



Registration of a Charge

Company Name: **JOULES DEVELOPMENTS LIMITED**

Company Number: **11250107**



XBA8IMIX

Received for filing in Electronic Format on the: **12/08/2022**

Details of Charge

Date of creation: **28/07/2022**

Charge code: **1125 0107 0004**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **ALL PRESENT AND FUTURE FREEHOLD OR LEASEHOLD LAND AND ALL INTELLECTUAL PROPERTY PURSUANT TO CLAUSE 3 OF THE ACCOMPANYING COPY INSTRUMENT**

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:

SIMMONS & SIMMONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11250107

Charge code: 1125 0107 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th July 2022 and created by JOULES DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th August 2022 .

Given at Companies House, Cardiff on 16th August 2022

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**



The Chargors listed in Schedule 1
(the *Chargors*)

And

Barclays Bank PLC
(the *Bank*)

DEBENTURE AND CROSS GUARANTEE

DATED 28 July 2022 _____

CONTENTS

CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION.....	1
2. AGREEMENT TO PAY	6
3. CHARGES.....	7
4. DELIVERY OF DOCUMENTS OF TITLE AND REGISTRATION	11
5. NOTICE OF ACCOUNT SECURITY	12
6. RIGHTS UNDER SECURITIES.....	12
7. REPRESENTATIONS.....	13
8. GENERAL UNDERTAKINGS	14
9. INFORMATION AND ACCESS.....	14
10. PRIORITY OF CHARGES	14
11. COLLECTION OF RECEIVABLES	15
12. COVENANTS RELATING TO LAND AND OTHER ASSETS	15
13. ACCOUNTS.....	17
14. NEGATIVE PLEDGE.....	18
15. PRESERVATION OF SECURITY.....	19
16. FURTHER ASSURANCES.....	20
17. ENFORCEMENT	20
18. CONTINUING SECURITY.....	21
19. INSURANCE	21
20. ADMINISTRATOR	22
21. RECEIVER.....	22
22. APPOINTMENT OF AGENT AND CHANGES TO CHARGORS.....	26
23. EXPENSES AND INDEMNITIES	27
24. SET OFF.....	28
25. DISCRETION AND DELEGATION	28
26. TRANSFER AND DISCLOSURE.....	29
27. FORBEARANCE.....	29
28. COUNTERPARTS	30
29. NOTICES, COMMUNICATIONS AND DEMANDS.....	30
30. MISCELLANEOUS PROVISIONS.....	30
31. GOVERNING LAW AND JURISDICTION	31
SCHEDULE 1 – THE PARTIES.....	32
SCHEDULE 2 - FORM OF ACCESSION DEED.....	34
SCHEDULE 3 - WAIVER OF DEFENCES AND DEFERRAL OF RIGHTS.....	42
SCHEDULE 4 - FORM OF NOTICE OF SECURITY TO ACCOUNT BANK	47
SCHEDULE 5 – SPECIFIED SECURITIES.....	49

SCHEDULE 6 – BANK ACCOUNTS	50
SCHEDULE 7 - INTELLECTUAL PROPERTY RIGHTS	52

IMPORTANT – PLEASE READ THIS NOTE BEFORE THIS DEBENTURE IS EXECUTED

This Debenture is an important legal document. We strongly recommend that you seek the advice of your solicitor or other legal adviser before executing this Debenture.

- This is a Debenture including fixed charges over the assets referred to in Clause 3.2 (*Fixed charges*), an assignment of the rights and assets referred to in Clause 3.3 (*Assignment*) and a floating charge over all of the other assets and undertaking of each Chargor in Clause 3.4 (*Floating charges*).
- The Bank will hold this Debenture as security for all debts and other liabilities owed to it by each Chargor including under the agreement to pay contained in Clause 2 (*Agreement to pay*). This includes all present and future loans or facilities the Bank has granted or may in the future grant.
- The guarantee created by this Debenture will be deemed to be granted by each Chargor (on a joint and several basis) in favour of the Bank. The terms of the guarantee are set out in Schedule 3 (*Waiver of Defences and Deferral of Rights*) to this Debenture. Note that each Chargor agrees to indemnify (meaning for the avoidance of doubt, that the Chargor is required to fully reimburse) the Bank on the terms set out in Clause 2.2(c) (*Agreement to pay*) (in the event the obligations guaranteed by it are or become unenforceable, invalid or illegal).
- Your liabilities under this Debenture will include any liabilities owed under any guarantee or indemnity which you have given to or may give to the Bank in the future.
- If any of the debts or liabilities secured or guaranteed by this Debenture are not paid when due, the Bank can appoint a receiver, or take possession of the property and any of the assets charged by this Debenture and sell them and can appoint an administrator in relation to each Chargor.
- This Debenture is separate from and not limited by any other security or guarantee which you may have already given or may give to the Bank in the future.

IF A COMPANY/LLP INCORPORATED IN ENGLAND AND WALES EXECUTES THIS DEBENTURE, ALL PARTIES UNDERSTAND THAT THIS DOCUMENT (INCLUDING ANY ATTACHMENTS) WILL BE AVAILABLE FOR INSPECTION BY ANY PERSON AT COMPANIES HOUSE.

THIS DEED is made on the date specified on the front page of this Deed.

By:

- (1) The entities listed in Schedule 1 (*The Parties*) to this Deed including the Agent (each a **Chargor** and together the **Chargors**);
- (2) **Barclays Bank PLC** (Company Number 01026167) whose address for service is Lending Operations, PO Box 299, Birmingham, B1 3PF (the **Bank**).

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In this Deed, each of the following expressions has, except where the context otherwise requires, the meaning shown opposite it:

Accession Deed means a deed of accession in a form and substance satisfactory to the Bank and substantially in the form set out in Schedule 2 (*Form of Accession Deed*) by which a person will become a party to this Deed as a Chargor;

Accounts means each of the accounts opened or maintained by each Chargor with any bank, building society, financial institution or other person (other than the Bank) (the **Assigned Accounts**) and each of the accounts opened or maintained by each Chargor with the Bank (including but not limited to those listed in Schedule 6 (Bank Accounts)) (the **Fixed Charge Accounts**) from time to time (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby;

Additional Chargor means a company or limited liability partnership which grants security in favour of the Bank by executing an Accession Deed;

Agent means the Chargor identified in Schedule 1 (*The Parties*) as the Agent;

Assets means all of a Chargor's undertaking, property, assets, rights, interests and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

Authorised Address means the last address given to the Bank for a Chargor's place of business (or any one of them if more than one) or registered office;

Authority means the United Nations Security Council, the Commission of the European Union, Her Majesty's Treasury, the Office of Foreign Assets Control of the United States Department of the Treasury, or any other United States government entity;

Barclays Group means Barclays PLC and any of its direct or indirect Subsidiaries;

Default Rate means:

- (a) the default interest rate set out in the document under which the relevant liability for the overdue amount initially arose; or
- (b) if no default interest rate is set out in such document, a rate per annum equal to the cost (without proof or evidence of any actual cost) to the Bank (as certified by it) if it were to fund or of funding the relevant amount plus 2 per cent. per annum;

Delegate means a delegate or sub-delegate appointed pursuant to Clause 25 (*Discretion and delegation*);

Deposit means all sums deposited or to be deposited in each Account, together with all other rights and benefits accruing to or arising in connection with each Account (including, but not limited to, entitlements to interest), together with all accrued interest, wherever deposited;

Environmental Approvals means all consents of any kind relating to Environmental Laws, to which a Chargor or the Land or the use or occupation of the Land is subject;

Environmental Claims means any claim by any person in respect of losses or liabilities, suffered or incurred by that person, as a result of or in connection with any violation of Environmental Laws or Environmental Approvals or giving rise to any remedy or penalty that may be enforced or assessed by private or public legal action as a result of Environmental Contamination or any application for any interim or final judicial or administrative decree, injunction, cease and desist order, abatement order, compliance order, consent order, clean-up order or enforcement notice, stop notice, improvement notice, prohibition notice or revocation order in respect of Environmental Contamination or any other remedial action or action to comply that a Chargor is obliged to undertake pursuant to Environmental Laws in respect of Environmental Contamination;

Environmental Contamination means the following and their consequences:

- (c) any release, leakage or spillage at or from any site owned or occupied by a Chargor into any part of the environment of any toxic, poisonous, noxious or polluting matter or hazardous, detrimental or dangerous substances or thing;
- (d) any accident, fire, explosion or sudden event which affects the environment and is attributable to the operation, management or control of any site occupied by a Chargor, including (without limitation) the storage, keeping, handling, labelling or disposal of waste (as defined in the Environmental Protection Act 1990) or hazardous, toxic or dangerous substances; and
- (e) any designation of Land as contaminated land for the purposes of Part IIA of the Environmental Protection Act 1990;

Environmental Laws includes all or any laws, statutes, rules, regulations, treaties, directives, bye-laws, directions, codes of practice, circulars, guidance notes, orders, notices, demands, decisions of the courts of any authority or any other body whatsoever having jurisdiction which at any time relate to the environment or Environmental Contamination or standards of

conduct applicable to the Land or the occupation or use of the Land or the operation of any business from or using the Land;

Facilities Agreement means the facilities agreement originally dated 20 May 2016 between, amongst others, the Chargors as borrowers and the Bank, as may be amended, restated, supplemented or novated from time to time;

Finance Documents shall have the meaning given to that term in the Facilities Agreement;

Floating Charge Assets means those of the Assets that are for the time being comprised in the floating charge created by Clause 3.4 (*Floating charges*) (or in the equivalent provision in the Accession Deed) but only insofar as concerns that floating charge;

Insurance Contracts means all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting a Chargor:

- (a) which relate to Assets themselves subject to a fixed charge in favour of the Bank; or
- (b) which are now or in the future deposited by that Chargor with the Bank;

Intellectual Property Rights means patents (including supplementary protection certificates), trade marks (including but not limited to those identified in Schedule 7 (Intellectual Property Rights)), service marks and designs (and any applications for any of them), utility models, design rights, copyright, database rights and rights, title, interest and benefits in respect of domain names, logo, get-up, computer software, brand and trade names, know-how, confidential information, inventions, moral rights, trade secrets and rights in passing off and all other intellectual property rights and interests (whether registered or unregistered) and all rights under any agreements relating to the use or exploitation of any such rights (including for the avoidance of doubt the right to receive revenue or royalties) and, in each case, any extensions or renewals of, and any applications for, these rights;

Land includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land including trade and tenant's fixtures and fittings (but excluding, in the case of leasehold property, landlord's fixtures) and fixed plant and machinery;

Legal Reservations shall have the meaning given to that term in the Facilities Agreement;

Limitation Acts shall have the meaning given to that term in the Facilities Agreement;

Notice of Account Security means a notice of security in substantially the form as set out in Schedule 4 (*Form of Notice of Security to Account Bank*) or in such form as may be specified by the Bank;

Original Jurisdiction shall have the meaning given to that term in the Facilities Agreement;

Property Agreement means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Land

(including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis);

Receivables means all sums of money receivable by a Chargor now or in the future consisting of or payable under or derived from any Asset referred to in Clause 2 (*Agreement to pay*) (or any Asset referred to in the equivalent provision in the Accession Deed);

Receiver means a receiver and manager or a receiver and the term shall include any of their delegates or sub-delegates;

Relevant Jurisdiction shall have the meaning given to that term in the Facilities Agreement;

Rental Income means the gross rents, licence fees and other monies receivable now or hereafter, at any time by a Chargor in respect of or arising out of any lease of the Land or any agreement for lease or licence or otherwise without limitation derived by a Chargor from the Land or otherwise paid to or received by a Chargor in respect of the Land;

SDN List means the Specially Designated Nationals List maintained by the Office of Foreign Assets Control of the US Department of the Treasury, or any similar list maintained by any Authority;

Secured Obligations means all money, obligations and liabilities now or at any time in the future due, owing or incurred in any manner whatsoever by each Chargor to the Bank whether actually or contingently, whether directly or indirectly, whether solely or jointly with any other person and whether as principal or surety, including, without limitation, all interest, discount, commission, fees, charges and expenses and together with any matters relating to or arising in respect of those moneys, obligations and liabilities;

Security Assets means all Assets of a Chargor or any of them which are the subject of any security created or expressed to be created by or pursuant to this Deed;

Securities means all stocks, shares (including without limitation those listed alongside the Chargor's name in Schedule 5 (Specified Securities), debentures, debenture stock, loan stock, bonds and securities issued by any person (other than a Chargor) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000) including all rights and benefits arising and all money payable in respect of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise (including in all subsidiary undertakings or the certificates for which are now or in the future deposited with or to the order of the Bank or which if uncertificated are held in an escrow or other account in the favour of the Bank or held in the Bank's name or in the name of a nominee to the order of the Bank);

Security Interest means any mortgage, charge, pledge, lien, assignment, encumbrance, right of set off or security interest whatsoever, howsoever created or arising or any other agreement, arrangement or court order having substantially the same economic effect as the foregoing;

Security Period means the period beginning on the date of this Deed and ending on the date on which the Bank is satisfied that all Secured Obligations have been unconditionally and

irrevocably paid and discharged in full and all facilities made available by the Bank to each Chargor have been cancelled;

Set off Amount has the meaning given to it in Clause 24.1 (*Set off*);

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006; and

Transferee has the meaning given to it in Clause 26.1 (*Transfer and disclosure*).

1.2 Interpretation

- (a) In this Deed, except where the context otherwise requires:
- (i) references to the Bank include references to any of its nominees, agents, Delegates, successors in title and permitted assigns and transferees and references to a Chargor include references to their respective successors in title and permitted assigns and transferees;
 - (ii) **winding up** includes any winding up, reconstruction, administration, dissolution, liquidation, bankruptcy and any analogous procedure or step under any applicable law;
 - (iii) if a Chargor consists of more than one entity, the liability of each such entity shall be joint and several and the terms of this Deed shall be construed accordingly;
 - (iv) a Chargor means an original Chargor and/or an Additional Chargor;
 - (v) references to any deed, instrument, certificate, agreement or contract (including this Deed) or a provision thereof shall be construed as a reference to that deed, instrument, certificate, agreement or contract or provision as from time to time varied, novated, amended, supplemented or replaced (however fundamentally);
 - (vi) expressions importing the singular shall include the plural and vice versa and words denoting any gender include all genders;
 - (vii) references to any statute or other legislative provision shall include any statutory or legislative modification, re-enactment or any substitution of such statute or provision and, where applicable, any equivalent statute or legislation in another jurisdiction;
 - (viii) a time of day is a reference to London time; and
 - (ix) references to a person shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).
- (b) The headings in this Deed are for ease of reference only and shall not affect its interpretation.

- (c) This Deed and each Accession Deed (if any) shall be read together and construed as one instrument so that all references in this Deed to "this Deed" shall be deemed to include, where the context so requires, each Accession Deed which has from time to time been entered into by Additional Chargors and all references in this Deed to any "Security created by this Deed" or "Security created pursuant to this Deed" shall be deemed to include any Security created by or pursuant to each such Accession Deed, and all the powers and rights conferred on the Bank and any Receiver or Delegate in relation to the security created by this Security shall extend and apply to the Security created by each such Accession Deed.

2. **AGREEMENT TO PAY**

- 2.1 Each Chargor, as primary obligor and not merely as surety, covenants with the Bank that it will pay or discharge on demand the Secured Obligations on the date(s) on which such Secured Obligations are expressed to become due and in the manner provided for in the document under which liability for such Secured Obligations arises.

- 2.2 Each Chargor unconditionally and irrevocably and jointly and severally:

- (a) guarantees to the Bank punctual performance of all of each other Chargor's payment obligations to the Bank;
- (b) undertakes to the Bank that whenever another Chargor does not pay any part of the Secured Obligations when due to the Bank, it shall immediately on demand pay that amount (in whatever currency denominated) as if it was the principal obligor; and
- (c) agrees with the Bank that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Bank immediately on demand against any cost, claims, charges, expenses, losses or liability it incurs as a result of another Chargor not paying any or part of the Secured Obligations which would, but for such unenforceability, invalidity or illegality, have been payable by it on the date when it would have been due. The amount payable by a Chargor under this indemnity (meaning for the avoidance of doubt, that a Chargor is required to fully reimburse the Bank) will not exceed the amount it would have had to pay under this Deed if the amount claimed had been recoverable on the basis of a guarantee.

- 2.3 The covenants and obligations contained in Clause 2.1 (*Agreement to pay*) and Clause 2.2 (*Agreement to pay*) are given subject to, and with the benefit of, the provisions set out in Schedule 3 (*Waiver of Defences and Deferral of Rights*) by each of the Chargors jointly and severally.

- 2.4 Default interest on the Secured Obligations, shall accrue in respect of any overdue amount from its due date or, in the case of any cost, charge, loss, liability, expense and other amount referred to in Clause 23 (*Expenses and Indemnities*) from the date such amount was expended, paid or debited on account by the Bank (without the necessity of any demand being made for payment thereof), in each case, up to the date of actual payment (both before and after judgment) at the Default Rate. Any default interest accruing under this paragraph shall be immediately payable by that Chargor on demand by the Bank. Unless otherwise agreed, such

default interest (if unpaid) will be compounded with the relevant overdue amount or cost, charge, loss, liability, expense and other amount referred to in Clause 23 (*Expenses and Indemnities*) on a monthly basis but will remain immediately due and payable.

3. CHARGES

3.1 General

All security created by a Chargor under this Clause 3 is:

- (a) continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of that Chargor in and to the relevant Security Asset; and
- (d) granted in favour of the Bank.

3.2 Fixed charges

Subject to paragraph (o) below, each Chargor charges by way of first fixed charge:

- (a) all Land in England and Wales now vested in it and not registered at the Land Registry;
- (b) all Land in England and Wales now vested in it and registered at the Land Registry;
- (c) all other Land which is now, or in the future becomes, its property;
- (d) (to the extent that they are not Land) all plant, machinery, computers, vehicles, office or other equipment now or in the future owned by it and its interest in any plant, machinery, computers, vehicles, office or other equipment in its possession (but excluding any for the time being part of its stock-in-trade or work-in-progress) and the benefit of all contracts, licences and warranties relating to them;
- (e) (to the extent not validly and effectively assigned pursuant to Clause 3.3(a) (*Assignment*) below) all Rental Income and the benefit to that Chargor of all other rights and claims to which that Chargor is now or may in the future become entitled in relation to the Land, including (but not limited to) all rights and claims of that Chargor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Land and all chargors and sureties for the obligations of such persons;
- (f) all Securities (including but not limited to those specified in Schedule 5 (Specified Securities));
- (g) the Insurance Contracts together with all rights and interest in the Insurance Contracts (including the benefit of all claims arising and, to the extent not validly and effectively assigned pursuant to Clause 3.3(f) (*Assignment*) below, all monies payable under them);
- (h) all of its present and future goodwill;

- (i) all of its present and future uncalled capital;
- (j) all of its present and future Intellectual Property Rights (including but not limited to the rights identified in Schedule 7 (Intellectual Property Rights);
- (k) all trade secrets, confidential information and know-how owned or enjoyed by it now or in the future in any part of the world;
- (l) all other debts now or in the future owing to it save for those arising on fluctuating accounts with associates (as defined in section 345 of the Companies Act 2006);
- (m) all of its present and future right, title, benefit and interest in and to each Fixed Charge Account and each related Deposit; and
- (n) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to it as security in respect of any Asset itself subject to a fixed charge in favour of the Bank.
- (o) If a Chargor charges a lease under this Deed by way of a first fixed charge and that charge breaches a term of that agreement because a third party's consent has not been obtained:
 - (i) that Chargor shall notify the Bank promptly of such breach;
 - (ii) the charge shall not take effect until that consent is obtained;
 - (iii) the charge will not take effect until that consent is obtained;
 - (iv) unless the Bank otherwise requires, that Chargor shall, and each other Chargor shall ensure that the Chargor will use all reasonable endeavours to obtain the consent as soon as practicable; and
 - (v) that Chargor shall promptly supply to the Bank a copy of the consent obtained by it.

3.3 Assignment

Each Chargor assigns and agrees to assign all of its right, title, estate and other interests in and to:

- (a) the Rental Income and the benefit to that Chargor of all other rights and claims to which that Chargor is now or may in the future become entitled in relation to the Land including (but not limited to) all rights and claims of that Chargor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Land and all chargors and sureties for the obligations of such persons;
- (b) the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by that Chargor in relation to any Land and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other equipment now or from time to time in the buildings erected or to be erected on any Land and any other person, firm or company now or from time

to time under contract with or under a duty to that Chargor and the benefit of all sums recovered in any proceedings against all or any of such persons;

- (c) the benefit of all Property Agreements and the proceeds of any claim, award or judgement arising out of any Property Agreement and all sums paid or payable to that Chargor under or in respect of any Property Agreement;
- (d) each Assigned Account and all related Deposits;
- (e) (to the extent that any Intellectual Property Rights are not capable of being charged pursuant to Clause 3.2 (*Fixed charges*), whether by reason of lack of any third party consent which is required, or otherwise) its right, title and interest (if any) in and to any and all damages, compensation, remuneration, profit, rent, fees, royalties or income which it may derive from such Intellectual Property Rights or be awarded or entitled to in respect of such Intellectual Property Rights; and
- (f) any sums payable to it pursuant to any Insurance Contract,

provided that nothing in this Clause 3.3 shall constitute the Bank as a mortgagee in possession.

3.4 Floating charges

- (a) Each Chargor charges by way of first floating charge all its present and future undertaking and Assets of whatever type and wherever located.
- (b) The floating charge created by each Chargor under Clause 3.4(a) above shall be deferred in point of priority to all other security or security interests created under or pursuant to this Deed.
- (c) The floating charge created by each Chargor under Clause 3.4(a) above is a “qualifying floating charge” for the purposes of paragraph 14(2)(a) of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002). Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to this Deed.

3.5 Conversion of floating charges

- (a) **By notice:** Subject to the Insolvency Act 1986, the Bank may by notice to each Chargor convert the floating charges created by this Deed (or in the equivalent provision in the Accession Deed) into fixed charges as regards all or any of each Chargor’s Assets specified in the notice at any time. At any time after the floating charges created by this Deed (or in the equivalent provision in the Accession Deed) have been converted to fixed charges, the Bank may by notice, subsequently reconvert it into a floating charge by notice in writing.
- (b) **Automatic conversion:** Subject to the Insolvency Act 1986 and Clause 3.5(c) (*Moratorium*) below, the floating charges created by this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted (without any notice) into fixed charges over the Assets, rights and property of each Chargor:

- (i) on the convening of any meeting of the members or directors of that Chargor to consider a resolution to wind up that Chargor or put that Chargor into administration;
 - (ii) on a resolution being passed or an order being made for the winding-up, dissolution, administration or re-organisation of that Chargor;
 - (iii) on the appointment of a liquidator or an administrator (whether out of court or otherwise) to that Chargor;
 - (iv) on any person levying or attempting to levy any distress, execution or other process against any Security Assets of that Chargor;
 - (v) on that Chargor ceasing to carry on business or a substantial part of it or ceasing to be a going concern;
 - (vi) on that Chargor stopping making payments to its creditors or giving notice to creditors that it intends to stop payment;
 - (vii) on that Chargor creating or attempting to create a trust over any of the Security Assets;
 - (viii) on the holder of any other Security Interest whether ranking in priority to or *pari passu* with or after the charges and security contained in this Deed or that Chargor appointing, requesting the appointment of, an administrator, an administrative receiver, receiver, manager or receiver and manager in respect of that Chargor; or
 - (ix) any floating charge granted by that Chargor to any other person crystallising for any reason whatsoever.
- (c) **Moratorium:** the floating charges created pursuant to Clause 3.4 (*Floating charges*) may not be converted into fixed charges solely by reason of:
- (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
- under Schedule A1 of the Insolvency Act 1986.

3.6 Implied covenants of title

The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 3.2 (*Fixed charges*), 3.3 (*Assignment*) and 3.4 (*Floating charges*) above. It shall be implied in respect of Clauses 3.2 (*Fixed charges*), 3.3 (*Assignment*) and 3.4 (*Floating charges*) above that each Chargor is disposing of the Security Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

3.7 Ownership

Each Chargor is the legal and beneficial owner of, and has good and marketable title to, its Security Assets, in each case, free from security (other than that created by or pursuant to this Deed) and restrictions and onerous covenants.

4. DELIVERY OF DOCUMENTS OF TITLE AND REGISTRATION

4.1 Each Chargor shall on the date of this Deed, and if requested by the Lender, deliver (or procure delivery) to the Bank of, and the Bank shall be entitled to hold and retain during the Security Period, all deeds, certificates and other documents of title relating to the property charged pursuant to this Deed (including any lease or licences relating to it) where originals thereof are not required to be registered.

4.2 Each Chargor shall at any time as required by the Bank execute and deliver to the Bank any documents and transfers to constitute or perfect an equitable or legal charge or a pledge (at the Bank's option) over any Securities, including uncertificated Securities within any clearing, transfer, settlement and/or depository system, and give any instructions and take any actions the Bank may require to achieve this.

4.3 Each Chargor shall, if requested by the Bank, execute all such documents and do all acts that the Bank may reasonably require to record the interest of the Bank in any registers relating to any registered Intellectual Property Rights.

