may be made as the court thinks just.

(q) If the company is the petitioner, delete "the company". Add the full name and address of any other person on whom it is intended to serve this petition

ADDRESSES:

(q) It is intended to serve this petition on:

- (1) The Company
- (2) Jan Zaorálek, residence on Hlavní 25, 252 67 Tuchoměřice, the Czech Republic, the executive director of the Petitioner

This is the address that the court will use for all communications to the Petitioner until notified otherwise in writing

(r) The petitioner's addresses for service is:

Jankovcova, 1535/2a Holesovice, 170 00 Prague 7, The Czech Republic

Tel.: +420 739 058 237

Email: jan.vancura@w-advokati.cz

Reference: HELSKE LIMITED

Insert name and address of the court (and if necessary the district registry) in which the petition is issued

The Court's address is:

Rolls Building, 7 Rolls Buildings, Fetter Lane, London, EC4A 1NL

Delete as applicable and insert the relevant details as necessary. Where signing on behalf of a body see also rule 1.5(3) of the IR 2016. (The petition may be authenticated in a separate witness statement: see rule 7.6 of the IR 2016)

STATEMENT OF TRUTH

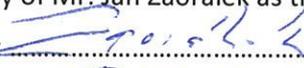
The Petitioner believes that the facts stated in this petition are true.

On behalf of the Petitioner:

Jan Zaorálek

residence on Hlavní 25, 252 67 Tuchoměřice, the Czech Republic, the executive director of the Petitioner

The means of knowledge of Mr. Jan Zaorálek, in the matters so verified are through the capacity of Mr. Jan Zaorálek as the executive director of the Petitioner

Signed: 

Dated: 

For court use

(Where the petition is issued by e-filing, the endorsement will normally be on the front of the petition, beneath the seal)

Endorsement by the Court

This petition was issued by the court on and will be heard at:

Place

Date

Time

(or as soon thereafter as the petition can be heard)

Jan Zaorálek
Petitioner:
Indebitum s.r.o.
July 7, 2022

Rule 7.6
Form Comp 2

Verification of the Petition

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURT OF ENGLAND AND WALES
INSOLVENCY AND COMPANIES LIST (ChD)

IN THE MATTER OF HELSKE LIMITED
AND
IN THE MATTER OF THE INSOLVENCY ACT 1986

I, **Jan Zaorálek** residence of Hlavní 25, 252 67 Tuchoměřice, the Czech Republic, say as follows:

1. I am the executive director of the Petitioner.
2. I am duly authorised by the Petitioner to make this witness statement on its behalf the statement in this Petition are made from my own knowledge except where otherwise indicated, in which case I have explained the source of my information and belief.
3. I have been concerned in the matters referred to in the Petition because I am the executive director of the Petitioner.
4. The statements in the Petition are true to the best on my knowledge, information and belief.
5. The Company has an establishment at 40 Gracechurch Street, London EC3V 0BT, The United Kingdom of Great Britain and Northern Ireland. Accordingly, the EU Regulation on Insolvency Proceedings as it has effect in the law of the United Kingdom will apply and these will be COMI/establishment proceedings.
6. Following the facts set out in the Winding-up petition, I also take the liberty of stating the following matters in support of the claim of the Petitioner:

Debt A

Purchase Agreement 27th October 2017

- I. Pursuant to agreement in writing dated 27th October 2017 in Prague, Mr. Jiří Menšík (now termed "Mr. Menšík") did purchase from Czech company Helskeichte a.s. a total of 23 bonds (in the agreed sum of EUR 23 000 (GBP 19 729) trading as Helskefichte a.s. (now termed "the Seller"). It was an express provision of the

Purchase Agreement aforesaid that the legal relationships of Mr. Menšík and the Seller were governed by the law of the Slovak Republic and the relevant provisions of that country's Act on Securities and Related Legal Regulations.

Purchase Agreement Paragraph 7.4

- II. Moreover, paragraph 7.4 of the Purchase Agreement expressly contemplates the possibility that disclosure of its terms may need to be made to another state or judicial authority but only to the extent strictly necessary.

