

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is 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.

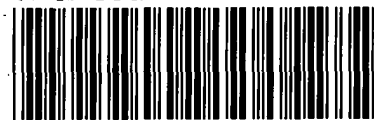
For further information, please  
refer to our guidance at:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of the  
delivered outside of the 21 days it will be rejected unless it is acc  
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**

WEDNESDAY



\*ABHVR3UP\*

A3

30/11/2022

#33

COMPANIES HOUSE

for official use

### 1 Company details

Company number 0 4 9 6 4 3 0 8

Company name in full Affordable Granite & Marble Co. Ltd

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date d 1 d 8 m 1 m 1 y 2 y 0 y 2 y 2

### 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 Mark Holmes

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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**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.

Brief description

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.

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 <sup>①</sup>**

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.

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).

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**Signature**

Please sign the form here.

Signature

Signature

X

*F. H. C.*

X

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

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## 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 P E Bramall

Company name Franklin & Co

Address Town Hall Chambers

Anchor Square

Post town Bakewell

County/Region Derbyshire

Postcode D E 4 5 1 D R

Country England

DX 27532 BAKEWELL

Telephone 01629 814461

**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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)**

Dated 18 November 2022


(1) Affordable Granite & Marble Co. Limited

(2) Mark Holmes

## GUARANTEE AND FIXED CHARGE

Fugen UK Limited

I certify that this is a true  
copy of the original document

  
.....  
Solicitor/~~Chartered Legal Executive~~  
Franklin & Co, Town Hall Chambers,  
Anchor Square, Bakewell,  
Derbyshire DE45 1DR

Philip Edward Bramall  
Solicitor

29/11/22

Franklin & Co. Solicitors

Bakewell DE45 1DR

## GUARANTEE FOR DEFERRED PAYMENTS AND FIXED CHARGE DATED 18 November 2022

IN CONSIDERATION of the agreement by Mark Holmes of Pineapple Farm, Baslow Road, Bakewell, Derbyshire DE45 1AF (the **Creditor**) to accept deferred payments (the **Deferred Payments**) from Fugen UK Limited (company registration number 07422943) whose registered office is at 79 College Road, Harrow, Middlesex HA1 1BD (the **Principal**) to facilitate (i) the sale and purchase of Affordable Granite and Marble Co. Limited (company registration number 04964308) (the **Company**) as a going concern by a share purchase agreement dated 18.11.2022 and made between (1) the Creditor and (2) the Principal (the **Share Purchase Agreement**) and (ii) the sale and purchase of the premises of the Company at Stoney Ley Sawmills, Main Road, Stanton in the Peak, Matlock, Derbyshire DE4 2LW to enable the Company to continue its business operations there by a property sale contract dated 18.11.2022 and made between (1) the Creditor and (2) the Principal (the **Property Sale Contract**)

Affordable Granite and Marble Co. Limited (company registration number 04964308) whose registered office is at Diamond House, Diamond Court, Water Street, Bakewell DE45 1EW AGREES WITH Mark Holmes that:

### 1 Guarantee

The Company will on demand make good and guarantee any default on the part of the Principal in the payment of the Deferred Payments and of all interest due on them and all costs and expenses arising in respect of them under the terms of the Share Purchase Agreement and the Property Sale Contract.

### 2 Fixed charge

The secured assets referred to in the schedule to this Guarantee (the **Secured Assets**) are charged by the Company by way of first fixed charge as collateral security for the Deferred Payments until the payment or satisfaction of them with interest and costs and expenses as aforesaid and shall not be sold (except stock sold in the ordinary course of the business of the Company) or further charged or otherwise disposed of by the Company in any way without the consent in writing of the Creditor first obtained so long as anything shall remain due to him from the Principal in respect of the Deferred Payments or from the Company under this Guarantee.

### 3 Delivery

The Company will whenever required by the Creditor to do so execute at its own expense proper transfers to him and deliver of so much of the **Secured Assets** as are capable of being transferred and delivered together with the power of sale and all other necessary powers for securing and enforcing the payment of the Deferred Payments and interest, costs and expenses (save that no such sale or other enforcement shall be exercised unless the Company has failed to discharge in full the Deferred Payments and interest, costs and expenses within 7 days following demand being made under clause 1).

### 4 Non waiver

Giving of time to the Principal or neglect or forbearance by the Creditor in requiring or enforcing payment of the Deferred Payments and interest, costs and expenses or other indulgence shall not in any way waive, prejudice or affect the liability of the Company under this Guarantee.

**5 Jurisdiction and governing law**

This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

**6 Nature of this Agreement**

This Agreement is a deed and has been executed by the parties to it as a deed.

**7 Contractual rights of third parties**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Agreement shall confer on any third party any right to enforce or any benefit of any term of this Agreement.

**8 Severance**

8.1 While the terms and provisions of this Agreement are considered by the parties to be reasonable in all the circumstances, if any one or more should for any reason be held to extend beyond the limits permitted by the law governing this Agreement, then such terms or provisions are to be varied with the minimum modifications necessary so as to make them valid and effective.

8.2 The invalidity, illegality or unenforceability of any term or provision of this Agreement shall not affect or impair the continuation in force of the remainder of this Agreement.

**EXECUTED AS A DEED** by the parties and delivered on the date first before written

THE SCHEDULE  
THE SECURED ASSETS

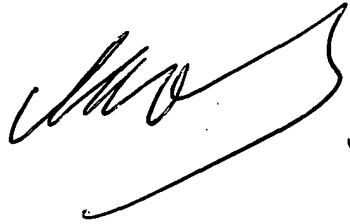
All assets and chattels of Affordable Granite and Marble Co. Limited (company registration number 04964308) including, without limitation, its fixtures fittings, plant, machinery, motor vehicles, equipment, tools and stocks at Stoney Ley Sawmills, Main Road, Stanton in the Peak, Matlock, Derbyshire DE4 2LW

EXECUTED AS A DEED by )

AFFORDABLE GRANITE & MARBLE CO. LIMITED )

acting by a Director )

in the presence of: )



PHILIP E. BRAMALL  
FRANKLIN & CO.  
TOWN HALL CHAMBERS  
BAKEWELL DE45 1DA

SIGNED AS A DEED by )

MARK HOLMES )

in the presence of: )



PHILIP E. BRAMALL  
FRANKLIN & CO.  
TOWN HALL CHAMBERS  
BAKEWELL DE45 1DA





**FILE COPY**

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

Company number: 4964308

Charge code: 0496 430 8 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th November 2022 and created by AFFORDABLE GRANITE & MARBLE CO. LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th November 2022 .

Given at Companies House, Cardiff on 2nd December 2022



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**