4.4 Each Chargor undertakes if requested by the Lender to make or procure that there is made a due application to the Land Registry in respect of any Land that is registered land (with the Chargor's consent as proprietor of the relevant registered estate):

(a) to enter a restriction in the following terms on the relevant register of title:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge in the debenture dated [] in favour of Barclays Bank PLC as referred to in the charges register or their conveyancer"; and

(b) to enter an obligation to make further advances on the relevant register of title.

4.5 Each Chargor certifies to the Land Registry that the Security Interest created under or pursuant to this Deed does not contravene any of the provisions of the memorandum or articles of association or other constitutive documents of that Chargor.

4.6 Each Chargor shall, if requested by the Bank, execute and deliver to the provider of any Insurance Contracts, such notices and other documents as the Bank may reasonably require in relation to the assignment by way of security.

4.7 Each Chargor undertakes not to amend, vary or waive the terms and conditions relating to any Insurance Contract without the prior written consent of the Bank.

5. NOTICE OF ACCOUNT SECURITY

5.1 The execution of this Deed by the Chargors and the Bank shall constitute notice to the Bank of the security created over each Fixed Charge Account and each related Deposit.

5.2 Each relevant Chargor shall, on the request of the Bank following the service of a default notice or following any failure to pay any of the Secured Obligations when they fall due, deliver to the Bank (or procure the delivery of) a Notice of Account Security duly executed by, or on behalf of each Chargor in respect of the Accounts held with any bank, building society, financial institution or other person (other than the Bank) (if any) and the related Deposits and each relevant Chargor shall use all reasonable endeavours to procure from the recipient of such Notice of Account Security an acknowledgement in the form set out in therein.

6. RIGHTS UNDER SECURITIES

6.1 Unless and until this Deed becomes enforceable:

- (a) all and any cash dividends paid in respect of the Securities or any of them received by the Bank (or its nominee) shall be released to each Chargor;
- (b) all voting and other rights and powers attached to or conferred upon the Securities shall continue to be exercised by each Chargor for so long as it remains their registered owner; and
- (c) the Bank will, where it (or its nominee) is registered as holder of the Securities, exercise all voting and other rights and powers attached to the Securities, as each Chargor may from time to time in writing reasonably direct (and in the absence of such instructions the Bank, or its nominee, shall not exercise any such rights), and the Bank shall instruct any nominee for the time being registered as holder of the Securities accordingly.

6.2 At any time and from time to time after this Deed becomes enforceable:

- (a) all and any dividends and other distributions accruing on or deriving from the Securities (notwithstanding that they may have accrued in respect of an earlier period), including without limitation, all money payable in respect of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise shall:
 - (i) if received by any Chargor (or any nominee of it), be held on trust for the Bank and (if requested by the Bank) immediately be paid and transferred to the Bank; and
 - (ii) when and if received by the Bank (or its nominee) shall form part of the Securities and be held by the Bank on the terms of this Deed as additional security (and, if cash, be paid into a cash collateral deposit account and may be applied by the Bank at any time and from time to time thereafter in or towards the discharge of the Secured Obligations as the Bank thinks fit);
- (b) following the Bank serving notice on each Chargor, the Bank may from time to time exercise (and may from time to time direct the exercise of) all voting and other rights and powers (by statute or otherwise) attached to or conferred on the Securities in such manner as the Bank

(in its reasonable discretion) thinks fit and each Chargor shall, and shall procure that any nominee of that Chargor shall, comply with any such directions of the Bank. For the avoidance of doubt, until such time as the Bank takes any steps to exercise any voting or other rights and powers attached to or conferred on the Securities, all such rights and powers shall remain with each Chargor; and

- (c) each Chargor shall (and shall procure that any nominee of it shall), if required by the Bank, agree to accept short notice for and to attend all or any meetings or class meetings of the holders of the Securities, to appoint proxies and exercise all voting and other rights and powers, which may at any time be exercisable by the holders of the Securities as the Bank may from time to time direct.

6.3 The rights and powers attached to or conferred upon the Securities shall, for the purposes of Clause 6.2(b) above, include (without limitation) all powers given to trustees by the Trustee Act 2000 in respect of securities subject to a trust and shall be exercisable without any need for any further consent or authority of a Chargor.

7. REPRESENTATIONS

7.1 Each Chargor represents and warrants that:

- (a) it has full power and authority and is legally empowered to enter into this Deed and to grant security over the Security Assets and to grant the guarantees and indemnity on the terms set out herein;
- (b) it has taken all necessary actions (including corporate actions) to authorise the acceptance of and the exercise of its rights under this Deed and the performance of its obligations under this Deed and all other documents to be entered into by it in connection herewith;
- (c) there is no legal or other restriction on its ability to enter into and perform its obligations in respect of this Deed, including that such entry or performance will not constitute a breach of any law, regulation or official directive to which it is subject or any agreement by which it is bound;
- (d) subject to the Legal Reservations, this Deed will be valid, binding and enforceable in accordance with its terms;
- (e) none of the Chargors nor any of their affiliates is either:
 - (i) listed, or is owned or controlled, directly or indirectly, by any person which is listed, on an SDN List; or
 - (ii) located, organised or resident in a country which is the subject of sanctions by any Authority;
- (f) no Security Interest (other than any Security permitted by the Finance Documents and the Security Interests created or expressed to be created by or pursuant to this Deed) exists on, over or in relation to any of the Security Assets at the date of this Deed;

- (g) any Security Assets in the form of Securities are fully paid and not subject to any option to purchase or similar rights. The constitutional documents of companies whose Securities are subject to the security created by this Deed do not and could not restrict or inhibit any transfer of those Securities on creation or enforcement of the Security; and
- (h) no “warning notice” or “restrictions notice” (as defined in Clause 1(2) of Schedule 1B of the Companies Act 2006) has been issued in respect of all or any part of the Securities.

Each of the above representations (excluding those set out in Clauses 7.1(f) and 7.1(g)) will be correct and complied with in all respects at all times during the Security Period as if repeated by reference to the then existing circumstances.

8. GENERAL UNDERTAKINGS

Each Chargor undertakes to procure that:

- (a) it shall not make any material change in the scope or nature of its business;
- (b) if a Chargor is a partnership, it shall notify the Bank in writing immediately of any change in the membership of the partnership. Whenever possible such notification shall be given in advance of such change; and
- (c) if a Chargor comprises one or more trustees, such Chargor shall give to the Bank not less than 28 days' prior written notice of the proposed retirement of any trustee or the appointment of any new trustee (which shall not be effected without the prior written consent of the Bank) and shall notify the Bank in writing, immediately upon the death of any trustee or the dissolution of any firm or corporation acting as trustee.

9. INFORMATION AND ACCESS

- 9.1 Each Chargor shall from time to time on request by the Bank, provide the Bank with such information and documentation as the Bank may reasonably require relating to the Security Assets and its compliance with the terms of this Deed.
- 9.2 Each Chargor shall permit the Bank, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice to inspect the Security Assets (including, without limitation, for the purposes of conducting a valuation of the Security Assets).
- 9.3 Each Chargor shall promptly notify the Bank of any litigation, arbitration or administrative proceedings commenced, pending or threatened against it or any of its Subsidiaries or any other event which is reasonably likely to adversely affect the value or otherwise depreciate, impair or prejudice any Security Asset or result in the security created by this Deed becoming enforceable.

10. PRIORITY OF CHARGES

- 10.1 Any mortgage, assignment, fixed charge or other fixed security each Chargor creates in the Bank's favour, will have priority over the floating charge created by Clause 3.4 (*Floating*

charges) (or in the equivalent provision in the Accession Deed), unless the Bank states otherwise.

- 10.2 Any debentures, assignment, mortgages or charges (fixed or floating) which each Chargor creates in the future (except those in the Bank's favour) shall be expressed to be subject to this Deed and shall rank in order of priority behind the security created pursuant to this Deed.

11. COLLECTION OF RECEIVABLES

- 11.1 Each Chargor shall collect and realise all Receivables and immediately on receipt pay all money which it receives in respect of them into that Chargor's bank account with the Bank, or into any other account specified by the Bank and notified in writing to each Chargor (which may include an account held with a member of the Barclays Group), in each case on such terms as the Bank may direct. Pending that payment, each Chargor will hold all money so received upon trust for the Bank, separate from its own money. Each Chargor may not, without prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any other person (other than the Bank) or purport to do so.
- 11.2 If required by the Bank, each Chargor shall serve notice, in such form as the Bank may reasonably require, on the account bank (if not the Bank) of the security constituted by this Deed.
- 11.3 If a credit balance on any account of a Chargor with any member of the Barclays Group includes proceeds of Receivables credited or transferred to that account, that member of the Barclays Group has an absolute discretion whether to permit or refuse to permit that Chargor to utilise or withdraw that credit balance and that member of the Barclays Group may in its sole discretion at any time transfer all or any part of that credit balance to any other account of that Chargor with that member of the Barclays Group, or to a suspense account opened for the purposes of holding or realising such funds, or in reduction of any outstanding Secured Obligations.
- 11.4 If the Bank releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling a Chargor to factor, discount or otherwise sell them to the Bank or to a third party, the charges created by this Deed will in all other respects remain in full force and effect. In particular, all amounts due to that Chargor from the Bank or the third party and any Receivables re-assigned or due to be re-assigned to that Chargor will be subject to the relevant fixed charge detailed in Clause 3.2 (*Fixed charges*), subject only to any defences or rights of retention or set off which the Bank or the third party may have against that Chargor.

12. COVENANTS RELATING TO LAND AND OTHER ASSETS

- 12.1 Each Chargor shall:
- (a) keep its Land, plant, machinery, computers, vehicles, office or other equipment in good and substantial repair and condition;
 - (b) perform and observe in all material respects all the covenants, conditions and stipulations (whether as landlord or tenant) in any lease, agreement for lease or other right to occupy in

respect of any of its Land and shall not do or permit to subsist any act or thing as a result of which any such lease, agreement for lease or other right to occupy may be subject to determination or right of re-entry or forfeiture prior to the expiration of its term;

- (c) not at any time without the prior written consent of the Bank, sever or remove any of the fixtures forming part of its Land or any of the plant or machinery (other than stock in trade or work in progress) on or in its Land, if to do so would reasonably be expected to have a materially adverse effect of the value, saleability or use of the Land or the enforceability of this Deed;
- (d) comply with all planning laws and regulations and the terms of any authorisation in respect of any such planning laws and regulations, in each case relating to any of its Land;
- (e) obtain and maintain in full force and effect all Environmental Approvals and ensure that the business and/or operations carried on at the Land comply in all respects with all Environmental Laws and Environmental Approvals;
- (f) promptly on becoming aware of it, inform the Bank of any Environmental Claim which has been made or threatened against that Chargor or any occupier of the Land or any of the officers of that Chargor in their capacity as such, setting out the action which is to be taken with respect to that Environmental Claim; and
- (g) notify the Bank promptly on becoming aware of any Environmental Contamination at or brought on to the Land or circumstances likely to lead to Environmental Contamination which might give rise to any Environmental Claim, and take or procure the taking of all necessary action to deal with, remedy or remove from the Land or prevent the incursion of (as the case may be) that Environmental Contamination or circumstances likely to lead to Environmental Contamination, so as to prevent an Environmental Claim, endeavouring always to minimise the danger or harm arising to the Environment.

12.2 Each Chargor shall not, without the Bank's prior written consent:

- (a) grant or agree to grant (whether in exercise of or independently of any statutory power) any lease or tenancy;
- (b) agree to any amendment or waiver or surrender of any lease or tenancy;
- (c) commence any forfeiture proceedings in respect of any lease or tenancy;
- (d) part with or share possession or confer upon any person any contractual licence or right to occupy;
- (e) consent to any assignment of any tenant's interest under any lease or tenancy;
- (f) agree to any rent review in respect of any lease or tenancy; or

- (g) serve any notice on any former tenant under any lease or tenancy (or any Chargor of that former tenant) which would entitle it to a new lease or tenancy, in respect of all or any part of its Land.

12.3 If a Chargor fails to comply with any of the undertakings in this Clause 12, the Bank (and its agents and contractors) shall be entitled to do such things as it considers are necessary or desirable to remedy such failure. Each Chargor shall immediately on request by the Bank, pay the costs and expenses of the Bank (and its agents and contractors) incurred in connection with any action taken under this Clause 12.

13. ACCOUNTS

13.1 Notification and Variation

Each Chargor shall promptly deliver to the Bank on the date of this Deed (and, if any change occurs thereafter, on the date of such change), details of each Assigned Account opened or maintained by it with any bank, building society, financial institution or other person.

13.2 Bank rights

At any time and from time to time after this Deed becomes enforceable or the Bank directs, the Bank shall be entitled, without notice or further demand, to:

- (a) demand, receive and apply against the Secured Obligations, all and any monies due under or arising out of each Account (including the related Deposits);
- (b) exercise in relation to each Account all such rights as each Chargor was then entitled to exercise, in relation to such Account or might, but for the terms of this Deed, exercise; and
- (c) make any direction or instruction to any bank, building society, financial institution or other person at which an Account is held, to give effect to this Clause 13.2.

13.3 Terms of Accounts

Except with the Bank's prior written consent and subject to Clause 13.4 (*Partial maturity*), each Fixed Charge Account shall be maintained on the terms that any relevant Deposit shall mature on the earlier of:

- (a) the first time at which: (i) there are no remaining Secured Obligations; and (ii) the Bank is not under any obligation or liability (actual or contingent) to make advances or provide other financial accommodation which, if made or provided, would give rise to any Secured Obligations; and
- (b) close of business in London on the date on which any of the Secured Obligations shall have become due and payable and shall not have been paid upon becoming so due and payable,

so that, at such time as any such credit balance shall mature (or at any time thereafter), the Bank may exercise in relation to that credit balance any rights of set-off, combination or consolidation to which the Bank may be entitled under this Deed, any other contract, or at law.

13.4 Partial maturity

If, on any day, any of the Secured Obligations become due and payable and have not been paid by close of business in London on the same day, then only so much of the Deposit from time to time on any Fixed Charge Accounts shall mature as equals the amount of the Secured Obligations which became due and payable and had not been paid by close of business on that day.

13.5 Interest on Deposit

Interest shall accrue on each Deposit on any Fixed Charge Accounts at such rates and be payable on such dates and in such manner as agreed by the parties from time to time.

13.6 Restrictions on Deposits

- (a) Each Chargor shall, prior to this Deed becoming enforceable or unless the Bank otherwise directs, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account.
- (b) At any time and from time to time after this Deed becomes enforceable, the Chargors shall not be entitled to receive, withdraw or otherwise transfer any Deposit from time to time on any Account except with the prior written consent of the Bank.

14. NEGATIVE PLEDGE

14.1 No Chargor shall, in each case except as permitted by the Finance Documents, without the prior written consent of the Bank:

- (a) create, agree to create or permit to exist any trust, interest or Security Interest (howsoever ranking in point of priority) of any nature whatsoever (including such as arises by operation of law or any enactment) in, over or affecting all or any part of its Security Assets ; or
- (b) subject to Clause 14.2(b) below, part with, grant or enter into a lease of, sell, transfer, assign or otherwise dispose of (including by way of declaration of trust) all or any part of its Security Assets or any interest in them or agree to do so.

14.2 Each Chargor undertakes to the Bank that, save as expressly permitted by the Bank in writing, it will not:

- (a) create any mortgage or any fixed or floating charge or other security, over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, the floating charges created by this Deed); or
- (b) sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

15. PRESERVATION OF SECURITY

15.1 Ruling off

If the Bank receives notice of any subsequent interest or Security Interest affecting any Security Asset:

- (a) the Bank may open a new account or accounts in respect of that Chargor and if the Bank does not open a new account, it shall nevertheless be treated as if it had done so at the time when it had received the notice;
- (b) all payments made by that Chargor to the Bank after the Bank receives such notice, shall be credited or be treated as having been credited to its new account and in no circumstances whatsoever shall such payments operate to reduce the amount due from that Chargor to the Bank at the time when it had received the notice; and
- (c) all payments made by the Bank to the Chargor after the Bank receives such notice shall be deemed to have been first made out of any payments last received into any account of the Chargor with the Bank.

15.2 Release

If at any time the Secured Obligations shall have been paid and discharged in full and the Bank has no commitment, obligation or liability of any kind (present or future, actual or contingent), the Bank will at the request and cost of the Chargors re-assign the Security Assets to the Chargors or otherwise discharge the security constituted under this Deed.

15.3 Retention of Charges

Notwithstanding Clause 15.2 (*Release*):

- (a) if the Bank shall have reasonable grounds for believing that a Chargor may be insolvent, bankrupt or unable to pay its debts as and when they fall due or that the value of a Chargor's assets may be less than the amount of its liabilities, taking into account its contingent and prospective liabilities or may be deemed for the purposes of any law to be insolvent or bankrupt, as at the date of any payment made by that Chargor to the Bank, then the Bank shall be at liberty to retain the security contained in or created pursuant to this Deed, until the expiry of a period of one month plus such statutory period within which any assurance, security, guarantee or payment can be avoided or invalidated;
- (b) the Bank shall be able to exercise its rights under paragraph (a) above notwithstanding (i) the payment and discharge in full of all Secured Obligations or (ii) any release, settlement, discharge or arrangement that may be given or made by the Bank on, or as a consequence of, such payment or discharge of liability; and
- (c) if at any time within such period as is referred to in paragraph (a) above, any step or corporate action is taken in respect of a Chargor in relation to or with a view to any insolvency, bankruptcy, administration, winding up or receivership proceedings or procedure as set out in Part 26 of the Companies Act 2006 or in the Insolvency Act 1986 or in relation to or with a view

to any analogous proceedings or procedure in any jurisdiction the Bank shall be at liberty to continue to retain such security for such further period as the Bank may reasonably determine and such security shall be deemed to have continued to have been held as security for the payment and discharge to the Bank of all Secured Obligations.

16. FURTHER ASSURANCES

16.1 Each Chargor shall, on demand, execute any document and do any other act or thing (in either case, at the expense of that Chargor) which the Bank may reasonably specify for protecting, preserving or perfecting any security created or intended to be created by this Deed or for facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the powers, rights and discretions of the Bank under this Deed, including the execution of all releases, transfers, assignments and other documents and the giving of all notices, orders, instructions, directions and requests for any consents to enable the property to be charged which the Bank may reasonably request and each Chargor irrevocably and severally by way of security appoints the Bank (and any Receiver or Delegate appointed under this Deed), as its attorney in its name and on its behalf to sign, execute and deliver all such documents and do any act or thing as the Bank may think fit.

16.2 Each Chargor by way of security irrevocably and severally appoints the Bank, (and any Receiver or Delegate appointed under this Deed) to be its attorney with full power of substitution, on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- (a) prior to service of a default notice or any demand for payment, to do anything which that Chargor is obliged to do under this Deed (but has not done);
- (b) on and after service of a default notice or any demand for payment, to do anything which that Chargor is obliged to do under this Deed; and
- (c) to take any action which is ancillary to the exercise of any of the rights conferred on the Bank, in relation to any Security Asset or under this Deed or any other agreement with the Bank, the Law of Property Act 1925 or the Insolvency Act 1986, and ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 16.2.

17. ENFORCEMENT

17.1 On and at any time after the occurrence of an Event of Default (as defined in the Facilities Agreement) which is continuing and notice having been served by the Bank on a Chargor pursuant to Clause 27.17 (Acceleration) of the Facilities Agreement or a request from a Chargor to the Bank that it exercise any of its powers under this Deed (or if any steps are taken to appoint an administrator of a Chargor), the Security Interests created by and under this Deed and any Accession Deed shall be immediately enforceable and the Bank, without prejudice to the powers conferred on it by virtue of the Law of Property Act 1925, shall be entitled to:

- (a) secure and perfect its title to all or any part of the Security Assets;

- (b) enforce all or any part of that Security at the times, in the manner and on the terms it thinks fit;
- (c) take possession of and hold or dispose of all or any part of the Security Assets (and any Assets of the relevant Chargor which, when got in, would be part of the Security Assets) at the times, in the manner and on the terms it thinks fit; and
- (d) transfer or otherwise dispose of any Security Asset and to give good discharge for any moneys received by the Bank in exercise of such power of sale and/or disposal.

17.2 The Bank shall as soon as reasonably practicable after exercising any power pursuant to Clause 17.1 above, notify the Chargors of such exercise.

17.3 To the extent that the Security Interests created by this Deed constitute a "security financial collateral arrangement" and the Security Assets constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the **Regulations**), the Bank shall have the right on giving prior notice to a Chargor, at any time after the Security Interest becomes enforceable, to appropriate all or any part of the Security Assets in or towards discharge of the Secured Obligations. The parties agree that the value of the appropriated Security Assets shall be, in the case of cash, the amount of cash appropriated and, in the case of Securities, determined by the Bank by reference to any publicly available market price in the absence of which by such other means as the Bank (acting reasonably) may select including, without limitation, an independent valuation. The parties agree that the value of each Account shall be the amount of the credit balance on it, together with any accrued but unposted interest that is paid in relation to that Account at the time the right of appropriation is exercised. For the purpose of Regulation 18(1) of the Regulations, each Chargor agrees that any such determination by the Bank will constitute a valuation "in a commercially reasonable manner".

18. CONTINUING SECURITY

The security constituted by this Deed shall be continuing, is made for securing further advances and will extend to the ultimate balance of the Secured Obligations, regardless of (i) any intermediate payment or discharge in whole or in part; and (ii) any amendment, variation, restatement, assignment, replacement, refinancing, novation or departure (however substantial or material) of, to or from any document constituting any Secured Obligations.

19. INSURANCE

19.1 Each Chargor must insure all insurable Assets with an insurance office or underwriter acceptable to the Bank, against loss or damage by fire and such other risks as the Bank may specify from time to time. This insurance cover must be for the full replacement value and be index-linked. Each Chargor must also maintain all other insurances normally maintained by prudent companies with similar activities to those of that Chargor or as the Bank may require.

19.2 Each Chargor must punctually make all premium and other payments necessary to effect or maintain these insurances and produce receipts for these payments at the request of the Bank. If, at any time, a Chargor fails to have the required insurance cover in place or to produce any

receipt on request or to deposit any policy with the Bank under Clause 4 (*Delivery of Documents of Title and Registration*) or on request, the Bank may take out or renew any insurance in any sum and on any terms the Bank thinks appropriate and recover the costs of doing so from that Chargor.

- 19.3 All monies received on any insurance whatsoever in respect of loss or damage by fire or otherwise to said insurable Assets or any part thereof (whether effected or maintained by a Chargor in pursuance of its obligation under the covenant contained in this Clause 19 (*Insurance*) or independently of or otherwise than in pursuance of such obligation) shall as the Bank requires either be applied in making good the loss or damage in respect of which the monies are received or be paid to the Bank in or towards payment of the monies for the time being secured by this Deed or such part or parts thereof as the Bank may require.

20. ADMINISTRATOR

- 20.1 At any time and from time to time after this security becomes enforceable, or if a Chargor so requests the Bank in writing from time to time, the Bank may appoint any one or more qualified persons to be an administrator of any Chargor, to act together or independently of the other or others appointed (to the extent applicable).
- 20.2 Any such appointment may be made pursuant to an application to court under paragraph 12 of Schedule B1 of the Insolvency Act 1986 (Administration application) or by filing specified documents with the court under paragraphs 14 to 21 (inclusive) of Schedule B1 of the Insolvency Act 1986.
- 20.3 In this Clause 20, a "qualified person" means a person who, under the Insolvency Act 1986, is qualified to act as an administrator of any company or individual with respect to which that person is appointed.

21. RECEIVER

21.1 Appointment of Receiver

- (a) At any time after this security becomes enforceable, or if a Chargor so requests the Bank in writing at any time, the Bank may, (unless precluded by law) without further, notice appoint under seal or in writing, any one or more qualified persons to be a Receiver of all or any part of the Security Assets, to act together or independently of the other or others appointed to the extent applicable.
- (b) In this Clause 21, a "qualified person" means a person who, under the Insolvency Act 1986, is qualified to act as a Receiver of the property of any company or individual with respect to which that person is appointed.

21.2 Powers of Receiver

- (a) Every Receiver appointed in accordance with Clause 21.1 (*Appointment of Receiver*) shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of a Chargor) have and be entitled to exercise all of the rights, powers and

discretions, as varied and extended by the provisions of this Deed, conferred by the Law of Property Act 1925 on any receiver appointed under that Act and those conferred by the Insolvency Act 1986 (and to use the name of a Chargor for all or any of such purposes). If at any time there is more than one Receiver in respect of all or any part of the Security Assets, each such Receiver may (unless otherwise stated in any document appointing that Receiver), exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of each other Receiver.

