



Registration of a Charge

Company name: **SLICETHEPIE LIMITED**

Company number: **05783339**



X8C5CDZM

Received for Electronic Filing: **19/08/2019**

Details of Charge

Date of creation: **19/08/2019**

Charge code: **0578 3339 0003**

Persons entitled: **DAVID BAILEY**

Brief description:

Contains fixed charge(s).

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **D COURTIER-DUTTON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5783339

Charge code: 0578 3339 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th August 2019 and created by SLICETHEPIE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th August 2019 .

Given at Companies House, Cardiff on 20th August 2019

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**

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this 19th day of August, 2019

BETWEEN:

David Bailey of Woodspeen Lodge, Woodspeen, Newbury, Berkshire RG20 8BS (the "Lender")

OF THE FIRST PART

AND

Slicethepie Limited of 3 Dukesbridge Chambers, Reading, ENG, RG14SA
(the "Borrower")

OF THE SECOND PART

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, all parties agree to keep, perform and fulfil the promises and conditions set out in this Agreement:

This agreement supersedes and replaces any and all previous loan agreements between the parties secured on the R&D tax credit detailed below.

Loan Amount & Interest

1. The Lender agrees to loan £30,000 GBP to the Borrower and the Borrower promises to repay this principal amounts to the Lender, with interest payable on the unpaid principal at the rate of 10.00 percent per annum, calculated yearly not in advance.

Payment

2. This Loan will be repaid in full on or before 1 November, 2019.

Default

3. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.
4. If the Borrower defaults in payment as required under this Agreement or after demand for ten (10) days, the Security will be immediately provided to the Lender and the Lender are granted all rights of repossession as a secured party.

Security

5. This Loan is secured by the following security (the "Security"): the right to the R&D tax credit payable to Slicethepie Limited for the year May 2018 - April 2019. The claim for this was submitted to the Inland Revenue in July 2019.
6. The Borrower grants to the Lender a security interest in the Security until this Loan is paid in full.

Governing Law

7. This Agreement will be construed in accordance with and governed by the laws of Country of England.

Costs

8. All costs, expenses and expenditures including, without limitation, the complete legal costs incurred by enforcing this Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower.

Binding Effect

9. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lenders. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

Amendments

10. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lenders.

Severability

11. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions

12. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
13. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

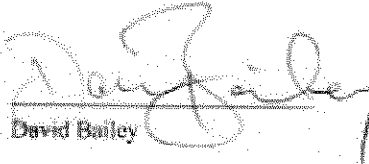
Entire Agreement

14. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signatures on this 19th day of August, 2019.

SIGNED, SEALED AND DELIVERED

before me, this NINETEENTH day of August, 2019


David Bailey

SIGNED, SEALED AND DELIVERED

before me, this NINETEENTH day of August, 2019


Slicethopie Limited