



**Registration of a Charge**

Company name: **CAMBRIDGE AUDIO LIMITED**

Company number: **02845725**



Received for Electronic Filing: **02/03/2020**

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**Details of Charge**

Date of creation: **28/02/2020**

Charge code: **0284 5725 0001**

Persons entitled: **METRO BANK PLC**

Brief description: **ALL TRADEMARKS LISTED IN SCHEDULE 2 OF THE DOCUMENT.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**DAVID HARRISON**



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

Company number: 2845725

Charge code: 0284 5725 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th February 2020 and created by CAMBRIDGE AUDIO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd March 2020 .

Given at Companies House, Cardiff on 3rd March 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dated 28 FEBRUARY 2020

1. CAMBRIDGE AUDIO LIMITED
2. METRO BANK PLC

## Debenture

This Debenture is made as a Deed on the 28 day of FEBRUARY 2020  
**BETWEEN:**

- (1) **CAMBRIDGE AUDIO LIMITED** incorporated and registered in England and Wales with registered number 02845725 whose registered office is at Gallery Court, Hankey Place, London, SE1 4BB (the **Chargor**); and
- (2) **METRO BANK PLC** whose registered office is at One Southampton Row, London, WC1B 5HA (registered number 6419578) (the **Lender**).

This Deed witnesses as follows:

## 1 DEFINITIONS AND INTERPRETATION

**Administrator** means an administrator appointed to manage the affairs, business and property of the Chargor pursuant to this Deed;

**Borrower** means Audio Partnership Plc incorporated and registered in England and Wales with registered number 02953313 whose registered office is at Gallery Court, Hankey Place, London, SE1 4BB;

**Charged Assets** means all the property, assets and rights charged under this Deed;

**Costs** means all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on costs;

**Domain Name(s)** means the internet domain name(s) set out in Schedule 4;

**Encumbrance** means any mortgage, charge (whether fixed or floating), option, pledge, lien, hypothecation, assignment, trust arrangement, title retention (other than title retention arising in the ordinary course of trading as a result of a supplier's standard terms of business) or other right having the effect of constituting security and any agreement, whether conditional or otherwise, to create any of the foregoing;

**Enforcement Event** means an event described in Clauses 11.1.1 to 11.1.3 inclusive;

**Expenses** means all fees and legal and other costs charges and expenses which the Lender or any Receiver may charge or incur in relation to the Chargor or this Deed or any Relevant Agreement and the preparation, negotiation and creation of this Deed and/or in relation to the Charged Property and/or breach of any provision of, and the protection realisation or enforcement of, this Deed or any Relevant Agreement, in each case on a full indemnity basis;

**Financial Collateral** shall have the meaning given to that expression in the Financial Collateral Regulations;

**Financial Collateral Regulations** means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226);

**Fixed Charged Assets** means all the property, assets and rights charged under Clauses 2.2.1 to 2.2.11 inclusive;

**Floating Charged Assets** means all the property, assets and rights charged under Clause 2.2.12;

**Full Title Guarantee** has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994;

**Insolvency Event** means in relation to any person (whether an individual or a body corporate) (i) that person becomes insolvent or unable to pay its debts as they fall due or (ii) any steps are taken for or with a view to the making of an administration order or the appointment of an administrator or trustee in bankruptcy in respect of that person or any steps are taken for or with a view to the winding-up, dissolution, liquidation, reconstruction or reorganisation of that person or (iii) a bankruptcy petition is presented or (iv) that person enters into a voluntary arrangement or other dealing with any of its creditors with a view to avoiding, or in expectation of, insolvency or stopping or threatening to stop payments to creditors generally or (v) an encumbrancer takes possession or a trustee in bankruptcy (in the case of an individual) or a receiver or manager is appointed of the whole or any material part of that person's assets and includes any equivalent or analogous proceedings by whatever name known in whatever jurisdiction;

**Intellectual Property** has the meaning given in Clause 2.2.10.

**Interest** means interest at the highest prevailing rate charged to the Chargor by the Lender from time to time under any Relevant Agreement and if there is no such agreement, interest shall be computed and compounded according to the Lender's usual rates and practice and so that interest shall be computed and compounded as well after as before any demand made or decree or judgment obtained under this Deed;