(b) The rights, powers and discretions referred to in paragraph (a) above include (without limitation) the right, power and/or discretion (as the case may be):

- (i) **Take possession:** to take immediate possession of, get in and collect the Security Assets or any part of the Security Assets whether accrued before or after the date of his appointment;
- (ii) **Carry on business:** to carry on or manage the business of a Chargor, as the Receiver may think fit or to concur in or authorise the management of, or appoint a manager of the whole or any part of the business of that Chargor;
- (iii) **Protection of assets:** to make and effect all repairs, alterations, improvements, replacements, developments, demolitions and insurances (including indemnity insurance and performance bonds and guarantees) and do all other acts which a Chargor might do in the ordinary conduct of its business, as well for the protection as for the improvement of the Security Assets and to commence and/or complete any building operations on any Land secured pursuant to this Deed and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as the Receiver may in its absolute discretion think fit or concur in any of the foregoing;
- (iv) **Employees and advisers:** to appoint and discharge managers, officers, agents, accountants, servants, workmen and other advisers for the purposes of this Deed, upon such terms as to remuneration or otherwise as the Receiver may think proper and to discharge any such persons appointed by a Chargor;
- (v) **Borrow money:** to borrow money for the purpose of exercising any of the powers, authorities and discretions conferred on the Receiver by or pursuant to this Deed and/or of defraying any costs, charges, losses or expenses (including the Receiver's remuneration) which shall be incurred by that Receiver in the exercise of such powers, authorities and discretions or for any other purpose, to raise and borrow money either unsecured or on the security of the Security Assets or any part of the Security Assets either in priority to the security constituted by this Deed or otherwise and generally on such terms and conditions as that Receiver may think fit and no person lending such money shall be concerned to enquire as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;
- (vi) **Sell business:** to sell or concur in selling the whole or any part of any Chargor's business whether as a going concern or otherwise;

- (vii) **Sell assets:** to sell, exchange, grant options to purchase, license, surrender, release, disclaim, abandon, return or otherwise dispose of, convert into money or realise all or any part of the Security Assets by public auction or private contract and generally in such manner and on such terms as the Receiver shall think proper or to concur in any such transaction. Without prejudice to the generality of the foregoing the Receiver may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as the Receiver may think fit. Fixtures, other than landlords' fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor;
- (viii) **Acquire assets:** to acquire assets for such consideration and on such terms as the Receiver may think fit, to purchase outright or acquire by leasing, hiring, licensing or otherwise, any land, buildings, plant, equipment, vehicles or materials or any other property, assets or rights of any description which the Receiver considers necessary or desirable for the carrying on, improvement or realisation of any of the Security Assets or the business of a Chargor or otherwise for the benefit of the Security Assets;
- (ix) **Leases, etc.:** to grant or agree to grant any leases whatsoever and let on charter, sub-charter, hire, lease or sell on condition and to grant rights, options, licences or easements over all or any part of the Security Assets for such term and at such rent (with or without a premium) as the Receiver may think proper and to rescind, surrender and accept or agree to accept a surrender of any lease or tenancy of such Security Assets or agree to any variation of any such contract affecting all or any part of the Security Assets on such terms as the Receiver may think fit (including the payment of money to a lessee or tenant on a surrender or any rent review);
- (x) **Uncalled capital:** to call up or require the directors or members (as applicable) of a Chargor to call up all or any portion of the uncalled capital for the time being of a Chargor and to enforce payment of any call by action (in the name of that Chargor or the Receiver, as may be thought fit by the Receiver);
- (xi) **Compromise:** to negotiate, settle, adjust, refer to arbitration, compromise, abandon and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of a Chargor or relating in any way to the Security Assets or any part of them;
- (xii) **Legal actions:** to bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Security Assets or any part of them as may seem to the Receiver to be expedient;
- (xiii) **Receipts:** to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Security Assets;

- (xiv) **Subsidiaries, etc.:** to form a Subsidiary or Subsidiaries of a Chargor in any jurisdiction and transfer to any such Subsidiary or any other company or body corporate, whether or not formed for the purpose, all or any part of the Security Assets;
- (xv) **Powers, discretions, etc.:** to exercise any powers, discretions, voting, conversion or other rights or entitlements in relation to any of the Security Assets or incidental to the ownership of or rights in or to any Security Assets and to complete or effect any transaction entered into by a Chargor and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of a Chargor relating to or affecting all or any part of the Security Assets; and
- (xvi) **General powers:** to do all such other acts and things as the Receiver may consider desirable or necessary for realising the Security Assets or any part of them or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Deed, to exercise in relation to the Security Assets or any part of them all such powers, authorities and things as the Receiver would be capable of exercising if it were the absolute beneficial owner of them,

and to use the name of the relevant Chargor for all or any of such purposes.

21.3 **Removal**

The Bank may from time to time, by writing remove any Receiver appointed by it (so far as it is lawfully able) and may, whenever it may deem it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

21.4 **Remuneration**

- (a) The Bank may from time to time, fix the remuneration of any Receiver appointed by it (which remuneration may be or include a commission calculated by reference to the gross amount of all moneys received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by a Chargor or any other person or the performance or discharge of any obligation imposed upon the Receiver by statute or otherwise) but such remuneration shall be payable by that Chargor alone, and sections 109(6) and (8) of the Law of Property Act 1925 shall not apply in relation to any Receiver appointed under this Deed.
- (b) The amount of such remuneration may be debited by the Bank to any account of the relevant Chargor, held with the Bank but shall, in any event, form part of the Secured Obligations and accordingly be secured on the Security Assets under the security contained in this Deed.

21.5 **Extent of appointment**

The exclusion of any Security Assets from the appointment of the Receiver shall not preclude the Bank from subsequently extending the Receiver's or Receivers' appointment (or that of their replacement) to that part or appointing another Receiver over any other part of the Security Assets.

21.6 No liability as mortgagee in possession

The Bank shall not, nor shall any Receiver appointed as aforesaid, by reason of it or the Receiver entering into possession of the Security Assets or any part of them or for any other reason, be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

21.7 Agent of Chargor

- (a) Every Receiver of a Chargor duly appointed by the Bank under the powers in that respect contained in this Deed shall be deemed to be the agent of that Chargor for all purposes and shall as such agent for all purposes be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925.
- (b) Each Chargor alone shall be responsible for the contracts, engagements, acts, omissions, defaults and losses of the Receiver and for liabilities incurred by the Receiver and the Bank shall not incur any liability for them by reason of the Bank appointing such Receiver or for any other reason whatsoever.

21.8 Bank may exercise

To the fullest extent permitted by law, all or any of the powers, authorities and discretions which are conferred by this Deed (either expressly or impliedly), upon a Receiver of the Security Assets, may be exercised after the security created under this Deed becomes enforceable by the Bank in relation to the whole of such Security Assets or any part of them without first appointing a Receiver of such property or any part of it or notwithstanding the appointment of a Receiver of such property or any part of it.

22. APPOINTMENT OF AGENT AND CHANGES TO CHARGORS

- (a) Each Chargor (other than the Agent) by its execution of this Deed or an Accession Deed irrevocably appoints the Agent (acting through one or more authorised signatories) to act on its behalf as its agent (and the Agent accepts such appointment) and irrevocably authorises:

- (i) the Agent on its behalf to supply all information concerning itself contemplated by this Deed to the Bank and to execute on its behalf any Accession Deed or other deed or agreement, notwithstanding that they may affect that Chargor, without further reference to or the consent of that Chargor; and
- (ii) the Bank to give any notice, demand or other communication to that Chargor to the Agent,

and in each case the Chargor shall be bound as though the Chargor itself had given the notices and instructions or executed or made the agreements or deeds.

- (b) Where the Chargor is a member of a group of companies and/or limited liability partnerships, a company or limited liability partnership may become an Additional Chargor if:

- (i) the Bank approves the addition of that proposed Additional Chargor;
- (ii) the Agent and the proposed Additional Chargor deliver to the Bank a duly completed and executed Accession Deed; and
- (iii) the Bank has received all of the documents and other evidence for its know your customer checks and any corporate authorities required by the Bank in relation to that Additional Chargor, each in form and substance satisfactory to the Bank.

23. EXPENSES AND INDEMNITIES

23.1 Each Chargor shall on demand pay to or reimburse the Bank and any Receiver (together with any nominees, agents or Delegates) on the basis of a full indemnity on an after tax basis the amount of all commissions, costs (including legal costs and remuneration), charges, losses, liabilities, and expenses and other sums reasonably incurred by the Bank and any Receiver (together with any nominees, agents or Delegates) in connection with:

- (a) the inspection or valuation of the Security Assets;
- (b) making a demand for payment or the delay in receipt of payments under this Deed;
- (c) a failure by any Chargor to perform its obligations under this Deed or otherwise breach any terms of this Deed; and
- (d) the preservation, enforcement or the attempted preservation or enforcement of any of their rights under this Deed whether incurred as a result of any act or omission by, or proceedings involving, that Chargor or any third party together with interest on the amount payable in accordance with Clause 2 (*Agreement to pay*).

23.2 Each Chargor shall on demand pay to or fully indemnify the Bank, any Receiver, (Delegate, or other nominee or agent) on an after-tax basis against all losses, actions, claims, commissions, costs (including legal costs, expenses, proceedings, and remuneration), charges, losses, liabilities, expenses and other sums and expenditure which the Bank any Receiver, (Delegate, or other nominee or agent) may suffer, pay or incur, acting reasonably, in connection with any payment or discharge in respect of the Secured Obligations (whether made by that Chargor or a third party) becoming void, voidable, ineffective or unenforceable for any reasons whatsoever.

23.3 Where, pursuant to Clauses 23.1 or 23.2 above, a sum is paid to the Bank or any Receiver (or any nominees, agents or Delegates), the relevant Chargor shall, in addition, pay to the Bank or any Receiver (together with any nominees, agents or Delegates) in respect of value added tax:

- (a) (except where the payment falls within Clause 23.3(b) below), such amount as equals any value added tax charged to the Bank or any Receiver (or any nominees, agents or Delegates) in respect of the matter which gives rise to the payment and which the Bank or any Receiver (or any nominees, agents or Delegates) certifies is not recoverable by it by repayment or credit (such certificate to be conclusive in the absence of manifest error); and

- (b) on any reimbursement of or indemnification for any commissions, costs, charges, expenses or other items incurred by the Bank or any Receiver (or any nominees, agents or Delegates) as agent for that Chargor, such amount as equals the amount included in the commissions, costs, charges, expenses or other items in respect of value added tax (and in such a case the Bank or any Receiver (or any nominees, agents or Delegates) shall provide that Chargor with an appropriate tax invoice in respect of such item, naming that Chargor as recipient of the relevant supply).
- 23.4 Each Chargor agrees that the Bank will not be held responsible for any loss suffered as a result of exercise of or failure to exercise by the Bank of its rights under this Deed, except in the case of gross negligence or wilful default of the Bank.
24. **SET OFF**
- 24.1 The Bank may at any time and from time to time without notice (but shall not be obliged to) set off (i) any obligation which is due and payable by a Chargor to the Bank and/or any other member of the Barclays Group and is unpaid against (ii) any obligation (whether or not matured) owed by the Bank and/or any other member of the Barclays Group to a Chargor, regardless of the place of payment, booking branch or currency of either obligation (with the difference between the amounts in (i) and (ii) being the **Set off Amount**), regardless of the place of payment, booking branch or currency of either obligation. Pursuant to the rights in the preceding sentence, the Bank may debit an account held by any Chargor with the Bank by an amount up to and including the Set off Amount.
- 24.2 If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set off and if when converted it leaves the Bank with less than the amount due the relevant Chargor must make good the amount of the shortfall on demand.
- 24.3 The Bank may, in its absolute discretion estimate the amount of any liability of a Chargor which is contingent or unascertained and thereafter set off such estimated amount and no amount shall be payable by the Bank to any Chargor unless and until all Secured Obligations have been ascertained and fully repaid or discharged.
25. **DISCRETION AND DELEGATION**
- 25.1 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Bank or any Receiver may be exercised or made from time to time in its absolute and unfettered discretion without any obligation to give reasons.
- 25.2 Each of the Bank and any Receiver may at any time delegate all or any of the rights conferred on it by this Deed.
- 25.3 The delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions as the Bank or the Receiver may think fit.
- 25.4 Such delegation shall not preclude either the subsequent exercise of such power, authority or discretion the Bank or the Receiver itself or any subsequent delegation or revocation.

25.5 Under no circumstances shall the Bank nor any Receiver or any Delegate (nor any officer, agent or employee of any of them) be liable to any Chargor or any other person as a result of or in connection with any act, default, omission or misconduct on the part of any Delegate.

26. TRANSFER AND DISCLOSURE

26.1 The Bank may at any time sell, assign, novate, securitise or otherwise transfer all or part of its rights and/or obligations in respect of this Deed to any person at any time (a **Transferee**). Each Chargor consents to the disclosure by the Bank of any information and documentation directly or indirectly concerning this Deed to any prospective or actual Transferee.

26.2 The Bank may disclose any information relevant to this Deed in the Bank's possession relating to each Chargor and the Security Assets to:

- (a) any other member or affiliate of the Barclays Group and our or their officers, directors, employees, auditors, partners, consultants and professional advisers;
- (b) a governmental, banking, taxation or other regulatory authority;
- (c) any person in connection with a securitisation of all or any part of the loan assets of any member of the Barclays Group from time to time;
- (d) any person who may otherwise enter into contractual relations with any member of the Barclays Group in connection with this Deed;
- (e) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or governmental, banking, taxation or other regulatory authority or similar body;
- (f) any rating agency (including its professional advisers) to enable the rating agency to carry out its normal rating activities;
- (g) each other Chargor;
- (h) any credit reference agency; and
- (i) any other obligor in respect of all or part of the Secured Obligations and any affiliate, holding company or subsidiary thereof.

26.3 No Chargor may assign or otherwise transfer any of its rights or obligations under this Deed.

27. FORBEARANCE

No delay or omission on the part of the Bank in exercising any right, power or privilege under this Deed will impair it or be construed as a waiver of it. A single or partial exercise of any right, power or privilege will not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or privilege.

28. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original. All such counterparts will together constitute one instrument.

29. NOTICES, COMMUNICATIONS AND DEMANDS

29.1 Any notice, communication or demand under or in connection with this Deed shall be in writing and shall be delivered personally, or by post to the Authorised Address and, if given by the Bank, may be made or given by any manager, officer or agent of the Bank or of any branch of the Bank.

29.2 Any notice, communication or demand made or delivered under or in connection with this Deed to a Chargor or the Agent will only be effective in the case of a letter which is sent by post, in a first-class prepaid letter where available, and is posted before the last collection of letters from the letter box in which it was posted has been made on any day, at 10.00 a.m. on the next succeeding day upon which a delivery of letters is made.

29.3 Any notice to the Bank, shall be addressed in writing and sent by post to Barclays Bank PLC at Lending Operations, PO Box 299, Birmingham, B1 3PF and shall only be effective when actually received by the Bank.

29.4 Any notice, communication or demand made or delivered to the Agent will be deemed to have been made or delivered to each of the Chargors.

29.5 Demands under this Deed may be made from time to time and, at any time, the liabilities and obligations of each Chargor under this Deed may be enforced, irrespective of:

- (a) whether any demands, steps or proceedings are being or have been made or taken against any other Chargor and/or any third party; or
- (b) whether or in what order any security to which the Bank may be entitled in respect of the Secured Obligations and any other obligations secured under this Deed is enforced.

29.6 All notifications or determinations given or made by the Bank shall be conclusive and binding on the Chargors, except in the case of manifest error.

30. MISCELLANEOUS PROVISIONS

30.1 If at any time any one of the provisions of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired.

30.2 Save as otherwise provided for in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 or any similar applicable legislation to enforce or to enjoy the benefits of this Deed, unless otherwise specified.

30.3 Notwithstanding any term of this Deed the consent of any person who is not a party is not required to rescind or vary this Deed or any other agreement entered into under or in connection with it.

30.4 This Deed is intended to take effect as a deed notwithstanding the fact that any party may only execute this Deed under hand.

31. **GOVERNING LAW AND JURISDICTION**

31.1 This Deed and any non-contractual obligations arising from or in connection with it shall be governed by, and construed in accordance with, the laws of England.

31.2 Each party irrevocably submits, for the exclusive benefit of the Bank, to the jurisdiction of the English courts (but without prejudice to the Bank's right to commence proceedings against any party in any other jurisdiction) and irrevocably waives any objection on the ground of venue or inappropriate forum or any similar grounds.

This Deed has been executed as a deed by the Chargors and signed by the Bank and is delivered on the date stated at the beginning of this Deed.

SCHEDULE 1 – THE PARTIES

Name of Chargor	Country of Jurisdiction	Registration Number	Registered Address
JOULES GROUP PLC	England and Wales	10164829	The Joules Barn, Rockingham Road, Market Harborough, Leicestershire, United Kingdom, LE16 7QD
JOULES LIMITED	England and Wales	02934327	The Joules Barn, Rockingham Road, Market Harborough, Leicestershire, United Kingdom, LE16 7QD
JOULES INVESTMENTS HOLDINGS LIMITED	England and Wales	08752970	The Joules Barn, Rockingham Road, Market Harborough, Leicestershire, United Kingdom, LE16 7QD
JOULES DEVELOPMENTS LIMITED	England and Wales	11250107	The Joules Barn, Rockingham Road, Market Harborough, Leicestershire, United Kingdom, LE16 7QD
JOULES PROPERTY LIMITED	England and Wales	11250113	The Joules Barn, Rockingham Road, Market Harborough, Leicestershire, United Kingdom, LE16 7QD
THE GARDEN TRADING COMPANY LIMITED	England and Wales	02854160	The Joules Barn, Rockingham Road, Market Harborough, Leicestershire, United Kingdom, LE16 7QD

The Agent

Name of relevant Chargor	Country of Jurisdiction	Registration Number	Registered Address
JOULES GROUP PLC	England and Wales	10164829	The Joules Barn, Rockingham Road, Market Harborough, Leicestershire, United Kingdom, LE16 7QD

SCHEDULE 2 - FORM OF ACCESSION DEED

THIS ACCESSION DEED is made on: [●]

Between

- (1) JOULES GROUP PLC (incorporated in England and Wales with registered number 10164829 for itself and for the Chargors (the **Agent**);
- (2) [Insert **NAME OF COMPANY/LLP**] (incorporated in [●] with registered number [Insert COMPANY/LLP NUMBER]) of [Insert REGISTERED ADDRESS] (the **Acceding Chargor**); and

and

- (3) **Barclays Bank PLC** (Company Number 01026167) of 1 Churchill Place, London E14 5HP (the **Bank**).

Whereas

This Accession Deed is supplemental to a Debenture and Cross Guarantee dated [●] between, inter alia, the Agent, the Chargor(s) (as defined therein) and the Bank (**Debenture and Cross Guarantee**).

It is agreed as follows

1 DEFINITIONS AND INTERPRETATION

(a) Definitions

Save to the extent otherwise defined in this Accession Deed, terms defined in the Debenture and Cross Guarantee have the same meaning when used in this Accession Deed.

(b) Interpretation and other provisions

- (i) Clauses 1.2 (*Interpretation*) and 30 (*Miscellaneous Provisions*) of the Debenture and Cross Guarantee are incorporated in this Accession Deed as if they were set out in full in this Accession Deed, but so that references in those Clauses to this Accession Deed shall be construed as references to this Accession Deed.
- (ii) All the provisions contained in the Debenture and Cross Guarantee in relation to the security created by it and all the powers and rights conferred on the Bank and any Receiver in relation to the security created by the Debenture and Cross Guarantee shall extend and apply to the security created by this Accession Deed.
- (iii) The Debenture and Cross Guarantee and Accession Deed shall be read together and construed as one instrument.

2 ACCESSION OF ACCEDING CHARGOR

The Acceding Chargor agrees to be a Chargor for the purposes of the Debenture and Cross Guarantee with immediate effect and agrees to be bound by all of the terms of the Debenture and Cross Guarantee as if it had originally been a party to it.

3 **AGREEMENT TO PAY**

- (a) The Acceding Chargor, as primary obligor and not merely as surety covenants with the Bank that it will pay and discharge on demand the Secured Obligations on the date(s) on which such Secured Obligations are expressed to become due or apply and in the manner provided for in the document under which liability for such Secured Obligations arises.
- (b) The Acceding Chargor unconditionally and irrevocably:
- (i) guarantees to the Bank punctual performance of all of each other Chargor's payment obligations to the Bank;
 - (ii) undertakes to the Bank that whenever another Chargor does not pay any part of the Secured Obligations when due to the Bank, it shall immediately on demand pay that amount (in whatever currency denominated) as if it was the principal obligor; and
 - (iii) agrees with the Bank that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Bank immediately on demand against any cost, claims, charges, expenses, losses or liability it incurs as a result of another Chargor not paying any of part of the Secured Obligations which would, but for such unenforceability, invalidity or illegality, have been payable by it on the date when it would have been due. The amount payable by the Acceding Chargor under this indemnity (meaning for the avoidance of doubt, that the Acceding Chargor is required to fully reimburse the Bank) will not exceed the amount it would have had to pay under this Accession Deed and/or the Debenture and Cross Guarantee if the amount claimed had been recoverable on the basis of a guarantee.
- (c) The covenants and obligations contained in this Clause 3 are given subject to, and with the benefit of, the provisions set out in Schedule 3 (*Waiver of Defences and Deferral of Rights*) of the Debenture and Cross Guarantee by the Acceding Chargor jointly and severally with each other Chargor.

4 **CHARGES**

(a) **General**

All security created by the Acceding Chargor under this Clause 4 is:

- (i) continuing security for the payment and discharge of the Secured Obligations;
- (ii) granted with full title guarantee;
- (iii) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Security Asset; and
- (iv) granted in favour of the Bank.

(b) **Fixed charges**

The Acceding Chargor charges by way of first fixed charge:

- (i) all Land in England and Wales now vested in it and not registered at the Land Registry;
- (ii) all Land in England and Wales now vested in it and registered at the Land Registry;
- (iii) all other Land which is now, or in the future becomes, its property;
- (iv) (to the extent that they are not Land) all plant, machinery, computers, vehicles, office or other equipment now or in the future owned by it and its interest in any plant, machinery, computers, vehicles, office or other equipment in its possession (but excluding any for the time being part of its stock-in-trade or work-in-progress) and the benefit of all contracts, licences and warranties relating to them;
- (v) (to the extent not validly and effectively assigned pursuant to Clause 4(c)(i) (*Assignment*) below) all Rental Income and the benefit to the Acceding Chargor of all other rights and claims to which Acceding Chargor is now or may in the future become entitled in relation to the Land including (but not limited to) all rights and claims of the Acceding Chargor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Land and all chargors and sureties for the obligations of such persons;
- (vi) all Securities;
- (vii) the Insurance Contracts together with all rights and interest in the Insurance Contracts (including the benefit of all claims arising and, to the extent not validly and effectively assigned pursuant to Clause 4(c)(vi) (*Assignment*) below, all monies payable under them);
- (viii) all of its present and future goodwill;
- (ix) all of its present and future uncalled capital;
- (x) all of its present and future Intellectual Property Rights;
- (xi) all trade secrets, confidential information and know-how owned or enjoyed by it now or in the future in any part of the world;
- (xii) all other debts now or in the future owing to it save for those arising on fluctuating accounts with associates (as defined in section 345 of the Companies Act 2006);
- (xiii) all of its present and future right, title, benefit and interest in and to each Fixed Charge Account and each related Deposit; and
- (xiv) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to it as security in respect of any Asset itself subject to a fixed charge in favour of the Bank.

(c) **Assignment**

The Acceding Chargor assigns and agrees to assign all of its right, title, estate and other interests in and to:

- (i) the Rental Income and the benefit to the Acceding Chargor of all other rights and claims to which the Acceding Chargor is now or may in the future become entitled in relation to the Land including (but not limited to) all rights and claims of the Acceding Chargor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Land and all chargors and sureties for the obligations of such persons;
- (ii) the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the Acceding Chargor in relation to any Land and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other equipment now or from time to time in the buildings erected or to be erected on any Land and any other person, firm or company now or from time to time under contract with or under a duty to the Acceding Chargor and the benefit of all sums recovered in any proceedings against all or any of such persons;
- (iii) the benefit of all Property Agreements and the proceeds of any claim, award or judgement arising out of any Property Agreement and all sums paid or payable to the Acceding Chargor under or in respect of any Property Agreement;
- (iv) each Assigned Account and each related Deposit;
- (v) (to the extent that any Intellectual Property Rights are not capable of being charged pursuant to Clause 4(b) (*Fixed charges*)), whether by reason of lack of any third party consent which is required, or otherwise) its right, title and interest (if any) in and to any and all damages, compensation, remuneration, profit, rent, fees, royalties or income which it may derive from such Intellectual Property Rights or be awarded or entitled to in respect of such Intellectual Property Rights; and
- (vi) any sums payable to it pursuant to any Insurance Contract,

provided that nothing in this Clause 4(c) shall constitute the Bank as a mortgagee in possession.

(d) **Floating charge**

- (i) The Acceding Chargor charges by way of first floating charge all its present and future undertaking and Assets of whatever type and wherever located.
- (ii) The floating charge created by the Acceding Chargor under Clause 4(d)(i) above shall be deferred in point of priority to all other security or security interests created under or pursuant to this Accession Deed.

- (iii) The floating charge created by the Acceding Chargor under Clause 4(d)(i) above is a “qualifying floating charge” for the purposes of paragraph 14(2)(a) of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002). Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to this Accession Deed.

(e) **Attorney**

The Acceding Chargor, by way of security, irrevocably and severally appoints the Bank (and any Receiver or Delegate appointed under this Accession Deed) to be its attorney in accordance with the provisions of Clause 16 (*Further Assurances*) of the Debenture and Cross Guarantee. The Acceding Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause 4(e).

