



**Registration of a Charge**

Company Name: **SLICETHEPIE LIMITED**

Company Number: **05783339**



Received for filing in Electronic Format on the: **03/04/2023**

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**Details of Charge**

Date of creation: **31/03/2023**

Charge code: **0578 3339 0004**

Persons entitled: **DAVID BAILEY ENTERPRISES LIMITED**

Brief description: **ALL OF THE PLANT MACHINERY AND EQUIPMENT OWNED BY THE COMPANY THE PROCEEDS OF ALL POLICIES OF INSURANCE NOW OR IN THE FUTURE TAKEN OUT BY THE COMPANY AND THE BENEFIT OF ALL OPTIONS AND RIGHTS DEVOLVING UPON THE COMPANY UNDER ANY SUCH POLICY OF INSURANCE SHALL ACCRUE TO THE LENDER**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

**Chargor acting as a bare trustee for the property.**

**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:

**DAVID COURTIER-DUTTON**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5783339

Charge code: 0578 3339 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2023 and created by SLICETHEPIE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2023 .

Given at Companies House, Cardiff on 5th April 2023

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**

Dated 31 March 2023

**Slicethepie Limited**

**-and-**

**David Bailey Enterprises Limited**

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**Security Agreement**

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**THIS SECURITY AGREEMENT** is made the 31 day of March 2023

**BETWEEN:**

(1) **Slicethpie Limited** (incorporated in England and Wales with registered number 5783339) whose registered office is at 3 Dukesbridge Chambers, Duke Street, Reading RG1 4SA (the **Company**); and

(2) **David Bailey Enterprises Limited** (Company Number 02272162) whose registered office is at Woodspeen Lodge Woodspeen Newbury Berkshire RG20 8BS (**DBE**) acting in its own right and also as the agent of those additional parties (the **Additional Parties**) listed in the Schedule (**DBE** and the **Additional Parties** being jointly and severally referred to as the **Lender**).

**1 Mortgage**

1.1 The Company as security for the payment to the Lender of the Secured Sums and as security for the performance of the obligations of the Company under this Security Agreement and at the express written direction of the Lender:

(a) charges all of the plant machinery and equipment owned by the Company in favour of the Lender by way of first fixed charge;

(b) assigns absolutely to the Lender (and where the same are executory by present assignment of future copyright pursuant to the Copyright Act Section 91) to the extent that such rights are capable of assignment all of the Company's right title and interest in the Rights throughout the world absolutely for the full period and extent of such rights and where such rights are incapable of assignment or licence the Company undertakes to hold the same and the entire benefit of them upon trust for the Lender absolutely;

(c) assigns absolutely to the Lender by way of security the proceeds of all policies of insurance now or in the future taken out by the Company and the benefit of all options and rights devolving upon the Company under any such policy of insurance shall accrue to the Lender;

(d) charges in favour of the Lender by way of first floating charge the entire business and all other rights assets and property of the Company now owned or at any time acquired by the Company during the continuance of this security to the extent not specifically referred to above.

1.2 This Security Agreement shall remain in force as a continuing security to the Lender notwithstanding any settlement on account or any other act event or matter whatever except only the execution by the Lender under seal of an absolute and unconditional release or the execution by or on behalf of the Lender of a receipt for all and not part only of the Secured Sums and/or the obligations of the Company under this Security Agreement.

**2 Book debts and other money**

The Company undertakes with the Lender that it shall not without the prior consent of the Lender in writing (which shall not be unreasonably withheld) charge or assign or purport to charge or assign in favour of any other person any money which it may receive in respect of book debts and/or other property charged by it pursuant to this Security Agreement and the Company shall if called upon to do so by the Lender execute a legal assignment of such property and book debts to the Lender.

**3 Enforcement**

3.1 The security created under Clause 1 shall become enforceable upon the happening of any Event of Default specified in the Loan Agreement without prejudice to the Lender's rights under the Loan Agreement.