Power of Attorney 1st December 2021

- III. By Power of Attorney in writing and dated 1st December 2021, Mr. Menšík expressly assigned to Indebitum s.r.o. (the Creditor) all rights of representation in relation to those rights possessed by her and exercisable pursuant to inter alia the Purchase Agreement aforesaid. Those rights so assigned expressly included the right to enforce any guarantees of the bonds or the liabilities thereunder.

Guarantee 24th September 2018

- IV. Pursuant to agreement in writing made and dated 24th September 2018 the Company expressly agreed on the facts to satisfy Mr. Menšík in relation to any unfulfilled obligations of the Seller (now termed "the Guarantee"). Those obligations were fully particularised and stated to be: "*The principal of the Bond and the interest yield of the Bond in the sum of 7% per annum*". The guarantee further expressly provided thus: "*The Guarantor undertakes to fulfil the due Obligation to the Debtor Mr. Menšík within 5 days upon the day on which the Creditor's first notice of claim is delivered to the Guarantor.*"
- V. For these purposes the Court is respectfully invited to treat the Statutory Demand herein as satisfying the Creditor's first notice of claim. Whilst the Guarantor states that it is governed by the Slovak rule of law, it is the Creditor's case that this does not confine enforcement of the Guarantee to the Czech Republic nor prohibit a foreign Court from exercising any inherent jurisdiction over the Debtor and its obligations under the Guarantee.

EU Regulation 2015/848 on Insolvency proceedings (Recast)

- VI. The Creditor reserves its position as to whether and to what extent EU Regulation 2015/848 on Insolvency Proceedings (Recast) is relevant or germane to any argument as the Company will wish to mount to contend that its centre of main interests (COMI) is other than England and Wales, particularly given that the United Kingdom departed from the European legal and constitutional jurisdiction at 11.30pm on 31st December 2020.

Statutory Demand 25th April 2022

- VII. I caused to be served upon the Registered Office of the Company a Statutory Demand pursuant to the provisions of S.123(1)(a) of the Insolvency Act 1986 requiring the Company to fulfil the obligation under its Guarantee aforesaid. At that point the Seller was in arrears of interest in which interest payments were due and payable over the 12 calendar months running from 31st August 2020 to and including 31st August 2021 (now termed the "Default Period").

Non-EC proceedings

- VIII. Pursuant to Rule 7.5(n) of the Insolvency (England & Wales) Rules 2016 it is the Company's Case that these proceedings are non-EC proceedings

Particulars of Debt

- IX. Pursuant to 9.5 of the Practice Direction in Insolvency Proceedings (effective 4th July 2018) I respectfully provide the following particulars of debt upon which the Creditor relies: the failure by the Seller to pay interest upon the subject bonds which interest was due together with the sterling equivalent of the total value of the bonds as at the date of the Statutory Demand herein, being the further sum of EUR 26 220 (GBP 22 491) with the interest on late payment accrued thereon in the period from and including 1st September 2020 which principal has fallen due for payment by reason of the implied term aforesaid.

Debt B

Purchase Agreement 24th November 2016

- X. Pursuant to agreement in writing dated 24th November 2016 in Prague, Mr. Menšík did purchase from Czech company Helskefichte a.s. a total of 50 bonds (in the agreed sum of EUR 50 000 (GBP 45 359.7) trading as Helskeeeichte a.s. (now termed "the Seller"). It was an express provision of the Purchase Agreement aforesaid that the legal relationships of Mr. Menšík and the Seller were governed by the law of the Slovak Republic and the relevant provisions of that country's Act on Securities and Related Legal Regulations.

Purchase Agreement Paragraph 7.4

- XI. Moreover, paragraph 7.4 of the Purchase Agreement expressly contemplates the possibility that disclosure of its terms may need to be made to another state or judicial authority but only to the extent strictly necessary.

Power of Attorney 1th December 2021

- XII. By Power of Attorney in writing and dated 1th December 2021, Mr. Menšík expressly assigned to Indebitum s.r.o. (the Creditor) all rights of representation in relation to those rights possessed by her and exercisable pursuant to inter alia the Purchase Agreement aforesaid. Those rights so assigned expressly included the right to enforce any guarantees of the bonds or the liabilities thereunder.