5 **REPRESENTATIONS**

The Acceding Chargor makes the representations set out in Clause 7 (*Representations*) of the Debenture and Cross Guarantee on the date of this Accession Deed.

6 **CONSENT OF EXISTING CHARGORS**

The Chargors, acting by the Agent, agree to the terms of this Accession Deed and agree that its execution will in no way prejudice or affect any security granted by any of them by or under the Debenture and Cross Guarantee.

7 **NEGATIVE PLEDGE**

(a) The Acceding Chargor shall not, without the prior written consent of the Bank:

- (i) create, agree to create or permit to exist any trust, interest or Security Interest (howsoever ranking in point of priority) of any nature whatsoever (including such as arises by operation of law or any enactment) in, over or affecting all or any part of its Security Assets; or
- (ii) subject to Clause 7(b) below, part with, grant or enter into a lease of, sell, transfer, assign or otherwise dispose of (including by way of declaration of trust) all or any part of its Security Assets or any interest in them or agree to do so.

(b) The Acceding Chargor undertakes to the Bank that, save as expressly permitted by the Bank in writing, it will not:

- (i) create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, the floating charges created by this Accession Deed and the Debenture and Cross Guarantee); or
- (ii) sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

8

The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to paragraphs (b) to (d) of Clause 4 (*Charges*) above. It shall be implied in respect of paragraphs (b) to (d) of Clause 4 (*Charges*) above that the Acceding Chargor is disposing of the Security Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

9

The Acceding Chargor is the legal and beneficial owner of, and has good and marketable title to, its Security Assets, in each case, free from security (other than that created by or pursuant to this Accession Deed) and restrictions and onerous covenants.

10

- (a) The Acceding Chargor shall, on the date of this Accession Deed deliver (or procure delivery) to the Bank of, and the Bank shall be entitled to hold and retain during the Security Period, all deeds, certificates and other documents of title relating to the property charged pursuant to this Accession Deed (including any lease or licences relating to it) where originals thereof are not required to be registered.
- (b) The Acceding Chargor shall, at any time as required by the Bank, execute and deliver to the Bank any documents and transfers to constitute or perfect an equitable or legal charge or a pledge (at the Bank's option) over any Securities, including uncertificated Securities within any clearing, transfer, settlement and/or depository system, and give any instructions and take any actions the Bank may require to achieve this.
- (c) The Acceding Chargor shall, if requested by the Bank, execute all such documents and do all acts that the Bank may reasonably require to record the interest of the Bank in any registers relating to any registered Intellectual Property Rights.
- (d) The Acceding Chargor undertakes to make or procure that there is made a due application to the Land Registry in respect of any Land that is registered land (with the Acceding Chargor's consent as proprietor of the relevant registered estate):
- (i) to enter a restriction in the following terms on the relevant register of title:
- "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge in the accession deed dated [*
-] in favour of Barclays Bank PLC as referred to in the charges register or their conveyancer"; and*
- (ii) to enter an obligation to make further advances on the relevant register of title.

- (e) The Acceding Chargor certifies to the Land Registry that the Security Interest created under or pursuant to this Accession Deed does not contravene any of the provisions of the memorandum or articles of association or other constitutive documents of the Acceding Chargor.
- (f) The Acceding Chargor shall, if requested by the Bank, execute and deliver to the provider of any Insurance Contracts such notices and other documents as the Bank may reasonably require in relation to the assignment by way of security.
- (g) The Acceding Chargor undertakes not to amend, vary or waive the terms and conditions relating to any Insurance Contract without the prior written consent of the Bank.

11 CONTINUING SECURITY

The security constituted by this Accession Deed shall be continuing, is made for securing further advances and will extend to the ultimate balance of the Secured Obligations, regardless of: (i) any intermediate payment or discharge in whole or in part; and (ii) any amendment, variation, restatement, assignment, replacement, refinancing, novation or departure (however substantial or material) of, to or from any document constituting any Secured Obligations.

12 COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original. All such counterparts will together constitute one instrument.

13 GOVERNING LAW AND JURISDICTION

Clause 31 (*Governing law and jurisdiction*) of the Debenture and Cross Guarantee shall be incorporated in this Accession Deed as if set out in full in this Accession Deed but so that references in that Clause to "this Deed" shall be construed as references to this Accession Deed.

14 [SERVICE OF PROCESS

- (a) The Civil Procedure Rules regarding service and deemed service will not apply to any letter or other communication notifying a claim or serving legal proceedings under or in connection with the Debenture and Cross Guarantee or this Accession Deed, which shall instead be served in accordance with Clause 29 (*Notices, Communications and Demands*) of the Debenture and Cross Guarantee and/or this Clause 14.
- (b) Without prejudice to any other mode of service allowed under the Debenture and Cross Guarantee or this Accession Deed, the Acceding Chargor:
 - (i) irrevocably appoints [name process agent] (the **Process Agent**) as its agent for service of process in relation to any proceedings before the English courts in connection with the

Debenture and Cross Guarantee and this Accession Deed [and the Acceding Chargor confirms that the Process Agent has accepted such appointment]¹; and

- (ii) agrees that failure by an agent for service of process to notify the Acceding Chargor of the process will not invalidate the proceedings concerned.
- (c) If the Process Agent is unable for any reason to act as agent for service of process, the Acceding Chargor must immediately (and in any event within 7 days of such event taking place) appoint another agent on terms acceptable to the Bank. Failing this, the Bank may appoint another agent for this purpose.
- (d) The Acceding Chargor expressly agrees and consents to the provisions of this Clause 14.
- (e) [The Process Agent, by its execution of this Accession Deed, confirms its appointment as agent for service of process in relation to any proceedings before the English courts in connection with this Accession Deed.]²³

You are strongly recommended to seek independent legal advice before signing.

This Accession Deed has been executed as a deed by the Acceding Chargor and the Agent and signed by the Bank and is delivered on the date stated at the beginning of this Accession Deed.

*[***Execution blocks for Barclays Bank PLC, the Agent, the Acceding Chargor [and the Process Agent]⁴ to be inserted***]*

¹ Wording in square brackets to be inserted if the Process Agent will not sign this Accession Deed.

² Wording in square brackets to be inserted if the Process Agent will sign this Accession Deed.

³ To be inserted if the Acceding Chargor is incorporated in a jurisdiction other than England and Wales.

⁴ Signature block for Process Agent to be included if (i) the Acceding Chargor is incorporated in a jurisdiction other than England and Wales and (ii) the Process Agent will countersign the Accession Deed.

SCHEDULE 3 - WAIVER OF DEFENCES AND DEFERRAL OF RIGHTS

1 Construction

The Chargor acknowledges and agrees that the guarantee constituted by this Deed shall be deemed to be granted by each Chargor to the Bank as the sole beneficiary.

2 Continuing Guarantee and Continuing Security

- (a) The liability of each Chargor shall not be discharged or impaired in any way (i) by reason of the invalidity, avoidability, voidability or unenforceability as regards any other of those persons or entities to this Deed or (ii) by the Bank releasing, discharging, compounding with or varying the liability hereunder of, or making any other arrangement with, any other of those persons or entities or (iii) any change in the constitution of any other of those persons or entities.
- (b) The security and guarantee constituted by this Deed shall be a continuing security and a continuing guarantee and shall extend to the ultimate balance of the Secured Obligations and to the performance in full of any and all obligations secured and guaranteed under this Deed, regardless of any intermediate payment or discharge in whole or in part.
- (c) If this Deed ceases to continue in force, the Bank may open a new account, or continue any existing account, for each Chargor and the liability of that Chargor in respect of the Secured Obligations at the date on which this Deed ceases shall remain regardless of any payments in or out of any such account.
- (d) If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any Security for those obligations or otherwise) is made by the Bank in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, bankruptcy, liquidation, administration or analogous procedure or otherwise, without limitation, then the liability of each Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

3 Immediate Recourse

Each Chargor waives any right it may have of first requiring the Bank to proceed against or enforce any other rights or security or claim payment from any person (including any other Chargor) before claiming from a Chargor under the guarantee constituted by this Deed. The waiver applies irrespective of any law or any provision to the contrary.

4 Discharge and release

- (a) The security and guarantee constituted by this Deed may be discontinued and the liability under it crystallised at the expiration of three months after receipt by the Bank from a Chargor of notice in writing to discontinue it (such period being the

Notice Period). The amounts payable on crystallisation (the **Crystallisation Amount**) will include:

- (i) all commitments of a Chargor that may become actual liabilities in the future;
 - (ii) all liabilities of a Chargor incurred during the Notice Period; and
 - (iii) any interest, fees and other charges which any Chargor owes the Bank at the end of the Notice Period but which are not actually charged to any Chargors' account until later.
- (b) Following payment of the Crystallisation Amount in full by the Chargor serving a discontinuance notice in accordance with paragraph 4(a) of this Schedule 3 (the **Retiring Chargor**):
- (i) the Retiring Chargor shall be released by each other Chargor (together, the **Continuing Chargors**) from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any Continuing Chargor arising by reason of the performance by any Continuing Chargor of its obligations under this Deed;
 - (ii) each Continuing Chargor waives any rights it may have by reason of the performance of its obligations under this Deed to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Bank or of any security taken pursuant to or in connection with this Deed or any Secured Liability, where such rights or security are granted by or in relation to the assets of the Retiring Chargor; and
 - (iii) the discontinuance of the Retiring Chargor's obligations under this Deed pursuant to Clause 4(a) of this Schedule 3 does not affect the obligations of the remaining Chargors under the guarantee constituted by this Deed.
- (c) If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any Security for those obligations or otherwise) is made by the Bank in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or analogous procedure or otherwise, without limitation, then the liability of any Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

5 **Waiver of Defences**

- (a) None of the liabilities or obligations of any Chargor under the security and guarantee constituted by this Deed shall be impaired by the Bank:
- (i) agreeing any amendment, variation, restatement, assignment, replacement, refinancing, novation or departure (however substantial or material) of, to

or from any document so that any such amendment, variation, restatement, assignment, replacement, refinancing, novation or departure (including any which may have been made before the signing of this Deed) shall, whatever its nature, be binding upon each Chargor in all circumstances, notwithstanding that it may increase or otherwise affect the liability of any Chargor;

- (ii) releasing or granting any time or any indulgence of any (including, without limitation, the waiver of any preconditions for drawing under, or of any breach of, any document), or entering into any transaction or arrangements whatsoever with or in relation to any Chargor and/or any third party;
 - (iii) taking, accepting, varying, dealing with, enforcing, abstaining from enforcing, surrendering or releasing any security, right of recourse, set off or combination or other right or interest held by the Bank for the Secured Obligations and any other obligations secured and guaranteed under this Deed in such manner as the Bank thinks fit;
 - (iv) claiming, proving for, accepting or transferring any payment in respect of the Secured Obligations and any other obligations secured and guaranteed under this Deed in any composition by, or winding up of, any principal obligor and/or any third party or abstaining from so claiming, proving for, accepting or transferring; or
 - (v) amalgamating with any other company or person whether the new company thus formed shall or shall not differ in its name, objects, character and constitution from the Bank, it being the intent that this Deed shall remain valid and effectual in all respects and for all purposes in favour of and with reference to any such new company when formed, and may be proceeded on and enforced in the same manner to all intents and purposes as if such new company had been expressly named in and referred to herein instead of the Bank.
- (b) Each Chargor expressly confirms that it intends that the security and guarantee constituted by this Deed shall extend from time to time to any (however fundamental) variation, renewal, replacement, refinancing, increase, extension or addition of or to any of documents and/or any facility or amount made available under any of the documents including, without limitation, any variation or extension of the purposes for which any facility or amount might be made available from time to time and any fees, costs and/or expenses associated with the foregoing.

6 No deductions

All amounts payable under the security and guarantee constituted by this Deed shall be made in full without any deduction or withholding whatsoever (whether in respect of set off, counterclaim, duties, taxes, charges or otherwise) unless such deduction or withholding is required by law, in which event the relevant Chargor shall pay the Bank an additional amount

so that the net amount received by the Bank will equal the full amount which the Bank would have received had no such deduction or withholding been made.

7 Preservation of the rights of the Beneficiary

- (a) The security and guarantee constituted by this Deed is to be in addition to and is not to prejudice or be prejudiced by any other guarantee or security (including any other guarantee or security signed by a Chargor which the Bank may hold now or in the future). Each Chargor will remain liable under the security and guarantee constituted by this Deed whether or not any other guarantee or security is valid and enforceable or continues in force.
- (b) If the Bank receives any payment or security from a Chargor or any other person and the Bank is later ordered under insolvency laws to restore the position to what it would have been had it not received that payment or security, each Chargor will be liable as if the Bank had never received the payment or security.

8 Suspense account

The Bank may at any time and for such time as it thinks fit place and keep any amounts received, recovered or realised under the security and guarantee constituted by this Deed or under such other guarantee or security, to the credit of an account of a Chargor or of such other person (if any) as the Bank thinks fit (without liability to pay interest thereon), and the Bank is not obliged to apply any amount so received in or towards the discharge of the Secured Obligations.

9 Deferral of Rights

- (a) Until the end of the Security Period, a Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed:
 - (i) to be indemnified by a Chargor or in respect of any other person;
 - (ii) to claim any contribution from any guarantor or other person in respect of the Secured Obligations;
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Bank under any document or of any guarantee or Security taken pursuant to, or in connection with, the Secured Obligations by the Bank;
 - (iv) to bring legal or other proceedings for an order requiring a Chargor or any other person to make any payment, or perform any obligation, in respect of which a Chargor or any other person has given a guarantee, undertaking or indemnity;
 - (v) to exercise any right of set-off against any Chargor or any other person; and/or

- (vi) to claim or prove as a creditor of any Chargor or other person in competition with the Bank.
- (b) If a Chargor receives any benefit, payment or distribution in relation to such rights, it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Bank by the Chargors to be repaid in full on trust for the Bank and shall promptly pay or transfer the same to the Bank or as the Bank may direct for application.

SCHEDULE 4 - FORM OF NOTICE OF SECURITY TO ACCOUNT BANK

To: *Account Bank/other financial institution*

Date: []

Dear Sirs,

We give you notice that, by a debenture and cross guarantee dated [•] (***Debenture and Cross Guarantee***) we have assigned to Barclays Bank PLC (the ***Bank***) all of our rights, title and interest in and to the accounts listed below maintained with your [*Account Bank/other financial institution*] (including any renewal, redesignation, replacement, subdivision or subaccount of such accounts) and the debt or debts represented thereby:

Account Name: [•]

Sort Code: [•]

Account No.: [•]

[*repeat list as necessary*]

(the ***Accounts***)

We irrevocably instruct and authorise you to disclose to the Bank without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to the Accounts maintained with you from time to time as the Bank may request you to disclose to it.

With effect from the date of your receipt of this notice:

- (a) any existing payment instructions affecting the above Accounts are to be terminated and all payments and communications in respect of the Accounts should be made to the Bank or to its order (with a copy to us); and
- (b) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Accounts belong to the Bank.

This letter and all non-contractual obligations arising out of or in connection with it are governed by, and will be construed in accordance with, the laws of England and Wales.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Bank at [•] marked for the attention of [•].

Yours faithfully

[Please note that this notice is only to be completed if: (i) it has been agreed that you are providing security over an account held with another bank or financial institution; or (ii) upon request by the Bank.]

:

for and on behalf of

[Enter Chargor Name]

(Repeat additional signature blocks as required)

**Form of Acknowledgement of Notice
of Assignment by Account Bank**

To: Barclays Bank PLC (the **Bank**)

Date: [•]

Dear Sirs

We confirm receipt from [Enter Chargors Names] (the **Assignors**) of a notice dated [•] of an assignment upon the terms of a Debenture and Cross Guarantee dated [•] of all of each Assignor's right, title and interest in and to, and all monies (including interest) from time to time standing to the credit of the following accounts which are maintained with us and the debt or debts represented thereby:

[List relevant accounts here]

(the **Accounts**).

We confirm that the balance standing to the Accounts at today's date is [•], no fees or periodic charges are payable in respect of the Accounts and there are no restrictions on (a) the payment of the credit balance on the Accounts (except, in the case of a time deposit, the expiry of the relevant period) or (b) the creation of Security over the Accounts in favour of the Bank or any third party.

We unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts and security in respect of any Accounts and similar rights (however described) which we may have now or in the future in respect of each of the Accounts or the balance thereon to the extent that such rights relate to amounts owed to us by the Assignors.

We confirm that we have not received notice of the interest of any third party in any of the Accounts and will not, without the Bank's prior written consent, amend or vary any rights attaching to the Accounts.

We will act only in accordance with the instructions given by persons authorised by the Bank and we shall send all statements and other notices given by us relating to the Accounts to the Bank.

This letter and all non-contractual obligations arising out of or in connection with it are to be governed by, and will be construed in accordance with, English law.

Yours faithfully,

.....

for and on behalf of

[Account Bank/other financial institution]

SCHEDULE 5 – SPECIFIED SECURITIES

Name of Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Joules Group Plc	The Garden Trading Company Limited	Ordinary Shares	335 of £1.00 each
	Joules Investments Holdings Limited	Ordinary Shares	483,388,087 of £0.01 each
Joules Limited	Joules Developments Limited	Ordinary Shares	100 of £1.00 each
	Joules Property Limited	Ordinary Shares	100 of £1.00 each
Joules Investments Holdings Limited	Joules Limited	A Ordinary Shares	4,139 of £1.00 each
	Joules Limited	B Ordinary Shares	9,633 of £1.00 each
	Joules Limited	Ordinary Shares	120,501 of £1.00 each

SCHEDULE 6 – BANK ACCOUNTS

Bank	Currency	Date opened		Entity	Sort code	Account number	Swift	IBAN
Barclays - Main	GBP	Nov-13	Joules limited	GB03	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Barclays	GBP	Nov-13	Joules limited	GB03	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Barclays	GBP	Nov-13	Joules limited	GB03	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Barclays	GBP	Nov-13	Joules limited	GB03	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Barclays	GBP	Nov-13	Joules limited	GB03	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Barclays	USD	Nov-13	Joules limited	GB03	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Barclays	EUR	Nov-13	Joules limited	GB03	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Barclays	EUR	Nov-13	Joules limited	GB03	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Barclays	EUR	Nov-13	Joules limited	GB03	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Barclays	EUR	Nov-13	Joules limited	GB03	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Barclays	EUR	Feb-14	Joules limited	GB03
Barclays	GBP	Nov-13	Joules limited	GB03
Barclays	GBP	Nov-13	Joules limited	GB03
Barclays	GBP	May-16	Joules Group	GB01
Barclays	GBP	Nov-13	Joules holdings	GB02
Barclays	GBP	Mar-19	Joules Development	GB04
Barclays	GBP	Mar-19	Joules Property	GB05
Barclays	EUR	Acquired 08/02/21	Garden Trading	
Barclays	USD	Acquired 08/02/21	Garden Trading	
Barclays - Main	GBP	Acquired 08/02/21	Garden Trading	
Barclays	GBP	Acquired 08/02/21	Garden Trading	

SCHEDULE 7 - INTELLECTUAL PROPERTY RIGHTS

Case Ref.	Mark	Country	Local Class(es)	Case Status	Date Filed	Application No.	Registration Date	Registration No.	Next Renewal Date	Chargor
United Kingdom										
T58907GB	GARDEN TRADING	United Kingdom	11,20,21,35	Registered	07/12/2017	UK00917571548	18/04/2018	UK00917571548	07/12/2027	The Garden Trading Company Limited
T58906GB	GARDEN TRADING (stylised)	United Kingdom	11,20,21	Registered	20/11/2012	UK00002642749	29/03/2013	UK00002642749	20/11/2022	The Garden Trading Company Limited
T30903GB	BABY JOULE	United Kingdom	18,25,28	Registered	21/09/2012	UK00911208063	30/01/2013	UK00911208063	21/09/2022	Joules Limited
T32523GB	BABY JOULE	United Kingdom	20,24,35	Registered	05/06/2013	UK00911875481	12/11/2013	UK00911875481	05/06/2023	Joules Limited
T28599GB	CROWN JOULES	United Kingdom	25	Registered	22/09/2011	2595339	16/03/2012	2595339	22/09/2031	Joules Limited
T32557GB	CROWN JOULES	United Kingdom	25	Registered	11/06/2013	UK00911891091	06/11/2015	UK00911891091	11/06/2023	Joules Limited
T39767GB	CRUMPET	United Kingdom	20,24,25	Registered	22/02/2006	UK00904917324	27/03/2007	UK00904917324	22/02/2026	Joules Limited
T51581GB	Double Hare device	United Kingdom	35	Registered	23/07/2019	UK00003415979	22/11/2019	UK00003415979	23/07/2029	Joules Limited
T51581GBA	Double Hare device	United Kingdom	35	Registered	12/12/2019	UK00918165419	22/05/2020	UK00918165419	12/12/2029	Joules Limited
T30908GB	EAT FEET	United Kingdom	25	Registered	21/09/2012	2635693	04/01/2013	2635693	21/09/2022	Joules Limited
T30908GBA	EAT FEET	United Kingdom	25	Registered	02/09/2016	UK00801316995	05/04/2017	UK00801316995	02/09/2026	Joules Limited
T52211GBA	ESTABLISHED IN THE FIELDS OF GREAT BRITAIN	United Kingdom	18,25,35	Registered	27/01/2020	UK00801532187	08/10/2020	UK00801532187	27/01/2030	Joules Limited
T52211GB	ESTABLISHED IN THE FIELDS OF GREAT BRITAIN	United Kingdom	18,25,35	Registered	23/09/2019	UK00003430780	17/01/2020	UK00003430780	23/09/2029	Joules Limited
T49314GB	Formalwear hare logo	United Kingdom	14,18,25	Registered	23/10/2018	UK00917972424	01/05/2019	UK00917972424	23/10/2028	Joules Limited
T50139GBA	FRIENDS OF JOULES	United Kingdom	35	Registered	12/02/2019	UK00003374773	03/05/2019	UK00003374773	12/02/2029	Joules Limited
T51582GB	FRIENDS of Joules & device	United Kingdom	35	Registered	23/07/2019	UK00003415976	29/11/2019	UK00003415976	23/07/2029	Joules Limited
T31164GB	FROM SHIRE TO SHORE	United Kingdom	25	Registered	23/10/2012	2639336	25/01/2013	2639336	23/10/2022	Joules Limited
T40369GBA	GALLEY GRADE & Anchor device	United Kingdom	21,24,25	Registered	03/11/2016	UK00811318265	19/04/2017	UK00811318265	03/11/2026	Joules Limited
T40369GB	GALLEY GRADE Anchor device	United Kingdom	21,24,25	Registered	03/06/2016	UK00003167899	04/11/2016	UK00003167899	03/06/2026	Joules Limited
T30171GB	Hare & Joules stylised logo	United Kingdom	18,25,35	Registered	01/06/2012	2623351	07/12/2012	2623351	01/06/2032	Joules Limited
T22206GB	Hare logo	United Kingdom	18,25,35	Registered	03/02/2009	2507813	04/09/2009	2507813	03/02/2029	Joules Limited
T22206GB09	Hare logo	United Kingdom	09	Registered	12/11/2015	UK00003135915	05/02/2016	UK00003135915	12/11/2025	Joules Limited
T22206GBA	Hare logo	United Kingdom	09	Registered	12/04/2016	UK00915329485	04/08/2016	UK00915329485	12/04/2026	Joules Limited
T22206GBBA	Hare logo	United Kingdom	14	Registered	08/01/2014	UK00912485306	16/06/2014	UK00912485306	08/01/2024	Joules Limited
T30199GB	Hare logo	United Kingdom	03,16,20,21,24,35	Registered	08/06/2012	2623621	07/12/2012	2623621	08/06/2032	Joules Limited
T30199GBA	Hare logo	United Kingdom	03,16,18,20,21,24,25,35	Registered	14/06/2012	UK00801155703	27/02/2014	UK00801155703	14/06/2032	Joules Limited
T34001GB	HIBERNATE	United Kingdom	25	Registered	12/06/2003	UK00912827010	08/10/2004	UK00912827010	12/06/2023	Joules Limited
T34094GB	HIBERNATE	United Kingdom	25	Registered	12/02/2014	UK00003042126	13/06/2014	UK00003042126	12/02/2024	Joules Limited