**LPA** means the Law of Property Act 1925 (as amended);

**Property** means the property described in Schedule 1;

**Receiver** means a receiver and/or administrator and/or manager (and, if permitted by law, an administrative receiver) of any or all of the Charged Assets appointed under this Deed;

**Relevant Agreement** means any agreement or instrument from time to time constituting or evidencing the Secured Liabilities as amended or supplemented from time to time;

**Secured Liabilities** means all or any monies and liabilities which are for the time being and from time to time (and whether on or at any time after demand) due, owing or payable, or expressed to be due, owing or payable, in whatsoever manner to the Lender by any Chargor and/or the Borrower, whether actually or contingently, solely or jointly and whether as principal or surety, together with Interest and Expenses and all other charges or commission which the Lender may charge or incur in respect of any of those matters; and

**Security** means the security constituted by this Deed;

**Security Financial Collateral Arrangement** shall have the meaning given to that expression in the Financial Collateral Regulations;

**Specified IPR** means the intellectual property and other rights listed in Schedule 2 to Schedule 4; and

**Specified Trademarks** means each trademark listed in Schedule 2 which is registered in the United States of America or a member state of the European Union; and

**UK Trademarks** means any trademark of the Company which is registered in the United Kingdom.

1.1 In this Deed, unless the context otherwise requires:

1.1.1 the expressions "Chargor" and "Lender" where the context admits include their respective successors in title and assigns;

1.1.2 any reference to any statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any

modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this Deed;

- 1.1.3 a reference to "assets" includes present and future properties, undertakings, revenues, rights and benefits of every description;
  - 1.1.4 interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select;
  - 1.1.5 references to the freehold and leasehold property of the Chargor and the Charged Assets include any part of it or them;
  - 1.1.6 references to clauses, sub-clauses and schedules are references to the clauses and sub-clauses of, and schedules to, this Deed.
- 1.2 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of any Relevant Agreement and of any side letters between any parties in relation to any Relevant Agreement are incorporated in this Deed.
- 1.3 If the Lender considers that an amount is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.4 If and to the extent that any matter expressly permitted under the terms of any Relevant Agreement constitutes a breach of this Deed, that Relevant Agreement shall, or so long as amounts are outstanding, prevail and the Lender shall be deemed to have consented to that matter for the purposes of this Deed.

## **2 CHARGE**

- 2.1 The Chargor will pay to the Lender the Secured Liabilities immediately on demand as and when the same are expressed to be due for payment in accordance with their respective terms.
- 2.2 The Chargor with Full Title Guarantee charges to the Lender as continuing security for the payment and discharge of the Secured Liabilities all the Chargor's rights, title, interest and benefit in each of the following:
- 2.2.1 by way of first legal mortgage all the freehold and leasehold property of the Chargor (including the property described in Schedule 1) now vested in it together with all buildings and fixtures (including trade and other fixtures and tenants fixtures) and fixed plant and machinery owned by the Chargor and from time to time in or on such property and the proceeds of sale of such assets;
  - 2.2.2 by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Chargor;
  - 2.2.3 by way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Chargor;
  - 2.2.4 by way of fixed charge all the plant and machinery vehicles and computer equipment of the Chargor present and future and all associated warranties and maintenance contracts;
  - 2.2.5 by way of fixed charge all furniture furnishings equipment tools and other chattels of the Chargor present and future;

- 2.2.6 by way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Chargor;
  - 2.2.7 by way of fixed charge all the goodwill and uncalled capital of the Chargor present and future;
  - 2.2.8 by way of fixed charge all stocks shares and other securities of the Chargor present and future and all income and rights derived from or attaching to the same;
  - 2.2.9 by way of fixed charge the Specified IPR;
  - 2.2.10 by way of fixed charge (and to the extent not already comprised within the Specified IPR) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, domain names, rights in get-up, rights in goodwill or to sue for passing off or unfair competition, copyrights, rights in the nature of copyright, database rights, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, and other intellectual property rights held or to be held by the Chargor or in which it may have an interest, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, the benefit of all past, present and future causes of action in respect of breach, infringement or otherwise of any of the foregoing and the benefit of all agreements relating to the use of or licensing or exploitation of any of the foregoing (owned by the Chargor or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world ("Intellectual Property");
  - 2.2.11 by way of fixed charge all book debts and other debts of the Chargor present and future and the proceeds of payment or realisation of each of them; and
  - 2.2.12 by way of floating charge all the undertaking and all property assets and rights of the Chargor present and future not subject to a fixed charge under this Deed.
- 2.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created pursuant to this Deed and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986.

