82/23

Accordance with Sections 859A and 859J of the Companies Act 2006.

# MR01
## Particulars of a charge

Companies House

**Go online to file this information**
www.gov.uk/companieshouse

**A fee is be payable with this form**
Please see 'How to pay' on the last page.

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument.

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument. Use form MR08

For further information, please refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration w 21 days** beginning with the day after the date of creation of the cha delivered outside of the 21 days it will be rejected unless it is accom court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. scanned and placed on the public record. **Do not send the original.**

SATURDAY

*A8FGZQZL*
A04 05/10/2019 #29
COMPANIES HOUSE

For official use

**→ Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

## 1 Company details

| | |
|---|---|
| Company number | 1 1 2 8 5 6 4 6 |
| Company name in full | ASCELO LIMITED of 20/22 Wenlock Road, London, N1 7GU |

## 2 Charge creation date

| | |
|---|---|
| Charge creation date | d 1 d 8 m 0 m 9 y 2 y 0 y 1 y 9 |

## 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

| | |
|---|---|
| Name | MWC PENSION SCHEME of 6 Sidney Close, Middleton, Milton Keynes, MK10 9TA |
| Name | |
| Name | |
| Name | |

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

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## 4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

Charge by way of loan agreement against the loan book and intellectual property of Ascelo Ltd who are registgered as a company under number 11285646 and authorised and regulated by the Financial Conduct Authority under reference number 814658

## 5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ **Yes**

☑ **No**

## 6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

## 7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box.

☐ **Yes**

☑ **No**

## 8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

❶ This statement may be filed after the registration of the charge (use form MR06).

## 9 Signature

Please sign the form here.

Signature

Signature

X X

This form must be signed by a person with an interest in the charge.

# MR01
Particulars of a charge

## Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name: MARK YOUNG

Company name: HOMELOANS DIRECT

Address: THE HOLLIES, 7 HOOD LANE, ARMITAGE, RUGELEY

Post town: RUGELEY

County/Region: STAFFS

Postcode: WS15 4BW

Country: ENGLAND

DX:

Telephone: 01543 490080

## Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

## Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

## Important information

**Please note that all information on this form will appear on the public record.**

## How to pay

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House.'

## Where to send

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

**For companies registered in Scotland:**
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

## Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

FILE COPY

# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11285646

Charge code: 1128 5646 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th September 2019 and created by ASCELO LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2019.

Given at Companies House, Cardiff on 14th October 2019

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED 18th September 2019

**LOAN AGREEMENT**

Between

**ASCELO LIMITED** 'The Borrower'

and

**MWC PENSION SCHEME** 'The Lender'

CERTIFIED TRUE COPY OF THE ORIGINAL
MARK YOUNG DIRECTOR
FCA REFERENCE MXY01085
SIGNED

**THIS AGREEMENT** is made the 18th day of September 2019

BETWEEN:

ASCELO LIMITED (CRN:11285646) whose registered office is 20/22 Wenlock Road, London, N1 7GU and

MWC PENSION SCHEME of 6 Sidney Close, Middleton, Milton Keynes, MK10 9TA

**NOW IT IS HEREBY AGREED** as follows:

1. **Definitions and Interpretation**

In this Agreement:

| | |
|---|---|
| **"Commencement Date"** | The date of this Agreement |
| **"Default"** | Means any event or circumstances as specified in Clause |
| 5;**"Final Repayment Date"** | A date to be agreed by both parties |
| **"Interest Rate"** | 1% per month |
| **"Loan"** | The loan facility made available under this Agreement in the sum of £75,000 |
| **"Repayment Dates"** | From the first anniversary of the date of this Agreement and 12-monthly thereafter |

2. **The Facility**

The Lender agrees to provide the Borrower with the Loan under the terms of this Agreement.

3. **Commencement**

This Agreement shall be deemed to be made on the day it is received by the Lender having been signed by the Borrower.

4. **Purpose**

4.1 The Borrower shall use all sums borrowed by it under this Agreement for the provision of regulated consumer credit lending, to include associated business costs and regulatory fees.

4.2 The Lender is not obliged to monitor or verify how any amount under this Agreement is used.

4.3 The Borrower is not permitted to advance any part of the Loan to Mark Winter for his personal benefit. All monies and profits due and paid by the Borrower under this Agreement are for the benefit of the MWC Pension Scheme.