Guarantee 24th September 2018

- XIII. Pursuant to agreement in writing made and dated 24th September 2018 the Company expressly agreed on the facts to satisfy Mr. Menšík in relation to any unfulfilled obligations of the Seller (now termed "the Guarantee"). Those obligations were fully particularised and stated to be: "*The principal of the Bond and the interest yield of the Bond in the sum of 7% per annum*". The guarantee further expressly provided thus: "*The Guarantor undertakes to fulfil the due Obligation to the Debtor Mr. Menšík within 5 days upon the day on which the Creditor's first notice of claim is delivered to the Guarantor.*"
- XIV. For these purposes the Court is respectfully invited to treat the Statutory Demand herein as satisfying the Creditor's first notice of claim. Whilst the Guarantor states that it is governed by the Slovak rule of law, it is the Creditor's case that this does not confine enforcement of the Guarantee to the Czech Republic nor prohibit a foreign Court from exercising any inherent jurisdiction over the Debtor and its obligations under the Guarantee.

EU Regulation 2015/848 on Insolvency proceedings (Recast)

- XV. The Creditor reserves its position as to whether and to what extent EU Regulation 2015/848 on Insolvency Proceedings (Recast) is relevant or germane to any argument as the Company will wish to mount to contend that its centre of main interests (COMI) is other than England and Wales, particularly given that the United Kingdom departed from the European legal and constitutional jurisdiction at 11.30 pm on 31st December 2020

Statutory Demand 25th April 2022

- XVI. I caused to be served upon the Registered Office of the Company a Statutory Demand pursuant to the provisions of S.123(1)(a) of the Insolvency Act 1986 requiring the Company to fulfil the obligation under its Guarantee aforesaid. At that point the Seller was in arrears of interest which interest payments were due and payable over the 12 calendar months running from 30th September 2020 to and including 30th September 2021 (now termed the "Default Period").

Non-EC proceedings

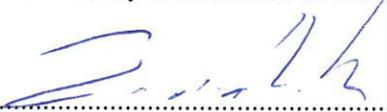
XVII. Pursuant to Rule 7.5(n) of the Insolvency (England & Wales) Rules 2016 it is the PCompany's Case that these proceedings are non-EC proceedings

Particulars of Debt

XVIII. Pursuant to 9.5 of the Practice Direction in Insolvency Proceedings (effective 4th July 2018) I respectfully provide the following particulars of debt upon which the Creditor relies: the failure by the Seller to pay interest upon the subject bonds which interest was due together with the sterling equivalent of the total value of the bonds as at the date of the Statutory Demand herein, being the further sum of EUR 53 350 (GBP 48 398.8) with the interest on late payment accrued thereon in the period from and including 1st October 2020 which principal has fallen due for payment by reason of the implied term aforesaid.

Attestation of Truth

XIX. I believe that the facts stated in this Witness Statement - Verification of the Petition are true. I understand that proceedings for contempt of Court may be brought against anyone who makes or causes to be made a full statement in a document verified by a Statement of Truth without an honest belief in its truth.

Signed 

Name: Jan Zaorálek, executive director of the Indebitum s.r.o.

Dated: 7.7.2022



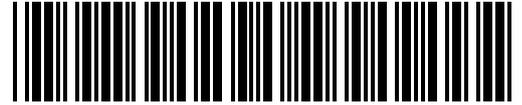
Companies House

CS01 (ef)

Confirmation Statement

Company Name: **HELSKE LIMITED**

Company Number: **08524077**



Received for filing in Electronic Format on the: **28/09/2021**

XADYUADD

Company Name: **HELSKE LIMITED**

Company Number: **08524077**

Confirmation Statement date: **11/09/2021**

Statement date:

Full details of Shareholders

The details below relate to individuals/corporate bodies that were shareholders during the review period or that had ceased to be shareholders since the date of the previous confirmation statement.