3.2 On or at the time after an Event of Default pursuant to the Loan Agreement the Lender shall (without prejudice to the statutory power of sale conferred by the Law of Property Act 1925 which is applicable to this Security Agreement) be entitled to sell the property or assets charged and/or assigned pursuant to this Security Agreement or any part or parts of them or otherwise exploit them or turn them to account for such price and in such manner as the Lender in its absolute discretion may think fit.

3.3 The Lender shall on receipt of any proceeds resulting from any of the acts of enforcement referred to in Clause 3.2 apply the same in or towards repayment of the Secured Sums then outstanding to the Lender under the Loan Agreement. The Lender shall be entitled to the repayment of all costs and charges in connection with the foregoing including all costs fees and charges it may incur as a consequence of the enforcement of this Security Agreement.

3.4 If on enforcement of this Security Agreement there shall remain any sum of money after all Secured Sums have been paid in full such sum of money shall be remitted to the Company or other person entitled to it.

3.5 The Law of Property Act 1925 Section 103 and the restriction contained in Section 93 shall not apply to the security created by this charge.

3.6 In addition to the foregoing provisions of this Clause the Lender may at any time after the security interest created by this Security Agreement shall have become enforceable appoint in writing a Receiver of the property charged or assigned on such terms as to remuneration and otherwise as it shall think fit and may from time to time remove any Receiver and appoint another in his or their stead.

3.7 If a Receiver is appointed such Receiver shall be the agent of the Company and have the power:

- (a) to take possession of get in and enforce the property charged or assigned;
- (b) to take any steps that may be necessary or desirable to effect compliance with any or all of the agreements charged or assigned pursuant to this Security Agreement and to carry on manage or concur in carrying on and managing the business of the Company or any part of the same in relation to the Programmes and for any of those purposes to raise or borrow from the Lender or otherwise any money that may be required upon the security of the whole or any part of the property or assets charged or assigned by this Security Agreement;
- (c) to institute proceedings and sue in the name of the Company and to appoint managers agents servants and workmen at such salaries as the Receiver may determine;
- (d) to sell or license or concur in selling or licensing the interest of the Company in all property and assets charged or assigned by this Security Agreement or otherwise deal therewith and on such terms in the interest of the Lender as the Receiver thinks fit;
- (e) to make any arrangement or compromise and enter into any contract or do any other act or make any omission which he shall think expedient in the interest of the Lender and to do any other act or thing which a Receiver appointed under the Law of Property Act 1925 or the Insolvency Act 1986 would have power to do subject to the provisions of this Security Agreement PROVIDED ALWAYS that nothing contained in this Security Agreement shall make the Lender liable to such Receiver as aforesaid in respect of the Receiver's remuneration costs charges or expenses or otherwise.

3.8 On any sale or other exploitation of the property secured or charged or assigned a statutory declaration made by a director of the Lender that an Event of Default has occurred under the Loan Agreement and that the security created by this Security Agreement is enforceable and that the power of sale or exploitation is exercisable shall be conclusive evidence in favour of any Purchaser or other person deriving title under sale or exploitation of the whole or any part of the property charged or assigned by this Security Agreement.

3.9 The Company irrevocably and by way of security appoints the Lender its attorney to act by its proper officials or representatives in the event that the security created by this Security Agreement shall become enforceable.

#### **4 Covenants and warranties**

The Company warrants undertakes and agrees with the Lender as follows:

4.1 that it has the right to enter into this Security Agreement and that it has the right to enter into this Security Agreement;

4.2 not without the prior written consent of the Lender to sell transfer dispose of or part with possession or control of or attempt to sell transfer or dispose of any part of them or any interest in any

part of the property the subject of this Security Agreement nor directly or indirectly create or permit to exist any security interest in any part of them;

4.3 to maintain the property the subject of this Security Agreement in good and serviceable condition (fair wear and tear excepted) and not to permit the same to be used handled or maintained other than by persons properly qualified and trained or to be used for any purpose other than that for which it was designed or suitable;

