



**Registration of a Charge**

Company Name: **TAYLOR,MAXWELL & CO.LIMITED**

Company Number: **00476749**



Received for filing in Electronic Format on the: **01/10/2021**

XAE7AO60

**Details of Charge**

Date of creation: **24/09/2021**

Charge code: **0047 6749 0012**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

**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 SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PINSENT MASONS LLP**



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

Company number: 476749

Charge code: 0047 6749 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th September 2021 and created by TAYLOR,MAXWELL & CO.LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st October 2021 .

Given at Companies House, Cardiff on 4th October 2021

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** 24 September **2021**

**(1) THE COMPANIES LISTED IN SCHEDULE 1**  
**(as New Chargors)**

**(2) BRICKABILITY GROUP PLC**  
**(as Company)**

**(3) BARCLAYS BANK PLC**  
**(as Security Agent)**

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**DEED OF ACCESSION**

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**Pinsent Masons**

THIS DEED is made on 24 September 2021

**BETWEEN:-**

- (1) **THE COMPANIES** listed in Schedule 1 as new chargors (each a "**New Chargor**" and together the "**New Chargors**");
- (2) **BRICKABILITY GROUP PLC** (the "**Company**") for itself and as agent for and on behalf of each of the other Chargors (as defined in each Debenture referred to below); and
- (3) **BARCLAYS BANK PLC** as the Security Agent.

**INTRODUCTION**

- (A) Each New Chargor is, or will on the date of this Deed become, a wholly-owned Subsidiary of the Company.
- (B) This Deed is supplemental to:-
  - (i) a deed dated 3 March 2020 (as supplemented and amended from time to time, the "**First Debenture**") between, among others, the Company, each of the companies named in the First Debenture as Chargors, and HSBC UK Bank plc as agent and trustee for the Secured Finance Parties.
  - (ii) a deed dated 29 June 2021 (as supplemented and amended from time to time, the "**Second Debenture**" and together with the First Debenture, the "**Debentures**") between, among others, the Company, each of the companies named in the Second Debenture as Chargors, and Barclays Bank PLC as agent and trustee for the Secured Finance Parties.
- (C) Each New Chargor at the request of the Company and in consideration of the Secured Finance Parties making or continuing to make facilities available to the Company or any other member of its group has agreed to enter into this Deed and become a Chargor under each Debenture.

**IT IS AGREED as follows:-**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Terms defined in each Debenture have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of each Debenture apply to this Deed insofar as they are relevant to it, as they apply to each Debenture.

**2. ACCESSION**

Each New Chargor agrees to become a party to and to be bound by the terms of each Debenture with immediate effect and so that each Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to it as a Chargor.

**3. SECURITY**

Each New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Finance Parties, all its business, undertaking and assets on the terms of Clause 3 of each Debenture, provided that:-

- 3.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 2 (*Land*);
- 3.2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 3 (*Shares*);

- 3.3 the Assigned Insurances assigned shall include the Assigned Insurances referred to in Schedule 4 (*Assigned Insurances*);
- 3.4 the Assigned Contracts assigned shall include the Assigned Contracts referred to in Schedule 5 (*Assigned Contracts*); and
- 3.5 the Assigned Accounts charged by way of fixed charge shall include those referred to in Schedule 6 (*Assigned Accounts*).

#### **4. CONSENT OF EXISTING CHARGORS**

The Company by its execution of this Deed confirms the consent of the existing Chargors to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, each Debenture.

#### **5. EFFECT ON DEBENTURES**

- 5.1 Each Debenture and this Deed shall be read and construed as one document so that references in each Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.
- 5.2 For the purposes of this Deed and each Debenture and with effect from the date of this Deed, the property and assets of each New Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in each Debenture to the Security created by or pursuant to each Debenture will be deemed to include the Security created by or pursuant to this Deed.

#### **6. GOVERNING LAW**

This Deed of Accession and any non-contractual obligations arising out of or in connection with it are governed by English law.