Case Ref.	Mark	Country	Local Class(es)	Case Status	Date Filed	Application No.	Registration Date	Registration No.	Next Renewal Date	Charger
T67436GB	j device (series of 2)	United Kingdom	18,25,36,37,39,41,45	Registered	29/11/2021	UK00003726981	25/03/2022	UK00003726981	29/11/2031	Joules Limited
T13150GB	JOULES	United Kingdom	18,25,35	Registered	08/12/2004	2379939	18/11/2005	2379939	08/12/2024	Joules Limited
T13150GBA	JOULES	United Kingdom	18,25,35	Registered	06/12/2005	UK00800876494	21/06/2013	UK00800876494	06/12/2025	Joules Limited
T23466GB	JOULES	United Kingdom	08,20,21,28,29	Registered	17/09/2009	UK00908557399	07/02/2012	UK00908557399	17/09/2029	Joules Limited
T23468GB	JOULES	United Kingdom	03,09,14,24	Registered	17/09/2009	2525463	19/03/2010	2525463	17/09/2029	Joules Limited
T23468GBA	JOULES	United Kingdom	14	Registered	20/10/2016	UK00801325581	31/05/2017	UK00801325581	20/10/2026	Joules Limited
T30198GB	JOULES	United Kingdom	16,20,21	Registered	08/06/2012	2623623	30/11/2012	2623623	08/06/2032	Joules Limited
T30198GBA	JOULES	United Kingdom	03,16,20,21,24	Registered	14/06/2012	UK00801159897	01/04/2014	UK00801159897	14/06/2032	Joules Limited
T32917GB	JOULES	United Kingdom	09	Registered	06/08/2013	UK00912046512	04/01/2014	UK00912046512	06/08/2023	Joules Limited
T33823GB	JOULES	United Kingdom	09,16,24,27	Registered	18/12/2013	UK00003035464	09/05/2014	UK00003035464	18/12/2023	Joules Limited
T33823GBA	JOULES	United Kingdom	16,24,27	Registered	18/12/2013	UK00801227913	23/10/2015	UK00801227913	18/12/2023	Joules Limited
T39263GB	JOULES	United Kingdom	05,24,25,28	Registered	14/01/2016	UK00915002322	19/07/2016	UK00915002322	14/01/2026	Joules Limited
T48862GB	JOULES	United Kingdom	03,18,20,21,24,27,28	Registered	21/09/2018	UK00917960042	30/01/2019	UK00917960042	21/09/2028	Joules Limited
T49142GB	JOULES	United Kingdom	09	Registered	02/10/2018	UK00003342676	18/01/2019	UK00003342676	02/10/2028	Joules Limited
T49142GBA	JOULES	United Kingdom	09	Registered	02/10/2018	UK00801437728	13/05/2019	UK00801437728	02/10/2028	Joules Limited
T52219GB	JOULES	United Kingdom	12,18,20,24,28	Registered	24/09/2019	UK00003430956	24/01/2020	UK00003430956	24/09/2029	Joules Limited
T54892GB	JOULES	United Kingdom	23,26	Registered	16/07/2020	UK00003512804	23/10/2020	UK00003512804	16/07/2030	Joules Limited
T67608GB	JOULES	United Kingdom	01,02,16,24,27	Registered	14/12/2021	UK00003732700	15/04/2022	UK00003732700	14/12/2031	Joules Limited
T67689GB	JOULES	United Kingdom	11	Registered	20/12/2021	UK00003735013	22/04/2022	UK00003735013	20/12/2031	Joules Limited
T22206GBB	JOULES & Hare logo	United Kingdom	14	Registered	31/07/2013	UK00003016167	29/11/2013	UK00003016167	31/07/2023	Joules Limited
T30169GBB	JOULES & Running Hare Logo	United Kingdom	14	Registered	31/07/2013	UK00003016169	06/12/2013	UK00003016169	31/07/2023	Joules Limited
T49640GB	JOULES (Arabic translation)	United Kingdom	18,25,35	Registered	29/11/2018	UK00003357369	15/03/2019	UK00003357369	29/11/2028	Joules Limited
T19740GB	JOULES (Stylised) Series of 2	United Kingdom	18,25	Registered	21/08/1996	2108192C	30/01/1998	2108192C	21/08/2026	Joules Limited
T56072GB	JOULES FOUNDATION (series of 2)	United Kingdom	18,25,36,37,39,41,45	Registered	27/11/2020	UK00003561275	07/05/2021	UK00003561275	27/11/2030	Joules Limited
T40368GB	JOULES HOME TRIED & TRUSTED & GALLEY GRADE Anchor device	United Kingdom	21,24,25	Registered	03/06/2016	UK00003167895	16/09/2016	UK00003167895	03/06/2026	Joules Limited
T33032GB	JOULES RAINING CHAMPIONS	United Kingdom	18,22,25	Registered	27/11/2013	UK00912348553	24/04/2014	UK00912348553	27/11/2023	Joules Limited
T25295GBA	Joules signature	United Kingdom	03,04,06,09,14,16,18,20,21,24,25,26,27,03,08,09,14,16,20,21,24,25,26,27	Registered	14/12/2015	UK00914902787	24/06/2016	UK00914902787	14/12/2025	Joules Limited
T25295GB	JOULES Signature (series of 2)	United Kingdom	03,04,06,09,14,16,18,20,21,24,25,26,27,03,08,09,14,16,20,21,24,25,26,27	Registered	24/06/2010	2551279	24/09/2010	2551279	24/06/2030	Joules Limited
T32114GB	KNICK KNACKS	United Kingdom	25	Registered	19/03/2013	UK00911667912	14/08/2013	UK00911667912	19/03/2023	Joules Limited
T30904GB	LITTLE JOULE	United Kingdom	18,25,28	Registered	21/09/2012	UK00911208055	30/01/2013	UK00911208055	21/09/2022	Joules Limited
T32524GB	LITTLE JOULE	United Kingdom	09,24,35	Registered	05/06/2013	UK00911875523	12/11/2013	UK00911875523	05/06/2023	Joules Limited
T53368GB	LITTLE JOULE	United Kingdom	12,18,20,24,28	Registered	22/09/2021	UK00003699159	18/02/2022	UK00003699159	22/09/2031	Joules Limited
T46462GB	Lowered Ears Hare Logo	United Kingdom	03,04,06,09,14,16,18,20,21,24,25,26,27	Registered	29/11/2017	UK00003274036	13/07/2018	UK00003274036	29/11/2027	Joules Limited
T46462GBA	Lowered Ears Hare Logo	United Kingdom	18,25,25	Registered	19/09/2018	UK00811399863	19/03/2019	UK00811399863	19/09/2028	Joules Limited
T48861GB	Lowered Ears Hare Logo	United Kingdom	03,18,20,21,24,27,28	Registered	21/09/2018	UK00917960282	30/01/2019	UK00917960282	21/09/2028	Joules Limited
T49900GB	Lowered ears hare logo	United Kingdom	09,14	Registered	09/01/2019	UK00918007660	06/06/2019	UK00918007660	09/01/2029	Joules Limited
T53369GB	Lowered Ears Hare Logo	United Kingdom	12,18,20,24,28	Registered	27/01/2020	UK00918188140	22/05/2020	UK00918188140	27/01/2030	Joules Limited
T54893GB	Lowered Ears Hare Logo	United Kingdom	23,26	Registered	16/07/2020	UK00003512819	23/10/2020	UK00003512819	16/07/2030	Joules Limited

Case Ref.	Mark	Country	Local Class(es)	Case Status	Date Filed	Application No.	Registration Date	Registration No.	Next Renewal Date	Charger
T29419GB	MARINERS GRADE	United Kingdom	18,25	Registered (allow to lapse)	03/02/2012	UK00910615243	28/11/2015	UK00910615243	03/02/2032	Joules Limited
T33230GB	MEGA JOULES	United Kingdom	03,18,25	Registered	19/09/2013	UK00912156171	12/02/2014	UK00912156171	19/09/2023	Joules Limited
T49358GBA	Mountain Coordinate Logo	United Kingdom	18,25	Registered	05/11/2018	UK00801447970	12/07/2019	UK00801447970	05/11/2028	Joules Limited
T49358GB	Mountain Coordinate Logo	United Kingdom	18,25	Registered	29/10/2018	UK00003349136	06/02/2019	UK00003349136	29/10/2028	Joules Limited
T41041GB	NEAT FEET	United Kingdom	25	Registered	02/09/2016	UK00915801855	17/01/2017	UK00915801855	02/09/2026	Joules Limited
T52354GB	OUTWIT THE WEATHER	United Kingdom	18,25,25	Registered	14/11/2019	UK00003444232	07/02/2020	UK00003444232	14/11/2029	Joules Limited
T30503GB	POOLER	United Kingdom	25	Registered (allow to lapse)	11/07/2012	2627902	12/10/2012	2627902	11/07/2022	Joules Limited
T33031GB	RAINING CHAMPIONS	United Kingdom	18,22,25	Registered	02/09/2013	UK00003037640	09/05/2014	UK00003037640	02/09/2023	Joules Limited
T34100GB	RIGHT AS RAIN	United Kingdom	18,22,25	Registered	13/02/2014	UK00003042325	13/06/2014	UK00003042325	13/02/2024	Joules Limited
T34100GBA	RIGHT AS RAIN	United Kingdom	25	Registered	03/10/2016	UK00801320081	26/04/2017	UK00801320081	03/10/2026	Joules Limited
T50652GB	RIGHT AS RAIN	United Kingdom	18	Registered	04/04/2019	UK00801467066	22/10/2019	UK00801467066	04/04/2029	Joules Limited
T30169GB	Running Hare logo	United Kingdom	18,25,35	Registered	01/06/2012	2623350	26/12/2014	UK00002623350	01/06/2032	Joules Limited
T30169GBA	Running Hare logo	United Kingdom	03,16,18,20,21,24,25,35	Registered	13/12/2012	UK00911424827	03/12/2015	UK00911424827	13/12/2022	Joules Limited
T30169GBBA	Running Hare logo	United Kingdom	14	Registered	08/01/2014	UK00912485272	16/06/2014	UK00912485272	08/01/2024	Joules Limited
T12559GB	Simon Charles (stylised)	United Kingdom	18,25	Registered	21/06/2004	2366338	21/01/2005	2366338	21/06/2024	Joules Limited
T29420GB	SOK FOR A FOX	United Kingdom	18,25	Registered (allow to lapse)	03/02/2012	UK00910615391	14/06/2012	UK00910615391	03/02/2032	Joules Limited
T34002GB	Tea & Crumpets	United Kingdom	25	Registered	24/01/2014	UK00912532867	06/06/2014	UK00912532867	24/01/2024	Joules Limited
T52314GB	The Field Good Factor	United Kingdom	16,18,25,35	Registered	03/10/2019	UK00003433699	27/12/2019	UK00003433699	03/10/2029	Joules Limited
T17845GB	TOM JOULE	United Kingdom	18,25,35	Registered	25/04/2007	UK00905858329	08/05/2008	UK00905858329	25/04/2027	Joules Limited
T23467GB	TOM JOULE	United Kingdom	03,06,09,14,20,21,24,28,29,30	Registered	17/09/2009	UK00908557332	22/03/2010	UK00908557332	17/09/2029	Joules Limited
T49472GB	TOM JOULE Arabic translations	United Kingdom	18,25,35	Registered	09/11/2018	UK00003352326	29/03/2019	UK00003352326	09/11/2028	Joules Limited
T33722GB	WARM WELCOME	United Kingdom	25	Registered	03/10/2016	UK00003189074	30/12/2016	UK00003189074	03/10/2026	Joules Limited
T33722GBA	WARM WELCOME	United Kingdom	25	Registered	06/12/2013	UK00912406971	06/05/2014	UK00912406971	06/12/2023	Joules Limited
T21187GB	WELLBOB	United Kingdom	25	Registered	23/07/2008	2493513	12/12/2008	2493513	23/07/2028	Joules Limited
T21187GBA	WELLBOB	United Kingdom	25	Registered	21/01/2009	UK00800992766	21/01/2009	UK00800992766	21/01/2029	Joules Limited
Rest of World										
T30908WO/US	EAT FEET	United States of America	25	Registered	02/09/2016	1316995 (791915767)	09/05/2017	1316995 (5197864)	Same as WO	Joules Limited
T40369WO/US	GALLEY GRADE & Anchor device	United States of America	21,24,25	Registered	23/06/2016	1318265 (791958401)	23/05/2017	1318265 (5206952)	Same as WO	Joules Limited
T22206US09	Hare logo	United States of America	09	Registered (allow to lapse)	18/11/2015	86/924945	09/08/2016	501.6521	09/08/2026	Joules Limited
T13150WO/US	JOULES	United States of America	18,25,35	Registered	06/12/2005	79/020768	13/10/2009	876494 (3690221)	Same as WO	Joules Limited
T23468WO/US	JOULES	United States of America	14	Registered	20/10/2016	1325581 (791991201)	15/08/2017	1325581 (5263063)	Same as WO	Joules Limited
T30198WO/US	JOULES	United States of America	03,16,20,21,24	Registered	14/06/2012	1159897 (791999991)	19/11/2013	1159897 (4434532)	Same as WO	Joules Limited
T33823WO/US	JOULES	United States of America	09,16,24,27	Registered	18/12/2013	1227913	03/05/2016	1227913 (4948430)	Same as WO	Joules Limited
T33823WO/US	JOULES	United States of America	09,16,24,27	Registered	18/12/2013	79157044	03/05/2016	1227913 (4948430)	Same as WO	Joules Limited
T39263WO/US	JOULES	United States of America	05,25	Registered	29/02/2016	1308866 (79191664)	24/09/2019	1308866 (5864598)	Same as WO	Joules Limited
T49142WO/US	JOULES	United States of America	09	Registered	02/10/2018	1437728 (792469991)	17/12/2019	1437728 (5934582)	Same as WO	Joules Limited
T52011US	JOULES	United States of America	09	Application Published	04/09/2019	88/604165				Joules Limited
T52294US	JOULES	United States of America	03,02,16,18,20,21,24,25,27,28,35	Application Published	01/10/2019	88638198				Joules Limited

Case Ref.	Mark	Country	Local Class(es)	Case Status	Date Filed	Application No.	Registration Date	Registration No.	Next Renewal Date	Charger
T67608WO/US	JOULES	United States of America	01,02,16,24,27	Application Filed	14/06/2022				Same as WO	Joules Limited
T25295WO/US	Joules Signature	United States of America	18,25,35	Registered	13/10/2015	1106781 (79175860)	24/09/2019	1106781 (5864593)	Same as WO	Joules Limited
T32114WO/US	KNICK KNACKS	United States of America	25	Registered	16/11/2016		01/08/2017	1178685 (5253336)	Same as WO	Joules Limited
T55330US	LITTLE JOULE	United States of America	03,09,12,15,18,20,21,24,25,27,28,35	Application Published	17/09/2020	90199169				Joules Limited
T46462WO/USA	Lowered Ears Hare Logo	United States of America	03,16,18,20,21,24,25,25	Registered	01/12/2017	1399863 (7921723)	18/12/2018	1399863 (5630128)	Same as WO	Joules Limited
T49961WO/US	Lowered Ears Hare Logo	United States of America	03,09,14,18,19,20,21,24,25,27,28	Registered	17/01/2019	1515159 (7927901)	16/03/2021	1515159 (6291540)	Same as WO	Joules Limited
T49358WO/US	Mountain Coordinate Logo	United States of America	18,25	Registered	05/11/2018	1447970 (7925117)	30/07/2019	1447970 (5816232)	Same as WO	Joules Limited
T34100US	RIGHT AS RAIN	United States of America	18,22,25	Registered	13/02/2014	86192860	01/12/2015	4861773	01/12/2025	Joules Limited
T33722US	WARM WELCOME	United States of America	25	Registered	18/12/2013	86146852	16/09/2014	4604628	16/09/2024	Joules Limited
T21187WO/US	WELLBOB	United States of America	25	Registered	21/01/2009	79/085135	17/11/2009	992766 (3712392)	Same as WO	Joules Limited
T30199AE18	Hare Logo	United Arab Emirates	18	Registered	07/10/2014	219138	11/11/2015	219138	07/10/2024	Joules Limited
T30199AE25	Hare Logo	United Arab Emirates	25	Registered	07/10/2014	219139	11/11/2015	219139	07/10/2024	Joules Limited
T30199AE35	Hare Logo	United Arab Emirates	35	Registered	07/10/2014	219140	11/11/2015	219140	07/10/2024	Joules Limited
T13150AE18	JOULES	United Arab Emirates	18	Registered	30/04/2007	93964	28/06/2017	093964	30/04/2027	Joules Limited
T13150AE25	JOULES	United Arab Emirates	25	Registered	30/04/2007	93965	28/06/2017	093965	30/04/2027	Joules Limited
T13150AE35	JOULES	United Arab Emirates	35	Registered	30/04/2007	93966	06/03/2011	133485	30/04/2027	Joules Limited
T49640AE18	JOULES (Arabic translation)	United Arab Emirates	18	Registered	23/04/2019	310120	06/08/2019	310117	23/04/2029	Joules Limited
T49640AE18	JOULES (Arabic translation)	United Arab Emirates	18	Registered	23/04/2019	310120	06/08/2019	310120	23/04/2029	Joules Limited
T49640AE25	JOULES (Arabic translation)	United Arab Emirates	25	Registered	23/04/2019	310121	06/08/2019	310117	23/04/2029	Joules Limited
T49640AE25	JOULES (Arabic translation)	United Arab Emirates	25	Registered	23/04/2019	310121	06/08/2019	310121	23/04/2029	Joules Limited
T49640AE35	JOULES (Arabic translation)	United Arab Emirates	35	Registered	23/04/2019	310122	06/08/2019	310117	23/04/2029	Joules Limited
T49640AE35	JOULES (Arabic translation)	United Arab Emirates	35	Registered	23/04/2019	310122	06/08/2019	310122	23/04/2029	Joules Limited
T30904AE18	LITTLE JOULE	United Arab Emirates	18	Registered	07/10/2014	219135	11/11/2015	219135	07/10/2024	Joules Limited
T30904AE25	LITTLE JOULE	United Arab Emirates	25	Registered	07/10/2014	219136	11/11/2015	219136	07/10/2024	Joules Limited
T30904AE28	LITTLE JOULE	United Arab Emirates	28	Registered	07/10/2014	219137	11/11/2015	219137	07/10/2024	Joules Limited
T46462AE18	Lowered Ears Hare Logo	United Arab Emirates	18	Registered	11/10/2018	299874	26/02/2019	299874	11/10/2028	Joules Limited
T46462AE25	Lowered Ears Hare Logo	United Arab Emirates	25	Registered	11/10/2018	299876	26/02/2019	299876	11/10/2028	Joules Limited
T46462AE35	Lowered Ears Hare Logo	United Arab Emirates	35	Registered	11/10/2018	299877	26/02/2019	299877	11/10/2028	Joules Limited
T17845AE18	TOM JOULE	United Arab Emirates	18	Registered	25/10/2007	101576	28/06/2017	101576	25/10/2027	Joules Limited
T17845AE25	TOM JOULE	United Arab Emirates	25	Registered	25/10/2007	101577	28/06/2017	101577	25/10/2027	Joules Limited
T17845AE35	TOM JOULE	United Arab Emirates	35	Registered	25/10/2007	101578	28/06/2017	101578	25/10/2027	Joules Limited
T49472AE18	TOM JOULE Arabic translation	United Arab Emirates	18	Registered	23/04/2019	310117	06/08/2019	310117	23/04/2029	Joules Limited
T49472AE25	TOM JOULE Arabic translation	United Arab Emirates	25	Registered	23/04/2019	310118	06/08/2019	310117	23/04/2029	Joules Limited
T49472AE25	TOM JOULE Arabic translation	United Arab Emirates	25	Registered	23/04/2019	310118	06/08/2019	310118	23/04/2029	Joules Limited
T49472AE35	TOM JOULE Arabic translation	United Arab Emirates	35	Registered	23/04/2019	310119	06/08/2019	310117	23/04/2029	Joules Limited
T49472AE35	TOM JOULE Arabic translation	United Arab Emirates	35	Registered	23/04/2019	310119	06/08/2019	310119	23/04/2029	Joules Limited
T21187AE	WELLBOB	United Arab Emirates	25	Registered	22/01/2009	124988	04/07/2010	105331	22/01/2029	Joules Limited
T13150TR	JOULES	Turkey	18,25	Registered	13/10/2016	2016/81231	31/01/2019	2016/81231	13/10/2026	Joules Limited

Case Ref.	Mark	Country	Local Class(es)	Case Status	Date Filed	Application No.	Registration Date	Registration No.	Next Renewal Date	Charger
T49066TR	JOULES	Turkey	35	Registered	26/09/2018	2018/85477	16/06/2019	2018/85477	26/09/2028	Joules Limited
T25295TR	Joules Signature	Turkey	35	Registered	24/10/2013	2013/86581	17/06/2016	2013/86581	24/10/2023	Joules Limited
T25295WO/TR	Joules Signature	Turkey	35	Registered	12/01/2016		10/11/2016	1106781 12016/132001	Same as WO	Joules Limited
T45462WO/TR	Lowered Ears Hare Logo	Turkey	18,25,35	Registered	19/09/2018	1399863	10/04/2019		Same as WO	Joules Limited
T17845WO/TR	TOM JOULE	Turkey	35	Registered	14/06/2012	964827	10/10/2013	964827	Same as WO	Joules Limited
T30199TW	Hare Logo	Taiwan	18,25,35	Registered	29/08/2014	103050287	16/09/2015	01729728	15/09/2025	Joules Limited
T131150TW	JOULES	Taiwan	18,25,35	Registered	29/08/2014	103050280	16/09/2015	01729726	15/09/2025	Joules Limited
T131150TWA	JOULES	Taiwan	24,25	Registered	01/03/2016	106010757	01/04/2017	01833539	31/03/2027	Joules Limited
T30904TW	LITTLE JOULE	Taiwan	18,25,28	Registered	29/08/2014	103050286	01/10/2015	01732303	30/09/2025	Joules Limited
T45462TW	Lowered Ears Hare Logo	Taiwan	18,25,35	Registered	12/04/2019	108022306	16/02/2020	02042881	15/02/2030	Joules Limited
T50652TW	RIGHT AS RAIN	Taiwan	18,25	Registered	10/09/2019	108059646	16/08/2020	02080712	15/08/2030	Joules Limited
T30211TW	TOM JOULE	Taiwan	18,25,35	Registered	29/08/2014	103050282	16/09/2015	01729727	15/09/2025	Joules Limited
T32523WO/CH	BABY JOULE	Switzerland	25,28,35	Registered	04/12/2013	1184172	02/04/2015	1184172	Same as WO	Joules Limited
T131150WO/CH	JOULES	Switzerland	18,25,35	Registered	29/10/2013	876494	25/12/2014	876494	Same as WO	Joules Limited
T23468WO/CH	JOULES	Switzerland	14	Registered	20/10/2016	1325581	11/12/2017	1325581	Same as WO	Joules Limited
T33823WO/CH	JOULES	Switzerland	16,24,27	Registered	18/12/2013	1227913	14/06/2016	1227913	Same as WO	Joules Limited
T67608WO/CH	JOULES	Switzerland	01,02,16,24,27	Application Filed	14/06/2022				Same as WO	Joules Limited
T30904WO/CH	LITTLE JOULE	Switzerland	18,25,28	Registered	29/10/2013	1161424	05/02/2015	1161424	Same as WO	Joules Limited
T32524WO/CH	LITTLE JOULE	Switzerland	09,24,35	Registered	29/10/2013	1178768	12/02/2015	1178768	Same as WO	Joules Limited
T45462WO/CH	Lowered Ears Hare Logo	Switzerland	18,25,35	Registered	02/10/2018	1399863	03/10/2019	1399863	Same as WO	Joules Limited
T49358WO/CH	Mountain Coordinate Logo	Switzerland	18,25	Registered	05/11/2018	1447970	22/01/2020	1447970	Same as WO	Joules Limited
T34100WO/CH	RIGHT AS RAIN	Switzerland	25	Registered	03/10/2016	1320081	12/10/2017	1320081	Same as WO	Joules Limited
T50652WO/CH	RIGHT AS RAIN	Switzerland	18	Registered	04/04/2019	1467066	17/04/2020	1467066	Same as WO	Joules Limited
T34002WO/CH	Tea & Crumpets	Switzerland	25	Registered	24/07/2014	1215049	06/07/2015		Same as WO	Joules Limited
T17845WO/CH	TOM JOULE	Switzerland	18,25,35	Registered	29/10/2013	964827	26/02/2015		Same as WO	Joules Limited
T33722WO/CH	WARM WELCOME	Switzerland	25	Registered	04/10/2016	1320997	08/11/2017		Same as WO	Joules Limited
T30199ZA18	Hare logo	South Africa	18	Registered	19/08/2014	2014/21950	09/03/2017	2014/21950	19/08/2024	Joules Limited
T30199ZA25	Hare logo	South Africa	25	Registered	19/08/2014	2014/21951	09/03/2017	2014/21951	19/08/2024	Joules Limited
T30199ZA35	Hare logo	South Africa	35	Registered	19/08/2014	2014/21952	14/05/2018	2014/21952	19/08/2024	Joules Limited
T33823ZA16	JOULES	South Africa	16	Registered	08/01/2014	2014/00454	27/06/2015	2014/00454	08/01/2024	Joules Limited
T33823ZA18	JOULES	South Africa	18	Registered	19/08/2014	2014/21942	13/03/2017	2014/21942	19/08/2024	Joules Limited
T33823ZA24	JOULES	South Africa	24	Registered	08/01/2014	2014/00455	28/09/2015	2014/00455	08/01/2024	Joules Limited
T33823ZA25	JOULES	South Africa	25	Registered	19/08/2014	2014/21945	22/10/2019	2014/21945	19/08/2024	Joules Limited
T33823ZA27	JOULES	South Africa	27	Registered	08/01/2014	2014/00456	27/06/2015	2014/00456	08/01/2024	Joules Limited
T33823ZA35	JOULES	South Africa	35	Registered	19/08/2014	2014/21946	13/03/2017	2014/21946	19/08/2024	Joules Limited
T30904ZA18	LITTLE JOULE	South Africa	18	Registered	19/08/2014	2014/21953	13/03/2017	2014/21953	19/08/2024	Joules Limited
T30904ZA25	LITTLE JOULE	South Africa	25	Registered	19/08/2014	2014/21955	22/10/2019	2014/21955	19/08/2024	Joules Limited
T30904ZA28	LITTLE JOULE	South Africa	28	Registered	19/08/2014	2014/21956	13/03/2017	2014/21956	19/08/2024	Joules Limited