Shareholder information for a non-traded company as at the confirmation statement date is shown below

- Shareholding 1: **8540 transferred on 2021-09-10**
5000 ORDINARY shares held as at the date of this confirmation statement
Name: **MATEJ RUSNAK**
- Shareholding 2: **1000 ORDINARY shares held as at the date of this confirmation statement**
Name: **JAKUB RUSNAK**
- Shareholding 3: **1000 ORDINARY shares held as at the date of this confirmation statement**
Name: **MAREK KRAUZ**
- Shareholding 4: **16167 transferred on 2021-09-10**
0 ORDINARY shares held as at the date of this confirmation statement
Name: **HELSKE LLC**
- Shareholding 5: **25 ORDINARY shares held as at the date of this confirmation statement**
Name: **MIROSLAVA BŘEZINOVÁ**
- Shareholding 6: **25 ORDINARY shares held as at the date of this confirmation statement**
Name: **JITKA ČECHOVÁ**
- Shareholding 7: **25 ORDINARY shares held as at the date of this confirmation statement**
Name: **LADISLAV DOPITA**
- Shareholding 8: **25 ORDINARY shares held as at the date of this confirmation statement**
Name: **JITKA HANINOVÁ**
- Shareholding 9: **25 ORDINARY shares held as at the date of this confirmation statement**
Name: **JIRÍ HOUŽVIČKA**
- Shareholding 10: **750 ORDINARY shares held as at the date of this confirmation statement**
Name: **KAREL KRAUS**
- Shareholding 11: **310 ORDINARY shares held as at the date of this confirmation statement**
Name: **MATĚJ LUKÁČ**
- Shareholding 12: **25 ORDINARY shares held as at the date of this confirmation statement**
Name: **VĚRA POUSTECKÁ**

Shareholding 13: **100 ORDINARY shares held as at the date of this confirmation statement**
Name: **DAVID PŘICHYSTAL**

Shareholding 14: **25 ORDINARY shares held as at the date of this confirmation statement**
Name: **JIŘÍ SLÁMA**

Shareholding 15: **50 ORDINARY shares held as at the date of this confirmation statement**
Name: **ZDENĚK RUNŠTUK**

Shareholding 16: **25 ORDINARY shares held as at the date of this confirmation statement**
Name: **RADOMÍR SKOVRÁNEK**

Shareholding 17: **58200 transferred on 2021-09-10**
5000 ORDINARY shares held as at the date of this confirmation statement
Name: **LIBOR STÝBR**

Shareholding 18: **25 ORDINARY shares held as at the date of this confirmation statement**
Name: **STANISLAV TRASON**

Shareholding 19: **25 ORDINARY shares held as at the date of this confirmation statement**
Name: **IVO STÁREK**

Shareholding 20: **25 ORDINARY shares held as at the date of this confirmation statement**
Name: **JAROSLAV ZATLOUKAL**

Shareholding 21: **1000 ORDINARY shares held as at the date of this confirmation statement**
Name: **ALENA BERNARDOVÁ**

Shareholding 22: **500 ORDINARY shares held as at the date of this confirmation statement**
Name: **MIROSLAV LABAJ**

Shareholding 23: **10 ORDINARY shares held as at the date of this confirmation statement**
Name: **MARTIN BODA**

Shareholding 24: **22 ORDINARY shares held as at the date of this confirmation statement**
Name: **MIROSLAV CHUPAC**

Shareholding 25: **2 ORDINARY shares held as at the date of this confirmation statement**
Name: **MIROSLAV CYPRICH**

Shareholding 26: **66 ORDINARY shares held as at the date of this confirmation statement**
Name: **STANISLAV DINDA**

Shareholding 27: **10 ORDINARY shares held as at the date of this confirmation statement**
Name: **JURAJ DOLNIK**

Shareholding 28: **10 ORDINARY shares held as at the date of this confirmation statement**
Name: **MILAN FEDOR**

Shareholding 29: **11 ORDINARY shares held as at the date of this confirmation statement**
Name: **MARTIN HANUS**

Shareholding 30: **76 ORDINARY shares held as at the date of this confirmation statement**
Name: **TOMAS HANUS**

Shareholding 31: **44 ORDINARY shares held as at the date of this confirmation statement**
Name: **GABRIELA HANUSOVA**

Shareholding 32: **11 ORDINARY shares held as at the date of this confirmation statement**
Name: **MIROSLAVA HANUSOVA**

Shareholding 33: **10 ORDINARY shares held as at the date of this confirmation statement**
Name: **RUDOLF HLADEK**

Shareholding 34: **110 ORDINARY shares held as at the date of this confirmation statement**
Name: **MICHAL HUSAR**

Shareholding 35: **11 ORDINARY shares held as at the date of this confirmation statement**
Name: **MARTA KUFFOVA**