4.4 immediately to notify the Lender of any material loss theft damage or destruction to the property the subject of this Security Agreement or any part of it;

4.5 to observe and perform at all times throughout the continuance of this security all obligations and warranties on the part of the Company pursuant to the Loan Agreement which warranties shall be deemed to be repeated for the benefit of the Lender for the purposes of this Clause;

4.6 to maintain all insurance policies required to be maintained in relation to the property the subject of this Security Agreement and further cause the interest of the Lender to be duly notified to the underwriters. In the event of failure on the part of the Company to pay the premium in respect of any such policies the Lender may pay such premium itself and the amount of the premium and all costs charges and expenses relating to that payment shall be repaid by the Company and until so repaid shall be added to this security;

4.7 not to create extend or permit to exist or be created or extended any mortgage charge lien pledge incumbrance or security on over or affecting the property charged under this Security Agreement without the prior written consent of the Lender and that none of such property is at present the subject of any such mortgage charge lien pledge incumbrance or other security interest.

## **5. Grant of time or indulgence**

The security created by this Security Agreement shall not be affected or prejudiced in any way by the Lender giving time or granting any indulgence to the Company or accepting any composition from or compounding with or making any other arrangement with the Company in respect of the Secured Sums and the Lender may enforce the security created by this Security Agreement and any other security it may hold in respect of such Secured Sums in any order which it may in its absolute discretion think fit.

## **6. Dispositions of this Security Agreement**

For the avoidance of doubt the Company acknowledges that the Lender shall be entitled to assign participate transfer charge sub-charge or otherwise grant security over or deal in all or any of its right title and interest in this Security Agreement.

## **7 Protection of third parties**

7.1 No Purchaser from the Lender and/or any Receiver or other person dealing with the Lender and/or any Receiver shall be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable or whether the Secured Sums remain outstanding or as to the propriety or validity of the exercise or purported exercise of any such power and the title of a Purchaser and the position of such a person shall not be prejudiced by reference to any of those matters.

7.2 The receipt of the Lender or any Receiver shall be an absolute and conclusive discharge to a Purchaser and shall relieve such person of any obligation to see to the application of any sums paid to or by the direction of the Lender or any Receiver.

## **8 Protection of the Lender and Receiver**

8.1 Neither the Lender nor the Receiver shall be liable in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective powers.

8.2 Without prejudice to the generality of Clause 8.1 entry into possession by the Lender in relation to the property the subject of this Security Agreement or any part of it shall not render the Lender or any Receiver liable to account as mortgagee in possession and if and whenever the Lender or any Receiver enters into possession of the the property the subject of this Security Agreement or any part of it the Lender may at any time go out of such possession.

## **9 Expenses and indemnity**

The Company shall upon demand fully indemnify the Lender against all claims proceedings liabilities and expenditure which the Lender may incur in connection with any payment or discharge in respect of the Secured Sums (whether made by the Company or a third person) being impeached or declared void for any reason whatever.

## **10 Further assurances**

The Company shall on demand execute any document and do any other act or thing which the Lender may specify for perfecting any security created or intended to be created by this Security Agreement.

## **11 Other security**

11.1 This security is in addition to and shall not be merged in or in any way prejudice or be prejudiced by any other security interest document or right which the Lender may now or at any time hereafter hold or have as regards the Company or any other person in respect of the Secured Sums.

11.2 The powers which this Security Agreement confers on the Lender are cumulative and without prejudice to its powers under general law and may be exercised as often as the Lender deems appropriate.

## **12 Definitions and interpretation**

13.1 The following definitions apply in this Security Agreement:

### **Event of Default**

Any event of default pursuant to the provisions of the Loan Agreement

### **Loan Agreement**

The loan agreement of even date between the Lender and the Company and all ancillary and connected agreements and documents

### **Purchaser**

Any person acquiring for money or money's worth any lease or security interest or right or any other interest of any nature in the Programmes or the Rights.