Exam Ref.	Mark	Country	Local Class(es)	Case Status	Date Filed	Application No.	Registration Date	Registration No.	Next Renewal Date	Charger
T45462ZA35	Lowered Ears Hare device	South Africa	35	Examination In Progress	24/05/2021	2021/15181				Joules Limited
T45462ZA18	Lowered Ears Hare Logo	South Africa	18	Examination In Progress	24/05/2021	2021/15179				Joules Limited
T45462ZA25	Lowered Ears Hare Logo	South Africa	25	Examination In Progress	24/05/2021	2021/15180				Joules Limited
T17845ZA18	TOM JOULE	South Africa	18	Registered	19/08/2014	2014/21947	13/03/2017	2014/21947	19/08/2024	Joules Limited
T17845ZA25	TOM JOULE	South Africa	25	Registered	19/08/2014	2014/21948	27/01/2021	2014/21948	19/08/2024	Joules Limited
T17845ZA35	TOM JOULE	South Africa	35	Registered	19/08/2014	2014/21949	13/03/2017	2014/21949	19/08/2024	Joules Limited
T32523WO/SG	BABY JOULE	Singapore	18,20,24,25,28,35	Registered	17/06/2013	1184172	29/07/2015	1184172 (T1319602G)	Same as WO	Joules Limited
T13150WO/SG	JOULES	Singapore	18,25	Registered	13/06/2012	876494	02/01/2013	876494 (T1210105G)	Same as WO	Joules Limited
T13150WO/SG35	JOULES	Singapore	35	Registered	13/06/2013	876494	18/12/2013	876494 (T1310880B)	Same as WO	Joules Limited
T33823WO/SG	JOULES	Singapore	09	Registered	18/12/2013	1227913	29/07/2015	1227913 (40201402417X)	Same as WO	Joules Limited
T25295WO/SG	Joules Signature	Singapore	18,25,35	Registered	13/12/2011	1106781	06/06/2012	1106781	Same as WO	Joules Limited
T32114WO/SG	KNICK KNACKS	Singapore	25	Registered	19/09/2013	1178685 (T1316694B)	20/04/2014		Same as WO	Joules Limited
T30904WO/SG	LITTLE JOULE	Singapore	18,25,28	Registered	29/04/2013	1161424 (T1309381C)	26/12/2013	1161424 (T1309381C)	Same as WO	Joules Limited
T32524WO/SG	LITTLE JOULE	Singapore	09,24,35	Registered	17/06/2013	1178768 (T1317117B)	24/06/2015	1178768 (T1317117B)	Same as WO	Joules Limited
T45462WO/SG	Lowered Ears Hare Logo	Singapore	18,25,35	Registered	19/09/2018	1399863 (40201820942P)	30/05/2019		Same as WO	Joules Limited
T34100WO/SG	RIGHT AS RAIN	Singapore	25	Registered	04/04/2019	1320081 (40201908371S)	16/10/2019	1320081 (40201908371S)	Same as WO	Joules Limited
T50652WO/SG	RIGHT AS RAIN	Singapore	18	Registered	04/04/2019	1467066 (40201910703R)	21/11/2019	1467066 (40201910703R)	Same as WO	Joules Limited
T30169SG	Running Hare logo	Singapore	18,25,35	Registered	01/03/2013	T1303500G	06/03/2013	T1303500G	01/03/2023	Joules Limited
T34002WO/SG	Tea & Crumpets	Singapore	25	Registered	24/07/2014	1215049	26/02/2015	1215049	Same as WO	Joules Limited
T17845WO/SG	TOM JOULE	Singapore	18,25,35	Registered	14/02/2012	964827	01/03/2013	964827 (T1203897E)	Same as WO	Joules Limited
T13150SA18	JOULES	Saudi Arabia	18	Registered	09/11/2017	122580	31/01/2018	1439004390	10/06/2027	Joules Limited
T13150SA25	JOULES	Saudi Arabia	25	Registered	09/11/2017	122581	31/01/2018	1439004391	10/06/2027	Joules Limited
T13150SA35	JOULES	Saudi Arabia	35	Registered	09/11/2017	122582	31/01/2018	1439004392	10/06/2027	Joules Limited
T50713SA18	JOULES (Arabic translation)	Saudi Arabia	18	Registered	06/06/2019	182901	06/08/2019	1440022385	13/01/2029	Joules Limited
T50713SA25	JOULES (Arabic translation)	Saudi Arabia	25	Registered	06/05/2019	182902	30/07/2019	1440022386	13/01/2029	Joules Limited
T50713SA35	JOULES (Arabic translation)	Saudi Arabia	35	Registered	06/05/2019	182903	30/07/2019	1440022381	13/01/2029	Joules Limited
T30199SA18	Lowered Ears Hare logo	Saudi Arabia	18	Registered	11/07/2017	1438022705	08/10/2017	1438022705	22/03/2027	Joules Limited
T30199SA25	Lowered Ears Hare logo	Saudi Arabia	25	Registered	11/07/2017	1438022706	08/10/2017	1438022706	22/03/2027	Joules Limited
T30199SA35	Lowered Ears Hare logo	Saudi Arabia	35	Registered	11/07/2017	1438022707	08/10/2017	1438022707	22/03/2027	Joules Limited
T17845SA18	TOM JOULE	Saudi Arabia	18	Registered	04/07/2009	145035	06/10/2010	1199759	02/09/2028	Joules Limited
T17845SA25	TOM JOULE	Saudi Arabia	25	Registered	04/07/2009	145036	24/10/2010	1203767	02/09/2028	Joules Limited
T17845SA35	TOM JOULE	Saudi Arabia	35	Registered	04/07/2009	145037	01/03/2011	1233761	16/10/2028	Joules Limited
T49472SA18	TOM JOULE (Arabic translation)	Saudi Arabia	18	Registered	05/05/2019	182593	30/07/2019	1440022082	12/01/2029	Joules Limited
T49472SA25	TOM JOULE (Arabic translation)	Saudi Arabia	25	Registered	05/05/2019	182596	30/07/2019	1440022085	12/01/2029	Joules Limited
T49472SA35	TOM JOULE (Arabic translation)	Saudi Arabia	35	Registered	05/05/2019	182598	30/07/2019	1440022087	12/01/2029	Joules Limited
T13150WO/RU	JOULES	Russian Federation	18,25,35	Registered	06/12/2005	876494	12/03/2010	876494	Same as WO	Joules Limited
T33823WO/RU	JOULES	Russian Federation	09,16,24,27	Registered	18/12/2013	1227913	12/07/2016	1227913	Same as WO	Joules Limited
T39263WO/RU	JOULES	Russian Federation	25	Registered	29/02/2016	1308866	05/12/2017	1308866	Same as WO	Joules Limited
T67608WO/RU	JOULES	Russian Federation	01,02,16,24,27	Application Filed	14/06/2022				Same as WO	Joules Limited
T30904WO/RU	LITTLE JOULE	Russian Federation	18,25,28	Registered	18/08/2014	1161424	27/10/2015	1161424	Same as WO	Joules Limited
T45462WO/RU	Lowered Ears Hare Logo	Russian Federation	18,25,35	Registered	19/09/2018	1399863	18/04/2019	1399863	Same as WO	Joules Limited
T34100WO/RU	RIGHT AS RAIN	Russian Federation	25	Registered	04/04/2019	1320081	08/10/2019	1320081	Same as WO	Joules Limited
T50652WO/RU	RIGHT AS RAIN	Russian Federation	18	Registered	04/04/2019	1467066	31/10/2019	1467066	Same as WO	Joules Limited
T17845WO/RU	TOM JOULE	Russian Federation	18,25,35	Registered	25/10/2007	964827	16/02/2010	964827	Same as WO	Joules Limited
T21187WO/RU	WELLBOB	Russian Federation	25	Registered	21/01/2009	992766	18/02/2010	992766	Same as WO	Joules Limited
T32523WO/KR	BABY JOULE	Republic of Korea	18,20,24,25,28,35	Registered	17/06/2013	1184172	15/02/2015	1184172	Same as WO	Joules Limited
T13150WO/KR	JOULES	Republic of Korea	18,25	Registered	13/06/2012	876494	13/06/2013	876494	Same as WO	Joules Limited
T30967KR14	JOULES	Republic of Korea	14	Registered	30/11/2010	40-2010-0061706	29/08/2012	40-0932242	29/08/2022	Joules Limited
T30967KR16	JOULES	Republic of Korea	16	Registered	30/11/2010	40-2010-0061709	29/08/2012	40-0932307	29/08/2022	Joules Limited
T30967KR18	JOULES	Republic of Korea	18	Registered	30/11/2010	40-2010-0061712	29/08/2012	40-0932255	29/08/2022	Joules Limited

Exam Ref.	Mark	Country	Local Class(es)	Case Status	Date Filed	Application No.	Registration Date	Registration No.	Next Renewal Date	Charger
T30967KR25	JOULES	Republic of Korea	25	Registered	21/12/2010	70-2010-0000751	22/09/2009	40-0801640	22/09/2029	Joules Limited
T30967KR26	JOULES	Republic of Korea	26	Registered	30/11/2010	40-2010-0061717	29/08/2012	40-0932254	29/08/2022	Joules Limited
T30967KR35	JOULES	Republic of Korea	35	Registered	30/11/2010	41-2010-0030741	29/08/2012	41-0238900	29/08/2022	Joules Limited
T25295WQ/NR	Joules Signature	Republic of Korea	18,25,35	Registered	13/12/2011	1106781	01/06/2013	1106781	Same as WO	Joules Limited
T30966KR14	Joules with Korean Characters	Republic of Korea	14	Registered	30/11/2010	40-2010-0061704	29/08/2012	40-0932236	29/08/2022	Joules Limited
T30966KR15	Joules with Korean Characters	Republic of Korea	15	Registered	30/11/2010	40-2010-0061707	29/08/2012	40-0932235	29/08/2022	Joules Limited
T30966KR18	Joules with Korean Characters	Republic of Korea	18	Registered	30/11/2010	40-2010-0061710	29/08/2012	40-0932272	29/08/2022	Joules Limited
T30966KR25	Joules with Korean Characters	Republic of Korea	25	Registered	30/11/2010	40-2010-0061713	29/08/2012	40-0932310	29/08/2022	Joules Limited
T30966KR26	Joules with Korean Characters	Republic of Korea	26	Registered	30/11/2010	40-2010-0061715	29/08/2012	40-0932316	29/08/2022	Joules Limited
T30966KR35	Joules with Korean Characters	Republic of Korea	35	Registered	30/11/2010	41-2010-0030738	19/10/2012	41-0242630	19/10/2022	Joules Limited
T50855WO/NR	JULES	Republic of Korea	03	Registered	27/11/1972	394002A	24/06/2019	394002A	Same as WO	Joules Limited
T32114WO/NR	KNICK KNACKS	Republic of Korea	25	Registered	19/09/2013	1178685	09/01/2015	1178685	Same as WO	Joules Limited
T30968KR14	Korean Characters	Republic of Korea	14	Registered	30/11/2010	40-2010-0061705	29/08/2012	40-0932312	29/08/2022	Joules Limited
T30968KR16	Korean Characters	Republic of Korea	16	Registered	30/11/2010	40-2010-0061708	29/08/2012	40-0932318	29/08/2022	Joules Limited
T30968KR18	Korean Characters	Republic of Korea	18	Registered	30/11/2010	40-2010-0061711	29/08/2012	40-0932258	29/08/2022	Joules Limited
T30968KR25	Korean Characters	Republic of Korea	25	Registered	30/11/2010	40-2010-0061714	29/08/2012	40-0932304	29/08/2022	Joules Limited
T30968KR26	Korean Characters	Republic of Korea	26	Registered	30/11/2010	40-2010-0061716	29/08/2012	40-0932276	29/08/2022	Joules Limited
T30968KR35	Korean Characters	Republic of Korea	35	Registered	30/11/2010	41-2010-0030739	01/11/2012	41-0243656	01/11/2022	Joules Limited
T30904WO/NR	LITTLE JOULE	Republic of Korea	18,25,28	Registered	29/04/2013	1161424	11/09/2014	1161424	Same as WO	Joules Limited
T32534WO/NR	LITTLE JOULE	Republic of Korea	24,35	Registered	17/06/2013	1178768	29/08/2015	1178768	Same as WO	Joules Limited
T45462WO/NR	Lowered Ears Hare Logo	Republic of Korea	18,25,35	Registered	01/12/2017	1399853	23/01/2020	1399853	Same as WO	Joules Limited
T34100WO/NR	RIGHT AS RAIN	Republic of Korea	25	Registered	09/04/2019	1320081	08/12/2020	1320081	Same as WO	Joules Limited
T50652WO/NR	RIGHT AS RAIN	Republic of Korea	18	Registered	06/06/2019	1467066	01/10/2020	1467066	Same as WO	Joules Limited
T30169NR	Running Hare Logo	Republic of Korea	18,25,35	Registered	04/03/2013	45-2013-0009150	31/07/2014	45-0050496	31/07/2024	Joules Limited
T34002WO/NRA	Tea & Crumpets	Republic of Korea	25	Registered	12/10/2015	1215049	11/08/2017	1215049	Same as WO	Joules Limited
T17845WO/NR	TOM JOULE	Republic of Korea	18,25,35	Registered	14/02/2012	964827	01/08/2013	964827	Same as WO	Joules Limited
T13150QA18	JOULES	Qatar	18	Registered	24/04/2017	113993	08/07/2019	113993	23/04/2027	Joules Limited
T13150QA25	JOULES	Qatar	25	Registered	24/04/2017	113994	08/07/2019	113994	23/04/2027	Joules Limited
T13150QA35	JOULES	Qatar	35	Registered	24/04/2017	113995	07/03/2019	113995	23/04/2027	Joules Limited
T49640QA18	JOULES (Arabic translation)	Qatar	18	Registered	13/03/2019	130365	29/09/2020	130365	12/03/2029	Joules Limited
T49640QA25	JOULES (Arabic translation)	Qatar	25	Registered	13/03/2019	130364	29/09/2020	130364	12/03/2029	Joules Limited
T49640QA35	JOULES (Arabic translation)	Qatar	35	Registered	13/03/2019	130365	29/09/2020	130365	12/03/2029	Joules Limited
T22206QA18	Lowered Ears Hare Logo	Qatar	18	Registered	24/04/2017	113990	07/03/2019	113990	23/04/2027	Joules Limited
T22206QA25	Lowered Ears Hare Logo	Qatar	25	Registered	24/04/2017	113991	07/03/2019	113991	23/04/2027	Joules Limited
T22206QA35	Lowered Ears Hare Logo	Qatar	35	Registered	24/04/2017	113992	07/03/2019	113992	23/04/2027	Joules Limited
T17845QA18	TOM JOULE	Qatar	18	Registered	24/04/2017	113996	07/03/2019	113996	23/04/2027	Joules Limited
T17845QA25	TOM JOULE	Qatar	25	Registered	24/04/2017	113997	07/03/2019	113997	23/04/2027	Joules Limited
T17845QA35	TOM JOULE	Qatar	35	Registered	24/04/2017	113998	07/03/2019	113998	23/04/2027	Joules Limited
T49472QA18	TOM JOULE Arabic translation	Qatar	18	Registered	13/03/2019	130366	29/09/2020	130366	12/03/2029	Joules Limited
T49472QA25	TOM JOULE Arabic translation	Qatar	25	Registered	13/03/2019	130384	29/09/2020	130384	12/03/2029	Joules Limited
T49472QA35	TOM JOULE Arabic translation	Qatar	35	Registered	13/03/2019	130386	29/09/2020	130386	12/03/2029	Joules Limited
T13150OM18	JOULES	Oman	18	Registered	30/05/2017	110554	29/10/2018	110554	30/05/2027	Joules Limited
T13150OM25	JOULES	Oman	25	Registered	30/05/2017	110555	29/10/2018	110555	30/05/2027	Joules Limited
T13150OM35	JOULES	Oman	35	Registered	30/05/2017	110556	29/10/2018	110556	30/05/2027	Joules Limited
T50713OM18	JOULES (Arabic translation)	Oman	18	Registered	16/04/2019	127857	29/08/2019	127857	16/04/2029	Joules Limited
T50713OM25	JOULES (Arabic translation)	Oman	25	Registered	16/04/2019	127855	29/08/2019	127855	16/04/2029	Joules Limited
T50713OM35	JOULES (Arabic translation)	Oman	35	Registered	16/04/2019	127858	29/08/2019	127858	16/04/2029	Joules Limited
T30195OM18	Lowered Ears Hare Logo	Oman	18	Registered	24/05/2017	110452	28/08/2018	110452	24/05/2027	Joules Limited
T30195OM25	Lowered Ears Hare Logo	Oman	25	Registered	24/05/2017	110453	28/08/2018	110453	24/05/2027	Joules Limited
T30195OM35	Lowered Ears Hare Logo	Oman	35	Registered	24/05/2017	110454	28/08/2018	110454	24/05/2027	Joules Limited
T17845OM18	TOM JOULE	Oman	18	Registered	30/05/2017	110551	29/10/2018	110551	30/05/2027	Joules Limited
T17845OM25	TOM JOULE	Oman	25	Registered	30/05/2017	110552	29/10/2018	110552	30/05/2027	Joules Limited
T17845OM35	TOM JOULE	Oman	35	Registered	30/05/2017	110553	29/10/2018	110553	30/05/2027	Joules Limited
T50714OM18	TOM JOULE (Arabic translation)	Oman	18	Registered	16/04/2019	127859	29/08/2019	127859	16/04/2029	Joules Limited

Case Ref.	Mark	Country	Local Class(es)	Case Status	Date Filed	Application No.	Registration Date	Registration No.	Next Renewal Date	Charger
T507140M25	TOM JOULE (Arabic translation)	Oman	25	Registered	16/04/2019	127860	29/08/2019	127860	16/04/2029	Joules Limited
T507140M35	TOM JOULE (Arabic translation)	Oman	35	Registered	16/04/2019	127861	29/08/2019	127861	16/04/2029	Joules Limited
T13150W/N/O	JOULES	Norway	18,25	Registered	13/06/2012	876494 (201207101)	27/09/2013	876494 (201207101)	Same as WO	Joules Limited
T33823W/O/N/O	JOULES	Norway	16,24,27	Registered	18/12/2013	1227913	16/03/2015	1227913	Same as WO	Joules Limited
T48862N/O	JOULES	Norway	03,09,35	Registered	03/09/2018	201811552	09/12/2019	307255	03/09/2028	Joules Limited
T67808W/O/N/O	JOULES	Norway	01,02,16,24,27	Application Filed	14/06/2022				Same as WO	Joules Limited
T48861N/O	Lowered Ears Hare Logo	Norway	03,09,18,25,35	Registered	03/09/2018	201811553	18/06/2019	304377	03/09/2028	Joules Limited
T49358W/O/N/O	Mountain Coordinate Logo	Norway	18,25	Registered	05/11/2018	1447970	13/03/2020	1447970	Same as WO	Joules Limited
T34100W/O/N/O	RIGHT AS RAIN	Norway	25	Registered	04/04/2019	1320081	03/04/2020	1320081	Same as WO	Joules Limited
T50652W/O/N/O	RIGHT AS RAIN	Norway	18	Registered	04/04/2019	1467066	03/04/2020	1467066	Same as WO	Joules Limited
T34002W/O/N/O	Tea & Crumpets	Norway	25	Registered	24/07/2014	1215049	10/04/2015	1215049	Same as WO	Joules Limited
T17845W/O/N/O	TOM JOULE	Norway	35	Registered	14/06/2012	964827	05/04/2013	964827	Same as WO	Joules Limited
T52211W/N/Z	ESTABLISHED IN THE FIELDS OF GREAT BRITAIN	New Zealand	18,25,35	Registered	27/01/2020	1532187	02/02/2021	1532187 (1148499)	Same as WO	Joules Limited
T30199N/Z	Hare logo	New Zealand	03,06,07,16,18,20,21,24,25,35	Registered	28/06/2012	961258	08/06/2012	961258	08/06/2032	Joules Limited
T13150N/Z	JOULES	New Zealand	18,25,35	Registered	26/07/2007	772863	31/01/2008	772863	26/07/2027	Joules Limited
T30199N/Z	JOULES	New Zealand	03,16,20,21,24	Registered	28/06/2012	961264	01/10/2013	961264	08/06/2032	Joules Limited
T33823W/O/N/Z	JOULES	New Zealand	09,16,24,27	Registered	18/12/2013	1227913 (1011219)	01/05/2015	1227913 (1011219)	Same as WO	Joules Limited
T48862W/O/N/Z	JOULES	New Zealand	03,18,20,21,24,27,28	Application Filed	29/07/2021	1651413			Same as WO	Joules Limited
T54892W/O/N/Z	JOULES	New Zealand	23,26	Registered	28/07/2021	1549414	01/02/2022	1549414 (1186534)	Same as WO	Joules Limited
T67808W/O/N/Z	JOULES	New Zealand	01,02,16,24,27	Application Filed	14/06/2022				Same as WO	Joules Limited
T45462W/O/N/Z	Lowered Ears Hare Logo	New Zealand	18,25,35	Registered	01/12/2017	1399863	28/08/2018	1399863	Same as WO	Joules Limited
T48861W/O/N/Z	Lowered Ears Hare Logo	New Zealand	03,18,19,20,21,24,27,28	Registered	28/07/2021	1515159 (1187683)	01/02/2022	1515159 (1187683)	Same as WO	Joules Limited
T54893W/O/N/Z	Lowered Ears Hare Logo	New Zealand	23,26	Registered	28/07/2021	1549433 (1186518)	01/02/2022	1549433 (1186518)	Same as WO	Joules Limited
T49358W/O/N/Z	Mountain Coordinate Logo	New Zealand	18,25	Registered	05/11/2018	1447970 (1113188)	03/09/2019	1447970 (1113188)	Same as WO	Joules Limited
T34100W/O/N/Z	RIGHT AS RAIN	New Zealand	25	Registered	04/04/2019	1320081 (1118969)	08/10/2019	1320081 (1118969)	Same as WO	Joules Limited
T50652W/O/N/Z	RIGHT AS RAIN	New Zealand	18	Registered	04/04/2019	1467066 (1120900)	30/10/2019	1467066 (1120900)	Same as WO	Joules Limited
T34002W/O/N/Z	Tea & Crumpets	New Zealand	25	Registered	24/07/2014	1215049	27/01/2015	1215049 (1004634)	Same as WO	Joules Limited
T17845N/Z	TOM JOULE	New Zealand	18,25,35	Registered	25/10/2007	778327	12/08/2008	778327	25/04/2027	Joules Limited
T21187N/Z	WELLBOE	New Zealand	25	Registered	21/01/2009	801568	27/07/2009	801568	23/07/2028	Joules Limited
T30199MX18	Hare logo	Mexico	18	Registered	17/08/2015	1646032	08/01/2016	1646032	17/08/2025	Joules Limited
T30199MX25	Hare logo	Mexico	25	Registered	17/08/2015	1646033	13/01/2016	1646033	17/08/2025	Joules Limited
T30199MX35	Hare logo	Mexico	35	Registered	17/08/2015	1646035	16/02/2016	1646035	17/08/2025	Joules Limited
T25295MX	Joules signature	Mexico	25	Registered	17/08/2015	1646031	12/06/2017	1762196	17/08/2025	Joules Limited
T48462W/O/MX18	Lowered Ears Hare Logo	Mexico	18	Registered	11/04/2019	1399863	25/09/2019	1399863 (2042114)	Same as WO	Joules Limited
T45462W/O/MX25	Lowered Ears Hare Logo	Mexico	25	Registered	11/04/2019	1399863	25/09/2019	1399863 (2042115)	Same as WO	Joules Limited
T45462W/O/MX35	Lowered Ears Hare Logo	Mexico	35	Registered	11/04/2019	1399863	25/09/2019	1399863 (2042116)	Same as WO	Joules Limited
T34100W/O/MX	RIGHT AS RAIN	Mexico	25	Registered	04/04/2019	1320081	23/09/2019	1320081 (2040559)	Same as WO	Joules Limited
T50652W/O/MX	RIGHT AS RAIN	Mexico	18	Registered	04/04/2019	1467066	13/11/2020	1467066 (2172289)	Same as WO	Joules Limited
T30211MX18	TOM JOULE	Mexico	18	Registered	18/08/2015	1646422	18/08/2016	1646116	18/08/2025	Joules Limited
T30211MX25	TOM JOULE	Mexico	25	Registered	18/08/2015	1646424	28/07/2016	1659986	18/08/2025	Joules Limited
T30211MX35	TOM JOULE	Mexico	35	Registered	18/08/2015	1646425	07/12/2016	1704364	18/08/2025	Joules Limited
T30199MY18	Hare logo	Malaysia	18	Registered (allow to lapse)	18/06/2012	2012054457	03/12/2013	2012054457	18/06/2032	Joules Limited
T30199MY25	Hare logo	Malaysia	25	Registered (allow to lapse)	18/06/2012	2012054458	03/12/2013	2012054458	18/06/2032	Joules Limited
T13150MY18	JOULES	Malaysia	18	Registered	18/06/2012	2012054438	03/12/2013	2012054438	18/06/2032	Joules Limited
T13150MY25	JOULES	Malaysia	25	Registered	18/06/2012	2012054448	03/12/2013	2012054448	18/06/2032	Joules Limited
T45462MY18	Lowered Ears Hare Logo	Malaysia	18	Registered	06/12/2017	2017074267	10/10/2018	2017074267	06/12/2027	Joules Limited
T45462MY25	Lowered Ears Hare Logo	Malaysia	25	Registered	06/12/2017	2017074269	12/10/2018	2017074269	06/12/2027	Joules Limited
T45462MY35	Lowered Ears Hare Logo	Malaysia	35	Registered	06/12/2017	2017074192	16/06/2018	2017074192	06/12/2027	Joules Limited
T30211MY	TOM JOULE	Malaysia	35	Registered	18/06/2012	2012054449	05/12/2013	2012054449	18/06/2032	Joules Limited
T13150NB	JOULES	Lebanon	18,25,35	Registered	24/07/2017	180730	24/07/2017	180730	24/07/2032	Joules Limited
T507131B	JOULES (Arabic translation)	Lebanon	18,25,35	Registered	15/05/2019	191374	15/05/2019	191374	15/05/2034	Joules Limited
T30295NB	Lowered Ears Hare Logo	Lebanon	18,25,35	Registered	26/07/2017	180792	26/07/2017	180792	26/07/2032	Joules Limited
T178451B	TOM JOULE	Lebanon	18,25,35	Registered	25/07/2017	180765	25/07/2017	180765	25/07/2032	Joules Limited
T507141B	TOM JOULE (Arabic translation)	Lebanon	18,25,35	Registered	06/05/2019	191192	06/05/2019	191192	06/05/2034	Joules Limited
T13150KW18	JOULES	Kuwait	18	Registered	13/06/2017	191243	24/04/2019	197664	12/06/2027	Joules Limited
T13150KW25	JOULES	Kuwait	25	Registered	13/06/2017	191244	24/04/2019	197665	12/06/2027	Joules Limited