Shareholding 36: **150 ORDINARY shares held as at the date of this confirmation statement**
Name: **MIROSLAV LYSIK**

Shareholding 37: **423 ORDINARY shares held as at the date of this confirmation statement**
Name: **MATEJ LUKAC**

Shareholding 38: **27 ORDINARY shares held as at the date of this confirmation statement**
Name: **ALBIN PISARCIK**

Shareholding 39: **19 ORDINARY shares held as at the date of this confirmation statement**
Name: **MICHAL POREMBA**

Shareholding 40: **10 ORDINARY shares held as at the date of this confirmation statement**
Name: **MIRIAM SLUGENOVA**

Shareholding 41: **1 ORDINARY shares held as at the date of this confirmation statement**
Name: **MAROS STRBAN**

Shareholding 42: **12 ORDINARY shares held as at the date of this confirmation statement**
Name: **EMIL VALARIK**

Shareholding 43: **456 ORDINARY shares held as at the date of this confirmation statement**
Name: **JAN VALARIK**

Shareholding 44: **33 ORDINARY shares held as at the date of this confirmation statement**
Name: **PETER VALARIK**

Shareholding 45: **24 ORDINARY shares held as at the date of this confirmation statement**
Name: **ROMAN ZAJAC**

Shareholding 46: **10 ORDINARY shares held as at the date of this confirmation statement**
Name: **PATRIK ZUBOR**

Shareholding 47: **500 ORDINARY shares held as at the date of this confirmation statement**
Name: **BUSINESS PARTNER ACADEMY, S.R.O.**

Shareholding 48: **50 transferred on 2021-09-10**
0 ORDINARY shares held as at the date of this confirmation statement
Name: **HELSKE LLC**

Shareholding 49: **82957 ORDINARY shares held as at the date of this confirmation statement**
Name: **SERVICE-24 LTD**

Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager,
Judicial Factor

Statutory Demand

under section 123(1)(a) of the Insolvency Act 1986 [*]

Warning

- This is an **important** document. This demand must be dealt with **within 21 days** after its service upon the company or a winding-up order could be made in respect of the company.
- Please read the demand and notes carefully.

Notes for Creditor

- The person making this demand must complete the whole of sections 1, 2 (including Part B if applicable) and 3 and the authentication (including the date) at the end.
- The details given in Section 1 must comply with rule 1.6 of the Insolvency (England and Wales) Rules 2016 (IR 2016).
- The Details of Debt (Section 2) must include all the relevant matters listed in the margin notes at Section 2. These should be set out in the order given unless the person completing the demand considers that a different order would be more convenient for the recipient.
- The creditor must give details of an individual with whom the Company can communicate about the Demand in Section 3.
- The authentication must comply with rule 1.5 of the IR 2016. If signatory of the demand is a solicitor or other agent of the creditor the name of his/her firm should be given.

Section 1 - DEMAND

To HELSKE LIMITED

Name: HELSKE LIMITED (The Company)

Registered No. 085 24 077:

Address: Registered office: 40 Gracechurch Street, London EC3V 0BT, UK

This demand is made under [section 123(1)(a)] of the Insolvency Act 1986 and is served on you by the creditor

Name: Indebitum s.r.o.

Registered No. X

[If a company incorporated in England and Wales under the Companies Act 2006 or a previous Companies Act, insert its registered number]

Address: Registered office:

Jankovcova 1535/2a, Holesovice, 170 00 Prague 7,
The Czech Republic

[If a registered company, insert its registered office; if unregistered, the postal address of any principal place of business; if an individual, his or her personal or professional address (as appropriate)]

*[Or, if the Creditor is a company incorporated outside the UK insert the following details]**

Country or territory in which incorporated: the Czech Republic

Registered No. (if any): 116 50 893

The creditor claims that the Company owes the sum of EUR 53 500 ,
full details of which are set out in section 2 of this Demand.