### **Receiver**

Any receiver or manager or administrative receiver.

### **Rights**

Any and all intellectual property rights which are owned or controlled by the Company.

### **Secured Sums**

All sums which are or may become payable in respect of principal interest or otherwise by the Company pursuant to the Loan Agreement or this Security Agreement and references to the Secured Sums include references to any of them.

### **Security Agreement**

This Security Agreement and any and all schedules annexures and exhibits attached to it or incorporated by reference.



12.2 Any reference in this Security Agreement to any statute or statutory provision order or regulation shall be construed as including a reference to that statute or statutory provision order or regulation as from time to time amended modified extended or re-enacted whether before or after the date of this Security Agreement and to all statutory instruments orders regulations and directives modifying or extending the same.

12.3 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate unincorporated associations and partnerships.

12.4 The word 'copyright' means the entire copyright including rental and lending right database right and design right subsisting under the laws of the United Kingdom and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world<sup>7</sup>.

12.5 Unless otherwise stated references to clauses sub-clauses sub-paragraphs schedules annexures and exhibits relate to this Security Agreement.

### **13 Notices**

13.1 Any notice or other document required to be given under this Agreement or any communication between the parties with respect to any of the provisions of this Agreement shall be in writing and be deemed duly given if signed by or on behalf of the party giving notice and if left at or sent by pre-paid registered or recorded delivery post to the address of the addressee as set out at the head of the Agreement or as notified between the parties for the purpose of this Clause.

13.2 Any such notice or other communication shall be deemed to be given to and received by the addressee:

- (a) at the time the same is left at the address of or handed to a representative of the party to be served;
- (b) by post on the day not being a Sunday or public holiday two days following the date of posting;
- (c) in the case of an email or facsimile transmission or other means of telecommunication on the next following day.

13.3 In proving the giving of a notice it should be sufficient to prove that the notice was properly addressed (and posted if sent by post) or left at the relevant address as the case may be or despatched by email to the following addresses as relevant or such other addresses as shall be notified by the parties:

In the case of the Lender: [d.bailey1@btinternet.com](mailto:d.bailey1@btinternet.com)  
In the case of the Company: [david@soundout.com](mailto:david@soundout.com)

### **14 Governing law**

This Security Agreement shall be governed by and construed in accordance with the law of England and Wales the courts of which shall be courts of competent jurisdiction.

**IN WITNESS** of which the parties have executed this Security Agreement as a deed the day month and year first above written.

The Schedule

<b>Name of Party or Additional Party</b>	<b>Amount of Loan Advanced</b>
DBE of Woodspeen Lodge, Woodspeen, Newbury, Berkshire RG20 8BS	£30,000
Vascular and Thrombosis Experts Ltd (VTE Ltd) (C McCollum) Academic Surgery Unit, Education and Research Centre Wythenshawe Hospital, Manchester, M23 9LT	£10,000
Phillip McGriskin of 135 Chevening Road London NW6 6DZ	£50,000
Richard Vogel of 456 Lost District Drive New Canaan, CT 06840	\$135,000 (\$60,000 – 21 January 2016) (\$75,000 – April 2016)

Such other Additional Parties as may be notified by DBE to the Company.

EXECUTED AND DELIVERED as a Deed )

by David Courtier-Dutton )  
for and on behalf of )  
**Slicethepie Limited** )

in the presence of

Witness Name  
Witness Address

  
[Signature of Director]

  
[Signature of Witness]


VIA PO L.57 CASTAGNETO PO (TO)  
ITALY

EXECUTED AND DELIVERED as a Deed )

by David Bailey )  
for and on behalf of )  
**David Bailey Enterprises Limited** )

in the presence of

Witness Name  
Witness Address

  
[Signature of Director]

  
[Signature of Witness]

Cope Hill  
Fishers Lane  
Cold Ash  
Newbury RG18 9NG