Case Ref.	Mark	Country	Local Class(es)	Case Status	Date Filed	Application No.	Registration Date	Registration No.	Next Renewal Date	Charger
T13150KW35	JOULES	Kuwait	35	Registered	13/06/2017	191245	24/04/2019	197666	12/06/2027	Joules Limited
T50713KW18	JOULES (Arabic translation)	Kuwait	18	Registered	27/05/2019	2019/004590	15/09/2019	1613012	26/09/2029	Joules Limited
T50713KW25	JOULES (Arabic translation)	Kuwait	25	Registered	27/05/2019	2019/004588	15/09/2019	1613013	26/09/2029	Joules Limited
T50713KW35	JOULES (Arabic translation)	Kuwait	35	Registered	27/05/2019	2019/004586	15/09/2019	1613015	26/09/2029	Joules Limited
T30199KW18	Lowered Ears Hare Logo	Kuwait	18	Registered	05/05/2017	191000	24/04/2019	197624	04/06/2027	Joules Limited
T30199KW35	Lowered Ears Hare Logo	Kuwait	25	Registered	05/05/2017	191001	24/04/2019	197625	04/06/2027	Joules Limited
T30199KW35	Lowered Ears Hare Logo	Kuwait	35	Registered	05/06/2017	191002	24/04/2019	197626	04/06/2027	Joules Limited
T17845KW18	TOM JOULE	Kuwait	18	Registered	31/05/2009	103600	10/05/2010	85502	30/05/2029	Joules Limited
T17845KW25	TOM JOULE	Kuwait	25	Registered	31/05/2009	103601	20/04/2010	85503	30/05/2029	Joules Limited
T17845KW35	TOM JOULE	Kuwait	35	Registered	31/05/2009	103602	10/05/2010	85504	30/05/2029	Joules Limited
T50714KW18	TOM JOULE (Arabic translation)	Kuwait	18	Registered	24/04/2019	2019/003777	15/09/2019	1612996	23/04/2029	Joules Limited
T50714KW25	TOM JOULE (Arabic translation)	Kuwait	25	Registered	24/04/2019	2019/003776	07/08/2019	1612016	23/04/2029	Joules Limited
T50714KW35	TOM JOULE (Arabic translation)	Kuwait	35	Registered	24/04/2019	2019/003775	15/09/2019	1612997	23/04/2029	Joules Limited
T13150Q18	JOULES	Jordan	18	Registered	02/08/2017	156166	30/12/2018	156166	02/08/2027	Joules Limited
T13150Q25	JOULES	Jordan	25	Registered	02/08/2017	156163	30/12/2018	156163	02/08/2027	Joules Limited
T13150Q35	JOULES	Jordan	35	Registered	02/08/2017	156165	30/12/2018	156165	02/08/2027	Joules Limited
T50713Q18	JOULES (Arabic translation)	Jordan	18	Registered	25/04/2019	166210	07/09/2021	166210	29/11/2028	Joules Limited
T50713Q25	JOULES (Arabic translation)	Jordan	25	Registered	25/04/2019	166209	07/09/2021	166209	29/11/2028	Joules Limited
T50713Q35	JOULES (Arabic translation)	Jordan	35	Registered	25/04/2019	166206	07/09/2021	166206	29/11/2028	Joules Limited
T30199Q18	Lowered Ears Hare Logo	Jordan	18	Registered	02/07/2017	154571	18/12/2018	154571	02/07/2027	Joules Limited
T30199Q25	Lowered Ears Hare Logo	Jordan	25	Registered	02/07/2017	154564	18/12/2018	154564	02/07/2027	Joules Limited
T30199Q35	Lowered Ears Hare Logo	Jordan	35	Registered	02/07/2017	154577	18/12/2018	154577	02/07/2027	Joules Limited
T17845Q18	TOM JOULE	Jordan	18	Registered	02/07/2017	154581	18/12/2018	154581	02/07/2027	Joules Limited
T17845Q25	TOM JOULE	Jordan	25	Registered	02/07/2017	154701	18/12/2018	154701	02/07/2027	Joules Limited
T17845Q35	TOM JOULE	Jordan	35	Registered	02/07/2017	154704	18/12/2018	154704	02/07/2027	Joules Limited
T50714Q18	TOM JOULE (Arabic translation)	Jordan	18	Registered	25/04/2019	166195	07/09/2021	166195	09/11/2028	Joules Limited
T50714Q25	TOM JOULE (Arabic translation)	Jordan	25	Registered	25/04/2019	166208	07/09/2021	166208	09/11/2028	Joules Limited
T50714Q35	TOM JOULE (Arabic translation)	Jordan	35	Registered	25/04/2019	166196	07/09/2021	166196	09/11/2028	Joules Limited
T32523WO/IP	BABY JOULE	Japan	18,20,24,25,28,35	Registered	17/06/2013	1184172	29/06/2015	1184172	Same as WO	Joules Limited
T22206WO/IP	Hare Logo	Japan	09	Registered	04/03/2016	1299113	04/03/2016	1299113	Same as WO	Joules Limited
T13150WO/IP	JOULES	Japan	18,35	Registered	02/03/2009	876494	08/10/2010	876494	Same as WO	Joules Limited
T33823WO/IP	JOULES	Japan	09,16,24,27	Registered	18/12/2013	1227913	26/02/2016	1227913	Same as WO	Joules Limited
T35855IP	JOULES	Japan	09,14,18,20,25,26,35	Registered	14/11/2014	2014-096159	16/12/2016	5905236	16/12/2026	Joules Limited
T25295WO/IP	Joules Signature	Japan	18	Registered	19/09/2013	1106781	23/01/2015		Same as WO	Joules Limited
T30904WO/IP	LITTLE JOULE	Japan	18,25,28	Registered	29/04/2013	1161424	01/08/2014	1161424	Same as WO	Joules Limited
T32524WO/IP	LITTLE JOULE	Japan	09,24,35	Registered	17/06/2013	1178768	15/06/2015	1178768	Same as WO	Joules Limited
T45462WO/IP	Lowered Ears Hare Logo	Japan	18,25,35	Registered	01/12/2017	1399863	19/07/2019	1399863	Same as WO	Joules Limited
T34100WO/IP	RIGHT AS RAIN	Japan	25	Registered	03/10/2016	1320081	02/03/2017		Same as WO	Joules Limited
T50652WO/IP	RIGHT AS RAIN	Japan	19	Registered	04/04/2019	1457066	25/06/2020		Same as WO	Joules Limited
T17845WO/IP	TOM JOULE	Japan	18,25,35	Registered	05/06/2013	964827	09/10/2014	964827	Same as WO	Joules Limited
T33722WO/IP	WARM WELCOME	Japan	25	Registered	04/10/2016	1320997	09/03/2017	1320997	Same as WO	Joules Limited
T13150WO/IL	JOULES	Israel	18,25,35	Registered	07/05/2019	876494 (317101)	02/07/2022	876494 (317101)	Same as WO	Joules Limited
T45462WO/IL	Lowered Ears Hare Logo	Israel	18,25,35	Registered	07/05/2019	1399863 (317536)	02/07/2020	1399863 (317536)	Same as WO	Joules Limited
T34100WO/IL	RIGHT AS RAIN	Israel	25	Registered	07/05/2019	1320081 (317117)	02/09/2020	1320081 (317117)	Same as WO	Joules Limited
T50652WO/IL	RIGHT AS RAIN	Israel	18	Registered	06/06/2019	1467066 (318204)	02/09/2020	1467066 (318204)	Same as WO	Joules Limited
T17845WO/IL	TOM JOULE	Israel	18,25,35	Registered	07/05/2019	964827 (317102)	03/08/2020	964827 (317102)	Same as WO	Joules Limited
T32523WO	BABY JOULE	International (Madrid Union)	18,20,24,25,28,35	Registered	17/06/2013	1184172	17/06/2013	1184172	17/06/2023	Joules Limited
T30909WO	EAT FEET	International (Madrid Union)	25	Registered	02/09/2016	1316995	02/09/2016	1316995	02/09/2026	Joules Limited
T52211WO	ESTABLISHED IN THE FIELDS OF GREAT BRITAIN	International (Madrid Union)	18,25,35	Registered	27/01/2020		27/01/2020	1532187	27/01/2030	Joules Limited
T40369WO	GALLEY GRADE & Anchor device	International (Madrid Union)	21,24,25	Registered	23/06/2016	1318265	23/06/2016	1318265	23/06/2026	Joules Limited
T22206WO	Hare Logo	International (Madrid Union)	09	Registered	04/03/2016	1299113	04/03/2016	1299113	04/03/2026	Joules Limited
T30199WO	Hare Logo	International (Madrid Union)	03,16,18,20,21,24,25,35	Registered	14/06/2012	1155703	14/06/2012	1155703	14/06/2032	Joules Limited
T13150WO	JOULES	International (Madrid Union)	18,25,35	Registered	06/12/2005	876494	06/12/2005	876494	06/12/2025	Joules Limited
T23468WO	JOULES	International (Madrid Union)	14	Registered	20/10/2016	2526463	20/10/2016	1325581	20/10/2026	Joules Limited

Case Ref.	Mark	Country	Local Class(es)	Case Status	Date Filed	Application No.	Registration Date	Registration No.	Next Renewal Date	Charger
T30198WO	JOULES	International (Madrid Union)	03,16,20,21,24	Registered	14/06/2012	1159897	14/06/2012	1159897	14/06/2032	Joules Limited
T33823WO	JOULES	International (Madrid Union)	09,16,24,27	Registered	18/12/2013	1227913	18/12/2013	1227913	18/12/2033	Joules Limited
T39263WO	JOULES	International (Madrid Union)	05,24,25,26	Registered	29/02/2016	1308866	29/02/2016	1308866	29/02/2026	Joules Limited
T48862WO	JOULES	International (Madrid Union)	03,18,20,21,24,27,28	Registered	29/07/2021		29/07/2021	1651413	29/07/2031	Joules Limited
T49142WO	JOULES	International (Madrid Union)	09	Registered	02/10/2018	1437728	02/10/2018	1437728	02/10/2028	Joules Limited
T54892WO	JOULES	International (Madrid Union)	23,28	Registered	17/07/2020	1549414	17/07/2020	1549414	17/07/2030	Joules Limited
T67609WO	JOULES	International (Madrid Union)	01,02,16,24,27	Application Filed	14/06/2022					Joules Limited
T25295WO	Joules Signature	International (Madrid Union)	18,25,35	Registered	13/12/2011	1106781	13/12/2011	1106781	13/12/2031	Joules Limited
T50865WO	JULES	International (Madrid Union)	03	Registered	27/11/1972		27/11/1972	394002A	27/11/2022	Joules Limited
T32114WO	KNICK KNACKS	International (Madrid Union)	25	Registered	19/09/2013	1178685	19/09/2013	1178685	19/09/2023	Joules Limited
T30904WO	LITTLE JOULE	International (Madrid Union)	18,25,28	Registered	29/04/2013	1161424	29/04/2013	1161424	29/04/2023	Joules Limited
T32524WO	LITTLE JOULE	International (Madrid Union)	09,24,35	Registered	17/06/2013	1178768	17/06/2013	1178768	17/06/2023	Joules Limited
T46462WO	Lowered Ears Hare Logo	International (Madrid Union)	03,04,08,09,14,16,18,20,21,24,25,26,27,28,35	Registered	01/12/2017	1399863	01/12/2017	1399863	01/12/2027	Joules Limited
T49861WO	Lowered Ears Hare Logo	International (Madrid Union)	03,09,14,18,19,20,21,24,25,27,28	Registered	17/01/2019	1515159	17/01/2019	1515159	17/01/2029	Joules Limited
T54893WO	Lowered Ears Hare Logo	International (Madrid Union)	23,26	Registered	17/07/2020	1549433	17/07/2020	1549433	17/07/2030	Joules Limited
T49159WO	Mountain Coordinate Logo	International (Madrid Union)	18,25	Registered	05/11/2018	1447970	05/11/2018	1447970	05/11/2028	Joules Limited
T34100WO	RIGHT AS RAIN	International (Madrid Union)	25	Registered	03/10/2016	1320081	03/10/2016	1320081	03/10/2026	Joules Limited
T50652WO	RIGHT AS RAIN	International (Madrid Union)	18	Registered	04/04/2019			1467066	04/04/2029	Joules Limited
T34002WO	Tea & Crumpets	International (Madrid Union)	25	Registered	24/07/2014	1215049	24/07/2014	1215049 (T1414175 G)	24/07/2024	Joules Limited
T17845WO	TOM JOULE	International (Madrid Union)	18,25,35	Registered	25/10/2007	964827	25/10/2007	964827	25/10/2027	Joules Limited
T33722WO	WARM WELCOME	International (Madrid Union)	25	Registered	04/10/2016	1320997	04/10/2016	1320997	04/10/2026	Joules Limited
T21187WO	WELLBOE	International (Madrid Union)	25	Registered	21/01/2009	992766	21/01/2009	992766	21/01/2029	Joules Limited
T30199WO	Hare Logo	Indonesia	18,25,35	Registered	15/09/2014	D002014041913	24/04/2020	IDM000693521	15/09/2024	Joules Limited
T13150WO	JOULES	Indonesia	18,35	Registered	12/11/2014	D00 2014-05196A	31/03/2020	IDM000694377	12/11/2024	Joules Limited
T13150WOA24	JOULES	Indonesia	24	Registered	14/03/2016	D002016011691	23/01/2019	IDM000638381	14/03/2026	Joules Limited
T46462WO/ID	Lowered Ears Hare Logo	Indonesia	18,25,35	Registered	11/04/2019	1399863	03/04/2020	1399863	Same as WO	Joules Limited
T30199IN	Hare Logo	India	18,25	Registered (allow to lapse)	18/06/2012	2349616	03/08/2018	2349616	18/06/2032	Joules Limited
T13150IN	JOULES	India	18,25	Registered	15/06/2012	2348858	22/11/2016	2348858	15/06/2032	Joules Limited
T33823IN	JOULES	India	16,24,27	Registered	08/01/2014	2656590	20/07/2017	2656590	08/01/2024	Joules Limited
T55109IN	JOULES	India	35	Registered	21/06/2019	4213067	27/12/2018	4213067	21/06/2029	Joules Limited
T46462WO/IN	Lowered Ears Hare Logo	India	18,25,35	Registered	11/04/2019	1399863	25/11/2019	1399863	Same as WO	Joules Limited
T30211IN	TOM JOULE	India	35	Registered	15/06/2012	2348858	03/08/2018	2348858	15/06/2032	Joules Limited
T33301HK	BABY JOULE	Hong Kong	25,28,35	Registered	09/10/2013	302760291	24/03/2014	302760291	09/10/2023	Joules Limited
T22206HK	Hare Logo	Hong Kong	18,25,35	Registered	04/10/2013	302756755	21/03/2014	302756755	03/10/2023	Joules Limited
T13150HK	JOULES	Hong Kong	18,25,35	Registered	04/10/2013	302756764	24/02/2015	302756764	03/10/2023	Joules Limited
T33823HK	JOULES	Hong Kong	16,24,27	Registered	07/01/2014	302858185	16/07/2014	302858185	06/01/2024	Joules Limited
T33300HK	LITTLE JOULE	Hong Kong	25,28,35	Registered	09/10/2013	302760309	24/03/2014	302760309	08/10/2023	Joules Limited
T46462HK	Lowered Ears Hare Logo	Hong Kong	18,25,35	Registered	01/12/2017	304354100	20/04/2018	304354100	30/11/2027	Joules Limited
T50652HK	RIGHT AS RAIN	Hong Kong	18,25	Registered	10/09/2019	305051745	17/01/2020	305051745	09/09/2029	Joules Limited
T17845HK	TOM JOULE	Hong Kong	18,25,35	Registered	04/10/2013	302756773	21/03/2014	302756773	03/10/2023	Joules Limited
T34100DE	RIGHT AS RAIN	Germany	18,22,25	Registered	02/07/2014	302014051733.7/18	17/10/2014	302014051733	31/07/2024	Joules Limited
T34100FR	RIGHT AS RAIN	France	18,22,25	Registered	03/07/2014	144102762	14/11/2014	144102762	03/07/2024	Joules Limited
T58907EU	GARDEN TRADING	European Union Intellectual Property Office	11,20,21,35	Registered	07/12/2017	017571548	18/04/2018	017571548	07/12/2027	The Garden Trading Company Limited
T30903EU	BABY JOULE	European Union Intellectual Property Office	18,25,28	Registered	21/09/2012	011208063	30/01/2013	011208063	21/09/2022	Joules Limited
T32523EU	BABY JOULE	European Union Intellectual Property Office	20,24,35	Registered	05/06/2013	011875481	12/11/2013	011875481	05/06/2023	Joules Limited
T32557EU	CROWN JOULES	European Union Intellectual Property Office	25	Registered	11/06/2013	011891091	06/11/2015	011891091	11/06/2023	Joules Limited
T51581EU	Double Hare device	European Union Intellectual Property Office	35	Registered	12/12/2019	018165419	22/05/2020	018165419	12/12/2029	Joules Limited
T30908WO/EU	EAT FEET	European Union Intellectual Property Office	25	Registered	02/09/2016	1316995	05/04/2017	1316995	Same as WO	Joules Limited
T52211WO/EU	ESTABLISHED IN THE FIELDS OF GREAT BRITAIN	European Union Intellectual Property Office	18,25,35	Registered	27/01/2020	1532187	08/10/2020	1532187	Same as WO	Joules Limited
T493114EU	Formalwear hare logo	European Union Intellectual Property Office	14,18,25	Registered	23/10/2018	017972424	01/05/2019	017972424	23/10/2028	Joules Limited

Case Ref.	Mark	Country	Local Class(es)	Case Status	Date Filed	Application No.	Registration Date	Registration No.	Next Renewal Date	Charger
T50139EU	FRIENDS OF JOULES	European Union Intellectual Property Office	35	Registered	24/06/2021	018499922	02/11/2021	018499922	24/06/2031	Joules Limited
T40369WO/EU	GALLEY GRADE & Anchor device	European Union Intellectual Property Office	21,24,25	Registered	03/11/2016	1318266	19/04/2017		Same as WO	Joules Limited
T22206EU	Hare logo	European Union Intellectual Property Office	09	Registered	12/04/2016	015329485	04/08/2016	015329485	12/04/2026	Joules Limited
T22206EUB	Hare logo	European Union Intellectual Property Office	14	Registered	09/01/2014	012485306	16/06/2014	012485306	09/01/2024	Joules Limited
T30199WO/EU	Hare logo	European Union Intellectual Property Office	03,16,18,20,21,24,25,35	Registered	14/06/2012	1155703	27/02/2014	1155703	Same as WO	Joules Limited
T34001EU	HIBERNATE	European Union Intellectual Property Office	25	Registered	12/06/2003	009223286	08/10/2004	012827010 (formerly 003223286)	12/06/2023	Joules Limited
T13150WO/EU	JOULES	European Union Intellectual Property Office	18,25,35	Registered	06/12/2005	876494	21/06/2013	876494	Same as WO	Joules Limited
T23466EU	JOULES	European Union Intellectual Property Office	08,20,21,28,29	Registered	17/09/2009	008557399	07/02/2012	008557399	17/09/2029	Joules Limited
T23468WO/EU	JOULES	European Union Intellectual Property Office	14	Registered	20/10/2016	1325581	31/05/2017		Same as WO	Joules Limited
T30198WO/EU	JOULES	European Union Intellectual Property Office	03,16,20,21,24	Registered	14/06/2012	1159897	01/04/2014		Same as WO	Joules Limited
T32917EU	JOULES	European Union Intellectual Property Office	09	Registered	06/08/2013	012046512	04/01/2014	012046512	06/08/2023	Joules Limited
T33823WO/EU	JOULES	European Union Intellectual Property Office	16,24,27	Registered	18/12/2013	1227913	23/10/2015	1227913	Same as WO	Joules Limited
T39263EU	JOULES	European Union Intellectual Property Office	05,24,25,28	Registered	14/01/2016	015002322	19/07/2016	015002322	14/01/2026	Joules Limited
T49562EU	JOULES	European Union Intellectual Property Office	03,18,20,21,24,27,28	Registered	21/09/2018	017960042	30/01/2019	017960042	21/09/2028	Joules Limited
T49142WO/EU	JOULES	European Union Intellectual Property Office	09	Registered	02/10/2018	1437728	13/05/2019	1437728	Same as WO	Joules Limited
T52219EU	JOULES	European Union Intellectual Property Office	12,18,20,24,28	Registered	08/11/2019	018148936	31/01/2022	018148936	08/11/2029	Joules Limited
T54892EU	JOULES	European Union Intellectual Property Office	23,26	Registered	16/09/2020	018308933	27/01/2021	018308933	16/09/2030	Joules Limited
T54892WO/EU	JOULES	European Union Intellectual Property Office	23,26	Registered	17/07/2020	1549414	01/02/2021	1549414	Same as WO	Joules Limited
T67609WO/EU	JOULES	European Union Intellectual Property Office	01,02,16,24,27	Application Filed	14/06/2022				Same as WO	Joules Limited
T33032EU	JOULES RAINING CHAMPIONS	European Union Intellectual Property Office	18,22,25	Registered	27/11/2013	012348553	24/04/2014	012348553	27/11/2023	Joules Limited
T25295EU	Joules signature	European Union Intellectual Property Office	03,04,08,09,14,16,18,20,21,24,25,26,27,28,35	Registered	14/12/2015	014902787	24/06/2016	014902787	14/12/2025	Joules Limited
T32114EU	KNICK KNACKS	European Union Intellectual Property Office	25	Registered	19/03/2013	011667912	14/08/2013	011667912	19/03/2023	Joules Limited
T30904EU	LITTLE JOULE	European Union Intellectual Property Office	18,25,28	Registered	21/09/2012	011208055	30/01/2013	011208055	21/09/2022	Joules Limited
T32524EU	LITTLE JOULE	European Union Intellectual Property Office	09,24,35	Registered	05/06/2013	011875523	12/11/2013	011875523	05/06/2023	Joules Limited
T53368EU	LITTLE JOULE	European Union Intellectual Property Office	12,18,20,24,28	Registered	27/01/2020	018188380	31/01/2022	018188380	27/01/2030	Joules Limited
T46462WO/EU	Lowered Ears Hare Logo	European Union Intellectual Property Office	18,25,35	Registered	19/09/2018	1399863	19/03/2019	1399863	Same as WO	Joules Limited
T48861EU	Lowered Ears Hare Logo	European Union Intellectual Property Office	03,18,20,21,24,27,28	Registered	21/09/2018	017960282	30/01/2019	017960282	21/09/2028	Joules Limited
T49930EU	Lowered ears hare logo	European Union Intellectual Property Office	09,14	Registered	09/01/2019	018007660	06/06/2019	018007660	09/01/2029	Joules Limited
T53369EU	Lowered Ears Hare Logo	European Union Intellectual Property Office	12,18,20,24,28	Registered	27/01/2020	018188140	22/05/2020	018188140	27/01/2030	Joules Limited
T54893EU	Lowered Ears Hare Logo	European Union Intellectual Property Office	23,26	Registered	16/09/2020	018308936	30/01/2021	018308936	16/09/2030	Joules Limited
T54893WO/EU	Lowered Ears Hare Logo	European Union Intellectual Property Office	23,26	Registered	17/07/2020	1549433	01/02/2021	1549433	Same as WO	Joules Limited