CERTIFIED TRUE COPY OF THE ORIGINAL
MARK YOUNG DIRECTOR
FCA REFERENCE MXY01085

CERTIFIED TRUE COPY OF THE ORIGINAL
MARK YOUNG DIRECTOR
FCA REFERENCE MXY01065
SIGNED

5. **Default**

5.1 The Loan plus interest and charges on Default shall (subject to the service of notice and/or the obtaining of any court order) become immediately due (including interest) and payable by the Borrower, in so far as then remaining unpaid, if any of the following events occurs: -

5.1.1 Non-payment of any payments due (including interest) within 14 days from the date on which it is due;

5.1.2 Any information given or representation made by or at the request of the Borrower to the Lender in proving to be inaccurate;

5.1.3 Commencement of any insolvency proceedings against the Borrower, or the Borrower making an arrangement with creditors

5.1.4 Any procedure being used against the Borrower, or the Borrower making an arrangement with creditors

5.1.5 Any procedure being used against the Borrower to attach or take possession of business assets for payment of a debt

5.1.6 Use of the Loan otherwise than as specified in this agreement.

5.2 The Borrower shall be liable for any costs incurred by the Lender in taking any steps to obtain payment of monies due under this Agreement.

6. **Set Off**

The Lender may set off any amounts due under this Agreement against any sums owing to the Lender by the Borrower, or vice versa.

7. **Security**

The Borrower agrees to secure the repayment of the Loan by executing a charge on the company valid from the commencement date until the advance is fully redeemed.

8. **Drawdowns**

The Lender agrees to authorise the Borrower to draw down the Loan whether in full, or if requested by the Borrower, in tranches to, or for the account of, the Borrower.

9. **Repayments**

9.1 Subject to the terms of this Agreement the Borrower will repay the loan as follows:-

9.1.1 in the first year of the Agreement the Borrower shall roll interest up to become payable on the 12-month anniversary from the date of commencement

9.2.2 for the remainder of the term of this Agreement the Borrower shall make interest repayments every 12 months thereafter.

9.2 Without any obligation upon the Lender to do so, the Lender shall be entitled to allow the Borrower extended time to pay or grant any other indulgence to the Borrower without affecting any of the rights of the Lender in whole or in part.

9.3 The Loan will be granted on a rolling contract basis and will be redeemed on a Final Repayment Date to be agreed by the Lender and the Borrower.

**10. Assignment**

10.1 The Lender may assign any of its rights, or transfer any of its rights or obligations by novation.

10.2 The Borrower may not assign any of its rights or obligations under this Agreement.

**11. Communications**

11.1 All communications between the parties about the loan shall be in writing and delivered by hand or sent by pre-paid envelope first class post or sent by fax or email:

11.1.1 (in the case of communications to the Lender) to its registered office or such changed address as shall be notified to the Borrower by the Lender; or

11.1.2 (in the case of communication to the Borrower) to the registered office of the Borrower (if it is a company) or (in any other case) to any address of the Borrower set out in any document which forms part of the Contract or such other address as shall be notified to the Lender by the Borrower.

11.2 Communications shall be deemed to have been received:

11.2.1 if sent by pre-paid first-class post, two Business Days after posting (exclusive of the day of posting); or

11.2.2 if delivered by hand, on the day of delivery; or

11.2.3 if sent by fax or email on a Business Day prior to 4pm, at the time of transmission and otherwise on the next Business Day.

**12. Governing Law and Jurisdiction**

The Agreement shall be governed by, construed and enforced in accordance with the law of England and Wales to the jurisdiction of which the parties hereto submit.

CERTIFIED TRUE COPY OF THE ORIGINAL
MARK YOUNG - DIRECTOR
FCA REFERENCE MXY01655
SIGNED

**IN WITNESS WHEREOF** this Agreement has been duly executed the day and year first before written

Executed as a Deed by

ASCELO LIMITED

Acting as a Director:

In the presence of:

NAME AND ADDRESS OF WITNESS

TONY VIGUS
14 ALANDALE AVENUE
HANDSACRE
WS15 4EL

SIGNED as a DEED by

Mark Winter as PENSION TRUSTEE for
and on behalf of the MWC PENSION SCHEME

In the presence of:

NAME AND ADDRESS OF WITNESS

ANITA A. ASARE
23 TYNEMOUTH RISE
MONKSTON
MILTON KEYNES
MK10 9JB

CERTIFIED TRUE COPY OF THE ORIGINAL
MARK YOUNG - DIRECTOR
FCA REF MX701085
SIGNED