**EXECUTED AS A DEED AND DELIVERED** on the date set out at the beginning of this Deed.

**SCHEDULE 1**  
**THE CHARGORS**

<b>Company name</b>	<b>No</b>	<b>Address for service</b>
Taylor Maxwell Group (2017) Limited	10596770	C/O Brickability Limited South Road, Bridgend Industrial Estate, Bridgend, United Kingdom, CF31 3XG
Taylor Maxwell Group Limited	05726000	C/O Brickability Limited South Road, Bridgend Industrial Estate, Bridgend, United Kingdom, CF31 3XG
Taylor Maxwell Timber Limited	01295681	C/O Brickability Limited South Road, Bridgend Industrial Estate, Bridgend, United Kingdom, CF31 3XG
Taylor, Maxwell & Co. Limited	00476749	C/O Brickability Limited South Road, Bridgend Industrial Estate, Bridgend, United Kingdom, CF31 3XG
Taylor Maxwell Holdings Limited	01913316	C/O Brickability Limited South Road, Bridgend Industrial Estate, Bridgend, United Kingdom, CF31 3XG

## SCHEDULE 2

### LAND

Registered Proprietor	Address	Title Interest	Title Number(s)
Taylor Maxwell Holdings Limited	Building 11, Solihull Parkway, Birmingham Business Park, Birmingham	Freehold	WM913875
Taylor Maxwell Holdings Limited	Taylor Maxwell House, The Promenade, Clifton Down, Bristol (BS8 3NW)  Land on the east side of Taylor Maxwell House, Clifton Down, Bristol	Freehold	BL28910 & BL26857

### SCHEDULE 3

#### SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
Taylor Maxwell Group Limited	932,000 ordinary shares of £1.00 each	Taylor Maxwell Group (2017) Limited
Taylor Maxwell Holdings Limited	969,729 A ordinary shares of £1.00 each  65,000 B ordinary shares of £1.00 each	Taylor Maxwell Group Limited
Taylor,Maxwell & Co. Limited	1,024,200 ordinary shares of £0.10 each  1,024,200 deferred ordinary shares of £1.00 each	Taylor Maxwell Holdings Limited
Taylor Maxwell Timber Limited	46,000 ordinary shares of £1.00 each	Taylor,Maxwell & Co. Limited



**SCHEDULE 4**

**ASSIGNED INSURANCES**

*None at the date of this deed.*

**SCHEDULE 5**

**ASSIGNED CONTRACTS**

*None at the date of this deed.*

**SCHEDULE 6**

**ASSIGNED ACCOUNTS**

*None at the date of this deed.*

**SIGNATURE PAGES TO DEED OF ACCESSION**

**The New Chargers**

**EXECUTED** as a Deed by **TAYLOR** )  
**MAXWELL GROUP (2017) LIMITED** )  
acting by *Michael Gant*, a Director, in )  
the presence of:- )

[REDACTED]

Signature of witness: [REDACTED] Director

Name of witness: *NICOLA HAWES*

Address:

[REDACTED]

Occupation: *PA/OFFICE MANAGER*

Address: C/O Brickability Limited South Road, Bridgend Industrial  
Estate, Bridgend, United Kingdom, CF31 3XG

**EXECUTED** as a Deed by **TAYLOR** )  
**MAXWELL GROUP LIMITED** )  
acting by *Michael Gant*, a Director, in )  
the presence of:- )

[REDACTED]

Signature of witness: [REDACTED] Director

Name of witness: *NICOLA HAWES*

Address:

[REDACTED]

Occupation: *PA/OFFICE MANAGER*

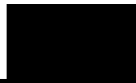
Address: C/O Brickability Limited South Road, Bridgend Industrial  
Estate, Bridgend, United Kingdom, CF31 3XG

EXECUTED as a Deed by TAYLOR  
MAXWELL HOLDINGS LIMITED  
acting by Michael Gant, a Director, in  
the presence of:-

)  
)  
)  
)



Signature of witness:



Director

Name of witness:

NICOLA HAWES

Address:



Occupation:

PA/OFFICE MANAGER

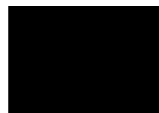
Address:

C/O Brickability Limited South Road, Bridgend Industrial  
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EXECUTED as a Deed by )  
TAYLOR, MAXWELL & CO. LIMITED )  
acting by Michael Gant, a Director, in )  
the presence of:- )



Signature of witness:



Director

Name of witness:

NICOLA HAWES

Address:



Occupation:

PA/OFFICE MANAGER

Address:

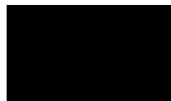
C/O Brickability Limited South Road, Bridgend Industrial  
Estate, Bridgend, United Kingdom, CF31 3XG

EXECUTED as a Deed by TAYLOR  
MAXWELL TIMBER LIMITED  
acting by *Michael Gant*, a Director, in  
the presence of:-

)  
)  
)  
)



Signature of witness:



Director

Name of witness: *NICOLA HAWES*

Address:



Occupation:

*AA/OFFICE MANAGER*

Address:

C/O Brickability Limited South Road, Bridgend Industrial  
Estate, Bridgend, United Kingdom, CF31 3XG

#### The Company

EXECUTED (but not delivered  
until the date hereof) AS A DEED  
by BRICKABILITY GROUP PLC  
acting by *Michael Gant*, a Director, in  
the presence of:-

)  
)  
)  
)



Signature of witness:



Director

Name of witness: *NICOLA HAWES*

Address:



Occupation:

*AA/OFFICE MANAGER*

#### The Security Agent

SIGNED for and on behalf of  
BARCLAYS BANK PLC

)  
)

**DATED** 24 September **2021**

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**(as New Chargors)**

**(2) BRICKABILITY GROUP PLC**  
**(as Company)**

**(3) BARCLAYS BANK PLC**  
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Taylor Maxwell Holdings Limited	01913316	C/O Brickability Limited South Road, Bridgend Industrial Estate, Bridgend, United Kingdom, CF31 3XG

## SCHEDULE 2

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Taylor Maxwell Timber Limited	46,000 ordinary shares of £1.00 each	Taylor,Maxwell & Co. Limited

**SCHEDULE 4**

**ASSIGNED INSURANCES**

*None at the date of this deed.*

**SCHEDULE 5**

**ASSIGNED CONTRACTS**

*None at the date of this deed.*

**SCHEDULE 6**

**ASSIGNED ACCOUNTS**

*None at the date of this deed.*

## SIGNATURE PAGES TO DEED OF ACCESSION

### The New Chargors

**EXECUTED** as a Deed by **TAYLOR** )  
**MAXWELL GROUP (2017) LIMITED** )  
acting by , a Director, in )  
the presence of:- )

Signature of witness: Director

Name of witness:

Address:

Occupation:

Address: C/O Brickability Limited South Road, Bridgend Industrial  
Estate, Bridgend, United Kingdom, CF31 3XG

**EXECUTED as a Deed by TAYLOR** )  
**MAXWELL GROUP LIMITED** )  
acting by , a Director, in )  
the presence of:- )

Signature of witness: Director

Name of witness:

Address:

Occupation:

Address: C/O Brickability Limited South Road, Bridgend Industrial  
Estate, Bridgend, United Kingdom, CF31 3XG



**EXECUTED as a Deed by TAYLOR** )  
**MAXWELL HOLDINGS LIMITED** )  
acting by , a Director, in )  
the presence of:- )

Signature of witness: Director

Name of witness:

Address:

Occupation:

Address: C/O Brickability Limited South Road, Bridgend Industrial  
Estate, Bridgend, United Kingdom, CF31 3XG

**EXECUTED as a Deed by** )  
**TAYLOR, MAXWELL & CO. LIMITED** )  
acting by , a Director, in )  
the presence of:- )

Signature of witness: Director

Name of witness:

Address:

Occupation:

Address: C/O Brickability Limited South Road, Bridgend Industrial  
Estate, Bridgend, United Kingdom, CF31 3XG

EXECUTED as a Deed by TAYLOR )  
MAXWELL TIMBER LIMITED )  
acting by , a Director, in )  
the presence of:- )

Signature of witness: Director

Name of witness:

Address:

Occupation:

Address: C/O Brickability Limited South Road, Bridgend Industrial  
Estate, Bridgend, United Kingdom, CF31 3XG

#### The Company

EXECUTED (but not delivered )  
until the date hereof) AS A DEED )  
by BRICKABILITY GROUP PLC )  
acting by , a Director, in )  
the presence of:- )

Signature of witness: Director

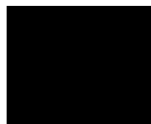
Name of witness:

Address:

Occupation:

#### The Security Agent

SIGNED for and on behalf of )  
BARCLAYS BANK PLC )



LEE SMITH