Case Ref.	Mark	Country	Local Class(es)	Case Status	Date Filed	Application No.	Registration Date	Registration No.	Next Renewal Date	Charger
T29413EU	MARINERS GRADE	European Union Intellectual Property Office	18,25	Registered (allow to lapse)	03/02/2012	010615243	28/11/2015	010615243	03/02/2032	Joules Limited
T33230EU	MEGA JOULES	European Union Intellectual Property Office	03,18,25	Registered	19/09/2013	012156171	12/02/2014	012156171	19/09/2023	Joules Limited
T49358WO/EU	Mountain Coordinate Logo	European Union Intellectual Property Office	18,25	Registered	05/11/2018	1447970	12/07/2019	1447970	Same as WO	Joules Limited
T41041EU	NEAT FEET	European Union Intellectual Property Office	25	Registered	02/09/2016	015801855	17/01/2017	015801855	02/09/2026	Joules Limited
T34100WO/EU	RIGHT AS RAIN	European Union Intellectual Property Office	25	Registered	03/10/2016	1320081	26/04/2017		Same as WO	Joules Limited
T50652WO/EU	RIGHT AS RAIN	European Union Intellectual Property Office	18	Registered	04/04/2019	1467066	22/10/2019	1467066	Same as WO	Joules Limited
T30169EU	Running Hare Logo	European Union Intellectual Property Office	03,16,18,20,21,24,25,35	Registered	13/12/2012	011424827	03/12/2015	011424827	13/12/2022	Joules Limited
T30169EUB	Running Hare Logo	European Union Intellectual Property Office	14	Registered	08/01/2014	012485272	16/06/2014	012485272	08/01/2024	Joules Limited
T29420EU	SOX FOR A FOX	European Union Intellectual Property Office	18,25	Registered (allow to lapse)	03/02/2012	010615391	14/06/2012	010615391	03/02/2032	Joules Limited
T34002EU	Tea & Crumpets	European Union Intellectual Property Office	25	Registered	24/01/2014	012532867	06/06/2014	012532867	24/01/2024	Joules Limited
T56072EU	THE JOULES FOUNDATION	European Union Intellectual Property Office	18,25,36,37,39,41,45	Registered	07/04/2021	018448319	06/08/2021	018448319	07/04/2031	Joules Limited
T17845EU	TOM JOULE	European Union Intellectual Property Office	18,25,35	Registered	25/04/2007	00658329	08/05/2008	00658329	25/04/2027	Joules Limited
T23467EU	TOM JOULE	European Union Intellectual Property Office	03,08,09,14,20,21,24,28,29,30	Registered	17/09/2009	008557332	22/03/2010	008557332	17/09/2029	Joules Limited
T33722EU	WARM WELCOME	European Union Intellectual Property Office	25	Registered	06/12/2013	012406971	06/05/2014	012406971	06/12/2023	Joules Limited
T21187WO/EU	WELLIBOB	European Union Intellectual Property Office	25	Registered	21/01/2009	992766	06/05/2010	992766	Same as WO	Joules Limited
T32523WO/CN18	BABY JOULE	China	18	Registered	17/06/2013	1184172	26/11/2015	1184172	Same as WO	Joules Limited
T32523WO/CN20	BABY JOULE	China	20	Registered	17/06/2013	1184172	26/11/2015		Same as WO	Joules Limited
T32523WO/CN24	BABY JOULE	China	24	Registered	17/06/2013	1184172	26/11/2015		Same as WO	Joules Limited
T32523WO/CN25	BABY JOULE	China	25	Registered	17/06/2013	1184172	26/11/2015		Same as WO	Joules Limited
T32523WO/CN28	BABY JOULE	China	28	Registered	17/06/2013	1184172	26/11/2015		Same as WO	Joules Limited
T32523WO/CN35	BABY JOULE	China	35	Registered	17/06/2013	1184172	26/11/2015		Same as WO	Joules Limited
T35502CN	Chinese Characters of JOULES	China	25	Registered	08/10/2014	15460635	21/01/2017	15460635	20/01/2027	Joules Limited
T30199CN	Hare Logo	China	25	Registered	26/05/2016	20190694	21/10/2020	20190694	20/10/2030	Joules Limited
T30199WO/CN03	Hare Logo	China	03	Registered	14/06/2012	1155703	18/02/2016	G1155703	Same as WO	Joules Limited
T30199WO/CN16	Hare Logo	China	16	Registered	14/06/2012	1155703	28/07/2015	G1155703	Same as WO	Joules Limited
T30199WO/CN20	Hare Logo	China	20	Registered	14/06/2012	1155703	28/07/2015	G1155703	Same as WO	Joules Limited
T30199WO/CN21	Hare Logo	China	21	Registered	14/06/2012	1155703	24/03/2016	G1155703	Same as WO	Joules Limited
T30199WO/CN25	Hare Logo	China	25	Registered	14/06/2012	1155703	08/12/2020	1155703	Same as WO	Joules Limited
T13150CN18	JOULES	China	18	Registered	22/08/2013	13127023	14/10/2015	13127023	13/10/2025	Joules Limited
T13150CN25	JOULES	China	25	Registered	19/03/2014	14196285	14/03/2016	14196285	13/03/2026	Joules Limited
T13150WO/CN25	JOULES	China	25	Registered	06/12/2006	876494	21/04/2014		Same as WO	Joules Limited
T24539CN	JOULES	China	35	Registered	13/08/2010	8571075	28/09/2011	8571075	27/09/2031	Joules Limited
T30198WO/CN03	JOULES	China	03	Registered	14/06/2012	1159897	02/06/2015	G1159897	Same as WO	Joules Limited
T30198WO/CN16	JOULES	China	16	Registered	14/06/2012	1159897	14/01/2016	G1159897	Same as WO	Joules Limited
T30198WO/CN20	JOULES	China	20	Registered	14/06/2012	1159897	03/06/2015	G1159897	Same as WO	Joules Limited
T30198WO/CN21	JOULES	China	21	Registered	14/06/2012	1159897	02/06/2015	G1159897	Same as WO	Joules Limited
T33823WO/CN16	JOULES	China	16	Registered	18/12/2013	1227913	04/02/2017	1227913	Same as WO	Joules Limited
T33823WO/CN24	JOULES	China	24	Registered	18/12/2013	1227913	07/11/2016	G1227913 (1227913)	Same as WO	Joules Limited
T33823WO/CN27	JOULES	China	27	Registered	18/12/2013	1227913	07/11/2016	G1227913 (1227913)	Same as WO	Joules Limited
T39263WO/CN	JOULES	China	25	Registered	29/02/2016		13/10/2018	G1308866	Same as WO	Joules Limited
T18691CN	Joules Signature	China	25	Registered	31/10/2006	4969816	07/08/2014	4969816	06/09/2024	Joules Limited
T25295CN18	Joules Signature	China	18	Registered	22/08/2013	13127022	14/10/2015	13127022	13/10/2025	Joules Limited
T30904WO/CN18	LITTLE JOULE	China	18	Registered	29/04/2013	1161424	15/12/2014		Same as WO	Joules Limited
T30904WO/CN25	LITTLE JOULE	China	25	Registered	29/04/2013	1161424	15/12/2014	1161424	Same as WO	Joules Limited
T30904WO/CN28	LITTLE JOULE	China	28	Registered	29/04/2013	1161424	15/12/2014		Same as WO	Joules Limited
T32524WO/CN24	LITTLE JOULE	China	24	Registered	17/06/2013	1178768	25/11/2015	1178768	Same as WO	Joules Limited

Exam Ref.	Mark	Country	Local Class(es)	Case Status	Date Filed	Application No.	Registration Date	Registration No.	Next Renewal Date	Charger
T32524WO/CN35	LITTLE JOULE	China	35	Registered	17/06/2013	1178768	25/11/2015	M1178768	Same as WO	Joules Limited
T34100WO/CN	RIGHT AS RAIN	China	25	Registered	03/10/2016	1320081	14/12/2017	1320081	Same as WO	Joules Limited
T50652WO/CN	RIGHT AS RAIN	China	18	Registered	04/04/2019	1467066	23/06/2019		Same as WO	Joules Limited
T17845WO/CN18	TOM JOULE	China	18	Registered	25/10/2007	964827	10/09/2009	964827	Same as WO	Joules Limited
T17845WO/CN25	TOM JOULE	China	25	Registered	25/10/2007	964827		964827	Same as WO	Joules Limited
T24540CN	TOM JOULE	China	35	Registered	14/12/2011	10303359	21/02/2013	10303359	20/02/2023	Joules Limited
T24540CN	TOM JOULES	China	35	Registered	13/08/2010	8571074	28/09/2011	8571074	27/09/2031	Joules Limited
T33722WO/CN	WARM WELCOME	China	25	Registered	04/10/2016	1320997	22/12/2017	1320997	Same as WO	Joules Limited
T21187WO/CN	WELLBOB	China	25	Registered	21/01/2009	892766	06/09/2010	992766	Same as WO	Joules Limited
T30199CL	Hare Logo	Chile	18,25,35	Registered	21/06/2016	1209947	30/03/2017	1242078	30/03/2027	Joules Limited
T13150CL	JOULES	Chile	18,25,35	Registered	21/06/2016	1209942	03/04/2017	1242426	03/04/2027	Joules Limited
T17845CL	TOM JOULE	Chile	35	Registered	21/06/2016	1209945	03/04/2017	1242427	03/04/2027	Joules Limited
T28599CA	CROWN JOULES	Canada	25	Registered	24/03/2016	1774176	07/03/2019	TMA1016759	07/03/2034	Joules Limited
T52211WO/CA	ESTABLISHED IN THE FIELDS OF GREAT BRITAIN	Canada	18,25,35	Examination In Progress	27/01/2020	1532187 (2029462)			Same as WO	Joules Limited
T40359CA	GALLEY GRADE Anchor device	Canada	21,24,25	Registered	08/11/2016	1808525	10/07/2019	TMA1039543	10/07/2029	Joules Limited
T22206CA	Hare Logo	Canada	09	Registered	17/03/2016	1772850	19/06/2018	TMA999346	19/06/2033	Joules Limited
T30199CA	Hare Logo	Canada	03,16,18,20,21,24,25	Registered	14/08/2012	1591072	04/11/2021	TMA1113330	04/11/2031	Joules Limited
T13150CA	JOULES	Canada	18,25,35	Registered	27/04/2007	1345514	08/03/2010	TMA761105	08/03/2025	Joules Limited
T30198CA	JOULES	Canada	03,16,20,21,24	Registered	14/08/2012	1591071	20/03/2019	TMA1017754	20/03/2034	Joules Limited
T33823CA	JOULES	Canada	09,16,24,27	Registered	08/01/2014	1658851	04/09/2019	TMA1052628	04/09/2029	Joules Limited
T39744CA	JOULES	Canada	14	Registered	17/03/2016	1772853	22/07/2019	TMA1043687	22/07/2029	Joules Limited
T48862WO/CA	JOULES	Canada	03,18,20,21,24,27,28	Application Filed	29/07/2021	1651413 (2174489)			Same as WO	Joules Limited
T67808WO/CA	JOULES	Canada	01,02,16,24,27	Application Filed	14/06/2022				Same as WO	Joules Limited
T22114CA	KNICK KNACKS	Canada	25	Registered	19/09/2013	1644294	17/11/2015	TMA920454	17/11/2030	Joules Limited
T22114CAA	KNICK KNACKS	Canada	25	Registered	11/10/2013	1647646	17/11/2015	920463	17/11/2030	Joules Limited
T30904CA	LITTLE JOULE	Canada	18,25,28	Registered	03/09/2014	1692287	07/07/2016	TMA942746	07/07/2031	Joules Limited
T45462CA	Lowered Ears Hare Logo	Canada	18,25,35	Examination In Progress	24/09/2018	1921647				Joules Limited
T48861WO/CA	Lowered Ears Hare Logo	Canada	03,18,19,20,21,24,27,28	Application Filed	29/07/2021	1515159 (2129557)			Same as WO	Joules Limited
T49359CA	Mountain Coordinate Logo	Canada	18,25	Registered	08/11/2018	1929568	15/09/2022	TMA1122981	15/09/2032	Joules Limited
T34100CA	RIGHT AS RAIN	Canada	25	Registered	05/10/2016	1803496	25/07/2018	TMA1001507	25/07/2033	Joules Limited
T34100CAA	RIGHT AS RAIN	Canada	18	Application Filed	30/04/2019	1960969				Joules Limited
T30169CA	Running Hare Logo	Canada	18,25,35	Registered	28/02/2013	1616129	20/11/2015	TMA920901	20/11/2030	Joules Limited
T34002CA	Tea & Crumpets	Canada	25	Registered	24/07/2014	1686790	20/11/2015	TMA920876	20/11/2030	Joules Limited
T17845CA	TOM JOULE	Canada	18,25,35	Registered	24/10/2007	1369042	29/07/2011	TMA803231	29/07/2026	Joules Limited
T33722CA	WARM WELCOME	Canada	25	Registered	10/11/2016	1809009	02/10/2018	TMA1005969	02/10/2033	Joules Limited
T21187CA	WELLBOB	Canada	25	Registered	21/01/2009	1425218	21/07/2011	TMA802625	21/07/2026	Joules Limited
T30199BR18	Hare Logo	Brazil	18	Registered	18/06/2012	840164572	30/06/2015	840164572	30/06/2025	Joules Limited
T30199BR25	Hare Logo	Brazil	25	Registered	18/06/2012	840164602	30/06/2015	840164602	30/06/2025	Joules Limited
T13150BR18	JOULES	Brazil	18	Registered	18/06/2012	840164629	30/06/2015	840164629	30/06/2025	Joules Limited
T13150BR25	JOULES	Brazil	25	Registered	18/06/2012	840164637	30/06/2015	840164637	30/06/2025	Joules Limited
T45462BR18	Lowered Ears Hare Logo	Brazil	18	Registered	07/06/2021	923192069	24/05/2022	923192069	24/05/2032	Joules Limited
T45462BR25	Lowered Ears Hare Logo	Brazil	25	Registered	07/06/2021	923192093	24/05/2022	923192093	24/05/2032	Joules Limited
T45462BR35	Lowered Ears Hare Logo	Brazil	35	Registered	07/06/2021	923192131	24/05/2022	923192131	24/05/2032	Joules Limited
T30211BR	TOM JOULE	Brazil	35	Registered	18/06/2012	840164610	01/09/2015	840164610	01/09/2025	Joules Limited
T30211BR18	TOM JOULE	Brazil	18	Registered	19/12/2013	840734077	30/08/2016	840734077	30/08/2026	Joules Limited
T30211BR25	TOM JOULE	Brazil	25	Registered	10/12/2013	840734085	30/08/2016	840734085	30/08/2026	Joules Limited
T13150BH18	JOULES	Bahrain	18	Registered	23/07/2017	119981	25/02/2018	119981	23/07/2027	Joules Limited
T13150BH25	JOULES	Bahrain	25	Registered	23/07/2017	119982	25/02/2018	119982	23/07/2027	Joules Limited
T13150BH35	JOULES	Bahrain	35	Registered	23/07/2017	119983	25/12/2017	119983	23/07/2027	Joules Limited
T33823WO/BH16	JOULES	Bahrain	16	Registered	18/12/2013	1227913	18/06/2016	1227913	Same as WO	Joules Limited
T33823WO/BH24	JOULES	Bahrain	24	Registered	18/12/2013	1227913	18/06/2016		Same as WO	Joules Limited
T33823WO/BH27	JOULES	Bahrain	27	Registered	18/12/2013	1227913			Same as WO	Joules Limited
T50713BH16	JOULES (Arabic translation)	Bahrain	16	Registered	23/04/2019	125971	31/10/2019	125971	23/04/2029	Joules Limited
T50713BH25	JOULES (Arabic translation)	Bahrain	25	Registered	23/04/2019	125972	31/10/2019	125972	23/04/2029	Joules Limited
T50713BH35	JOULES (Arabic translation)	Bahrain	35	Registered	23/04/2019	125973	31/10/2019	125973	23/04/2029	Joules Limited
T30199BH18	Lowered Ears Hare Logo	Bahrain	18	Registered	23/07/2017	119978	25/12/2017	119978	23/07/2027	Joules Limited
T30199BH25	Lowered Ears Hare Logo	Bahrain	25	Registered	23/07/2017	119979	09/01/2018	119979	23/07/2027	Joules Limited
T30199BH35	Lowered Ears Hare Logo	Bahrain	35	Registered	23/07/2017	119980	25/12/2017	119980	23/07/2027	Joules Limited
T17845BH18	TOM JOULE	Bahrain	18	Registered	28/05/2009	76572	28/05/2009	76572	28/05/2029	Joules Limited
T17845BH25	TOM JOULE	Bahrain	25	Registered	28/05/2009	76573	28/05/2009	76573	28/05/2029	Joules Limited

Case Ref.	Mark	Country	Local Class(es)	Case Status	Date Filed	Application No.	Registration Date	Registration No.	Next Renewal Date	Charger
T17845BH35	TOM JOULE	Bahrain	35	Registered	28/05/2009	76574	28/05/2009	76574	28/05/2029	Joules Limited
T50714BH18	TOM JOULE (Arabic translation)	Bahrain	18	Registered	23/04/2019	125975	31/10/2019	125975	23/04/2029	Joules Limited
T50714BH25	TOM JOULE (Arabic translation)	Bahrain	25	Registered	23/04/2019	125976	31/10/2019	125976	23/04/2029	Joules Limited
T50714BH35	TOM JOULE (Arabic translation)	Bahrain	35	Registered	23/04/2019	125978	31/10/2019	125978	23/04/2029	Joules Limited
T32523WO/AU	BABY JOULE	Australia	18,20,24,25,28,35	Registered	17/06/2013	1184172 (1595135)	27/02/2014	1184172 (1595135)	Same as WO	Joules Limited
T52211WO/AU	ESTABLISHED IN THE FIELDS OF GREAT BRITAIN	Australia	18,25,35	Registered	27/01/2020	1532187 (2090144)	16/11/2020	1532187 (2090144)	Same as WO	Joules Limited
T22206AU09	Hare Logo	Australia	09	Registered	16/11/2015	1734867	24/06/2016	1734867	16/11/2025	Joules Limited
T30199WO/AU	Hare Logo	Australia	03,16,18,20,21,24,25,35	Registered	14/06/2012	1155703 (1553578)	17/07/2013	1155703 (1553578)	Same as WO	Joules Limited
T13150WO/AU	JOULES	Australia	18,25,35	Registered	06/12/2005	876494	13/03/2006	876494 (1198930)	Same as WO	Joules Limited
T23468WO/AU	JOULES	Australia	14	Registered	20/10/2016	1325581 (1818183)	26/07/2017	1325581 (1818183)	Same as WO	Joules Limited
T30198WO/AU	JOULES	Australia	03,16,20,21,24	Registered	14/06/2012	1159887 (1553979)	14/08/2013	1159887 (1553979)	Same as WO	Joules Limited
T33823WO/AU	JOULES	Australia	09,16,24,27	Registered	18/12/2013	1227913 (1665247)	30/03/2015	1227913 (1665247)	Same as WO	Joules Limited
T48862WO/AU	JOULES	Australia	03,18,20,21,24,27,28	Examination In Progress	29/07/2021	1651413 (2258163)		1651413 (2258163)	Same as WO	Joules Limited
T54892WO/AU	JOULES	Australia	23,26	Registered	17/07/2020	1549414	24/02/2021	1549414 (2118820)	Same as WO	Joules Limited
T67608WO/AU	JOULES	Australia	01,02,16,24,27	Application Filed	14/06/2022				Same as WO	Joules Limited
T30904WO/AU	LITTLE JOULE	Australia	18,25,28	Registered	29/04/2013	1161424	30/10/2013	1161424 (1562401)	Same as WO	Joules Limited
T32524WO/AU	LITTLE JOULE	Australia	09,24,35	Registered	17/06/2013	1178768	15/01/2014	1178768 (1587436)	Same as WO	Joules Limited
T45462WO/AU	Lowered Ears Hare Logo	Australia	18,25,35	Registered	01/12/2017	1399863 (1924137)	04/12/2018	1399863 (1924137)	Same as WO	Joules Limited
T48861WO/AU	Lowered Ears Hare Logo	Australia	03,18,19,20,21,24,27,28	Registered	28/07/2021	1515159 (2205647)	20/04/2022	1515159 (2205647)	Same as WO	Joules Limited
T54893WO/AU	Lowered Ears Hare Logo	Australia	23,26	Registered	17/07/2020	1549433 (2118871)	24/02/2021	1549433 (2118871)	Same as WO	Joules Limited
T49358WO/AU	Mountain Coordinate Logo	Australia	18,25	Registered	05/11/2018	1447970 (1987965)	23/08/2019	1447970 (1987965)	Same as WO	Joules Limited
T34100WO/AU	RIGHT AS RAIN	Australia	25	Registered	03/10/2016	1320081 (1811198)	01/05/2017	1320081 (1811198)	Same as WO	Joules Limited
T50652WO/AU	RIGHT AS RAIN	Australia	18	Registered	04/04/2019	1467066 (2009551)	17/01/2020	1467066 (2009551)	Same as WO	Joules Limited
T30169AU	Running Hare Logo	Australia	18,25,35	Registered	01/03/2013	1543973	10/09/2015	1543973	01/03/2023	Joules Limited
T34002WO/AU	Tea & Crumpets	Australia	25	Registered	24/07/2014	1215048	18/12/2014	1215048 (1644932)	Same as WO	Joules Limited
T17845WO/AU	TOM JOULE	Australia	18,25,35	Registered	25/10/2007	964827	20/11/2008	964827 (1248294)	Same as WO	Joules Limited
T33722WO/AU	WARM WELCOME	Australia	25	Registered	04/10/2016	1320997 (1812723)	19/05/2017	1320997 (1812723)	Same as WO	Joules Limited
T21187WO/AU	WELLBOB	Australia	25	Registered	21/01/2009	992766	13/08/2009	992766	Same as WO	Joules Limited
T30199AR18	Hare Logo	Argentina	18	Registered	19/06/2012	3172683	22/10/2013	2601344	22/10/2023	Joules Limited
T30199AR25	Hare Logo	Argentina	25	Registered	19/06/2012	3172682	22/10/2013	2601342	22/10/2023	Joules Limited
T13150AR18	JOULES	Argentina	18	Registered	19/06/2012	3172684	22/10/2013	2601345	22/10/2023	Joules Limited
T13150AR25	JOULES	Argentina	25	Registered	19/06/2012	3172685	22/10/2013	2601346	22/10/2023	Joules Limited
T30211AR	TOM JOULE	Argentina	35	Registered	19/06/2012	3172686	26/03/2014	2636311	26/03/2024	Joules Limited

EXECUTION PAGES

For and on behalf of Barclays Bank PLC



Marc Romain
Head Wholesale Lending Operations

The Chargors:

EXECUTED as a **DEED** by **JOULES GROUP PLC**
acting by two directors



Signature of Director

Caroline York

Name of Director

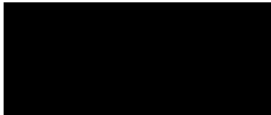


Signature of Director

Nicholas Jones

Name of Director

EXECUTED as a **DEED** by **JOULES LIMITED** acting
by two directors



Signature of Director

Caroline York

Name of Director

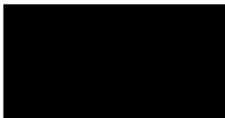


Signature of Director

Nicholas Jones

Name of Director

EXECUTED as a **DEED** by **JOULES INVESTMENTS
HOLDINGS LIMITED** acting by two directors



Signature of Director

Caroline York

Name of Director

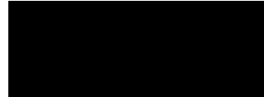


Signature of Director

Nicholas Jones

Name of Director

EXECUTED as a **DEED** by **JOULES DEVELOPMENTS LIMITED** acting by two directors



Signature of Director

Caroline York

Name of Director



Signature of Director

Nicholas Jones

Name of Director

EXECUTED as a **DEED** by **JOULES PROPERTY LIMITED** acting by two directors



Signature of Director

Caroline York

Name of Director

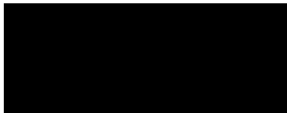


Signature of Director

Nicholas Jones

Name of Director

EXECUTED as a **DEED** by **THE GARDEN TRADING COMPANY LIMITED** acting by two directors



Signature of Director

Caroline York

Name of Director



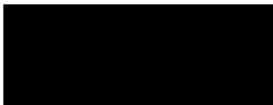
Signature of Director

Nicholas Jones

Name of Director

The Agent:


EXECUTED as a **DEED** by **JOULES GROUP PLC** acting by two directors



Signature of Director

Caroline York

Name of Director



Signature of Director

Nicholas Jones

Name of Director