Section 2
A. Details of Debt

These details must include the following information:

- (a) the amount of the debt as at the date of this demand;
- (b) the consideration for the debt (or if there is no consideration the way in which it arose); the date on which the debt arose should also be included;
- (c) if the demand is founded on a judgment or order of a court, details of the judgment or order;
- (d) if the creditor is entitled to the debt by way of assignment, a statement to that effect and that the details of the relevant assignment(s) are given in Part B below (which must then also be filled in);
- (e) if the sums demanded include (i) any charge by way of interest not previously notified to the company as included in its liability and/or (ii) any other charge accruing due from time to time, each such charge must be separately identified (if claimed) with the amount or rate of the charge and the grounds upon which payment is claimed: the amount claimed for such charges must be limited to that which has accrued due at the date of the demand.

See attached Glossary.

1. The Interest for the Default Period is due and owing from the Issuer to the Attorney (on behalf of the Creditor) pursuant to the terms of the Purchase Agreement the Act and the Power of Attorney in the sterling equivalent sum of EUR 3 500
2. In addition, by reason of the Significant Breach during the Default Period the Principal has become due and owing in the further sterling equivalent of EUR 50 000.
3. **The total sums** the subject of this Demand comprise both the Principal and the interest which has been quantified at and is confined to all amounts owing to the 9/30/2020: 53 500 with the interest on late payment accrued thereon in the period from and including 10/1/2020 until payment.

Part B [For completion if the creditor is entitled to the debt by way of assignment]

	Name	Date(s) of Assignment
Original creditor		
Assignees		

Section 2 : Details of Debt Glossary

50 Bonds issued by helskefichte a.s. with a nominal value of EUR 1 000 per Bond providing a total nominal value of EUR 50 000.	The Bonds
Mr. Jiří Menšík as the purchaser of the Bonds:	The Purchaser
helskefichte a.s.as the issuer of the Bonds:	The Issuer
helskeeiche a.s. as the seller of the Bonds:	The Seller
The Purchase Agreement in writing between the Purchaser and the Seller in relation to the Bonds and dated 11/24/2016	The Purchase Agreement
The total nominal value of the Bonds being EUR 50 000.	The Principal
The written guarantee granted by Helske Limited to holders of the Bonds dated 24 th day of September 2018 hereby the Issuer's obligations from the Bonds were guaranteed by Helske Limited:	The Guarantee
The interest on the Bonds payable at 7% per annum:	The Interest
Helske Limited:	The Guarantor
The issue conditions applicable to bonds issued within the Czech Republic and published on the website of the Central Depository of Securities of the Slovak Republic and incorporated within and adopted by the Purchase Agreement	The Conditions of Issue
The Issuer's obligation to pay interest pursuant to the provisions of the Act:	The Obligation to pay the Interest
The period from and including the 9/30/2020 to and including the 9/30/2020:	The Default Period
The Issuer's failure to pay the interest upon the Bonds on the first day of each of the twelve calendar months from and including 9/30/2020 to and including the 9/30/2020:	The Significant Breach
The Power of Attorney in writing and dated 12/1/2021 made between the Purchaser and Indebitum s.r.o. in respect of the Bonds	The Power of Attorney
Indebitum s.r.o.	The Attorney

Section 3

The Company must pay the above debt within 21 days of service of this demand on the Company after which the creditor may present a winding-up petition unless the Company offers security for the debt and the creditor agrees to accept security or the Company compounds the debt with the creditor's agreement.

The individual or individuals to whom any communication regarding this demand may be addressed is/are:

Name	Jan Zaorálek, Indebitum s.r.o.
Address	Jankovcova 1535/2a, Holešovice, 170 00 Prague 7, the Czech Republic
Electronic address	office@indebitum.com
Telephone Number	
Reference	Indebitum/111901

How to comply with a statutory demand

If the Company wishes to avoid a winding-up petition being presented it must pay the debt shown on page 1, details of which are set out on page 2 of this notice, within the period of **21 days after** its service upon the Company. Alternatively, the Company can attempt to come to a settlement with the creditor. To do this an officer or representative of the Company should:

- inform the individual (or one of the individuals) named in Part A above immediately that it is willing and able to offer security for the debt to the creditor's satisfaction; or
- inform the individual (or one of the individuals) named in Part A immediately that it is willing and able to compound for the debt to the creditor's satisfaction.

If the Company disputes the demand in whole or in part it should contact the individual (or one of the individuals) named in Part A immediately.

REMEMBER!

The Company has only 21 days after the date of service on it of this document before the creditor may present a winding-up petition.

NOTE:

The Company has the right to make an application to the court(*) for an injunction restraining the creditor from presenting a winding-up petition or from advertising it.

Insert the name of the court (hearing centre) to which, according to present information, the company must make the application

The High Court of Justice,
Business and Property Courts of England & Wales
Insolvency and Companies List (ChD)

Note: The demand must be dated, and authenticated either by the creditor, or a person authorised to make the demand on the creditor's behalf. A demand which is authenticated by a person other than the creditor must state that the person is authorised to make this demand on the creditor's behalf and state the person's relationship to the creditor.

Authentication

Signature of individual:

Name: JAN ZAORÁLEK

(Block Letters)

Date: 25/04/2022

Address: Hlavní 25, 252 67 Tuchoměřice, the Czech Republic

Electronic address: office@indebitum.com Ref: Indebitum/111901

I, the above-signed, not being the creditor herein, state as follows:

I am authorised to make this demand on the creditor's behalf.

My position in/relationship to the creditor is the executive director.

Statutory Demand

under section 123(1)(a) of the Insolvency Act 1986 [*]

Warning

- This is an **important** document. This demand must be dealt with **within 21 days** after its service upon the company or a winding-up order could be made in respect of the company.
- Please read the demand and notes carefully.

Notes for Creditor

- The person making this demand must complete the whole of sections 1, 2 (including Part B if applicable) and 3 and the authentication (including the date) at the end.
- The details given in Section 1 must comply with rule 1.6 of the Insolvency (England and Wales) Rules 2016 (IR 2016).
- The Details of Debt (Section 2) must include all the relevant matters listed in the margin notes at Section 2. These should be set out in the order given unless the person completing the demand considers that a different order would be more convenient for the recipient.
- The creditor must give details of an individual with whom the Company can communicate about the Demand in Section 3.
- The authentication must comply with rule 1.5 of the IR 2016. If signatory of the demand is a solicitor or other agent of the creditor the name of his/her firm should be given.

Section 1 - DEMAND

To HELSKE LIMITED

Name: HELSKE LIMITED (The Company)

Registered No. 085 24 077:

Address: Registered office: 40 Gracechurch Street, London EC3V 0BT, UK

This demand is made under [section 123(1)(a)] of the Insolvency Act 1986 and is served on you by the creditor

Name: Indebitum s.r.o.

Registered No. X

[If a company incorporated in England and Wales under the Companies Act 2006 or a previous Companies Act, insert its registered number]

Address: Registered office:

Jankovcova 1535/2a, Holesovice, 170 00 Prague 7,
The Czech Republic

[If a registered company, insert its registered office; if unregistered, the postal address of any principal place of business; if an individual, his or her personal or professional address (as appropriate)]

*[Or, if the Creditor is a company incorporated outside the UK insert the following details]**

Country or territory in which incorporated: the Czech Republic

Registered No. (if any): 116 50 893

The creditor claims that the Company owes the sum of EUR 26 220 ,
full details of which are set out in section 2 of this Demand.

Section 2

A. Details of Debt

These details must include the following information:

(a) the amount of the debt as at the date of this demand;

(b) the consideration for the debt (or if there is no consideration the way in which it arose); the date on which the debt arose should also be included;

(c) if the demand is founded on a judgment or order of a court, details of the judgment or order;

(d) if the creditor is entitled to the debt by way of assignment, a statement to that effect and that the details of the relevant assignment(s) are given in Part B below (which must then also be filled in);

(e) if the sums demanded include (i) any charge by way of interest not previously notified to the company as included in its liability and/or (ii) any other charge accruing due from time to time, each such charge must be separately identified (if claimed) with the amount or rate of the charge and the grounds upon which payment is claimed: the amount claimed for such charges must be limited to that which has accrued due at the date of the demand.

See attached Glossary.

1. The Interest for the Default Period is due and owing from the Issuer to the Attorney (on behalf of the Creditor) pursuant to the terms of the Purchase Agreement the Act and the Power of Attorney in the sterling equivalent sum of EUR 3 220
2. In addition, by reason of the Significant Breach during the Default Period the Principal has become due and owing in the further sterling equivalent of EUR 23 000.
3. **The total sums** the subject of this Demand comprise both the Principal and the interest which has been quantified at and is confined to all amounts owing to the 8/31/2021: 26 220 with the interest on late payment accrued thereon in the period from and including 9/1/2020 until payment.

Part B [For completion if the creditor is entitled to the debt by way of assignment]

	Name	Date(s) of Assignment
Original creditor		
Assignees		

Section 2 : Details of Debt

Glossary

23 Bonds issued by helskeeiche a.s. with a nominal value of EUR 1 000 per Bond providing a total nominal value of EUR 23 000.	The Bonds
Mr. Jiří Menšík as the purchaser of the Bonds:	The Purchaser
helskeeiche a.s.as the issuer of the Bonds:	The Issuer
helskefichte a.s. as the seller of the Bonds:	The Seller
The Purchase Agreement in writing between the Purchaser and the Seller in relation to the Bonds and dated 10/27/2017	The Purchase Agreement
The total nominal value of the Bonds being EUR 23 000.	The Principal
The written guarantee granted by Helske Limited to holders of the Bonds dated 24 th day of September 2018 hereby the Issuer's obligations from the Bonds were guaranteed by Helske Limited:	The Guarantee
The interest on the Bonds payable at 7% per annum:	The Interest
Helske Limited:	The Guarantor
The issue conditions applicable to bonds issued within the Czech Republic and published on the website of the Central Depository of Securities of the Slovak Republic and incorporated within and adopted by the Purchase Agreement	The Conditions of Issue
The Issuer's obligation to pay interest pursuant to the provisions of the Act:	The Obligation to pay the Interest
The period from and including the 8/31/2020 to and including the 8/31/2021:	The Default Period
The Issuer's failure to pay the interest upon the Bonds on the first day of each of the twelve calendar months from and including 8/31/2020 to and including the 8/31/2021:	The Significant Breach
The Power of Attorney in writing and dated 12/1/2021 made between the Purchaser and Indebitum s.r.o. in respect of the Bonds	The Power of Attorney
Indebitum s.r.o.	The Attorney

Section 3

The Company must pay the above debt within 21 days of service of this demand on the Company after which the creditor may present a winding-up petition unless the Company offers security for the debt and the creditor agrees to accept security or the Company compounds the debt with the creditor's agreement.

The individual or individuals to whom any communication regarding this demand may be addressed is/are:

Name	Jan Zaorálek, Indebitum s.r.o.
Address	Jankovcova 1535/2a, Holešovice, 170 00 Prague 7, the Czech Republic
Electronic address	office@indebitum.com
Telephone Number	
Reference	Indebitum/111902

How to comply with a statutory demand

If the Company wishes to avoid a winding-up petition being presented it must pay the debt shown on page 1, details of which are set out on page 2 of this notice, within the period of **21 days after** its service upon the Company. Alternatively, the Company can attempt to come to a settlement with the creditor. To do this an officer or representative of the Company should:

- inform the individual (or one of the individuals) named in Part A above immediately that it is willing and able to offer security for the debt to the creditor's satisfaction; or
- inform the individual (or one of the individuals) named in Part A immediately that it is willing and able to compound for the debt to the creditor's satisfaction.

If the Company disputes the demand in whole or in part it should contact the individual (or one of the individuals) named in Part A immediately.

REMEMBER!

The Company has only 21 days after the date of service on it of this document before the creditor may present a winding-up petition.

NOTE:

The Company has the right to make an application to the court(*) for an injunction restraining the creditor from presenting a winding-up petition or from advertising it.

Insert the name of the court (hearing centre) to which, according to present information, the company must make the application

The High Court of Justice,
Business and Property Courts of England & Wales
Insolvency and Companies List (ChD)

Note: The demand must be dated, and authenticated either by the creditor, or a person authorised to make the demand on the creditor's behalf. A demand which is authenticated by a person other than the creditor must state that the person is authorised to make this demand on the creditor's behalf and state the person's relationship to the creditor.

Authentication

Signature of individual:

Name: JAN ZAORÁLEK

(Block Letters)



Date: 25/04/2022

Address: Hlavní 25, 252 67 Tuchoměřice, the Czech Republic

Electronic address: office@indebitum.com Ref: Indebitum/111902

I, the above-signed, not being the creditor herein, state as follows:

I am authorised to make this demand on the creditor's behalf.

My position in/relationship to the creditor is the executive director.