### **3 RESTRICTIONS**

- 3.1 The Chargor will not without the previous consent of the Lender:
- 3.1.1 dispose of the Fixed Charged Assets;
  - 3.1.2 sell, give or share possession of, grant or agree to grant any interest, lease or tenancy of or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy or any part of the Fixed Charged Assets; or
  - 3.1.3 deal with the Chargor's book debts and other debts otherwise than by collecting them in the ordinary course of the Chargor's business and in particular the Chargor will not realise its book debts and other debts by means of block discounting factoring or the like; or
  - 3.1.4 dispose of the Floating Charged Assets other than in the ordinary course of business; or



- 3.1.5 save as is at the date of this Deed routinely and frequently done as part of the normal business operations of the Chargor, grant to any person or entity any licence, right or interest under or in respect of any of the Specified IPR and the Intellectual Property; or
- 3.1.6 save as is routinely and frequently done as part of the normal business operations of the Chargor, enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any of the Specified IPR and the Intellectual Property on the occurrence or non-occurrence of any future event or circumstance whatever; or
- 3.1.7 amend the specification of any registered trade mark included in the Specified IPR and the Intellectual Property or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered; or
- 3.1.8 amend the specification or drawings referred to in any granted patent included in the Specified IPR and the Intellectual Property; or
- 3.1.9 save as permitted in this Deed, use the Lender's name in or join the Lender into any proceedings relating to infringement or ownership of any of the Specified IPR and the Intellectual Property; or
- 3.1.10 create or attempt to create or permit to arise or subsist any Encumbrance upon any part of the Charged Assets; or
- 3.1.11 do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this Deed.

#### **4 COVENANTS**

- 4.1 The Chargor shall comply with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Charged Assets.
- 4.2 The Chargor shall: (a) promptly provide to the Lender whatever information, documents or papers relating to the Charged Assets as the Lender may from time to time request; and (b) inform the Lender promptly of any acquisition by the Chargor of, or contract made by the Chargor to acquire, any freehold, leasehold or other interest in Property.
- 4.3 The Chargor shall: (a) at all times keep in good and substantial repair and condition all the Charged Assets including, without limitation, all buildings, erections, structures and fixtures and fittings on and in the Property; (b) keep all equipment on the Property in good repair, working order and condition and fit for its purpose; and (c) where it is uneconomic to repair any part of the Charged Assets, replace such part by another similar asset of equal or greater quality and value.
- 4.4 The Chargor shall not factor or discount its book debts, and shall get in and realise all its book and other debts in the ordinary course of business and pay the proceeds of those book and other debts into an account of the Chargor with the Lender or to such other account as the Lender may request.
- 4.5 The Chargor shall not exercise any of its respective rights and powers in relation to any of the stocks shares and other securities charged by this Debenture in any manner which, in the opinion of the Lender, would prejudice the effectiveness of, or the ability of the Lender to realise, the security created by or pursuant to this Debenture.

4.6 The Chargor shall at the Chargor's cost:

- (a) duly register the charge created by this Deed over each of the Specified Trademarks; and
- (b) if requested by the Lender (acting reasonably) duly register the charge created by this Deed over each UK Trademark (if capable of such registration),

in such register or registers or with such authorities as may be available for the purpose in the relevant place of registration for that trademark, and in such name or names as may be required by the law of the place of registration.

4.7 Without prejudice to its obligations under the above Clause 4.6 the Chargor irrevocably authorises the Lender to effect such registrations or carry out such acts or things at the expense of the Chargor as shall, in the opinion of the Lender, be necessary or prudent to protect the Lender's interest in relation to the Specified Trademarks, the UK Trademarks and the Intellectual Property or to protect or maintain the Specified Trademarks, UK Trademarks and the Intellectual Property. The Chargor shall give the Lender all such reasonable assistance as it may request.

4.8 The Chargor shall, if requested by the Lender and at the Chargor's cost, execute all such further assignments, transfers, charges or other documents in such form as the Lender may require and do all acts that the Lender may require to perfect or enforce the Security taken by this Deed (including for vesting or enabling the Lender to vest the same in itself or its nominees or in any purchaser or to facilitate realisation of the Charged Assets or the exercise of the powers conferred on the Lender by this Deed, or to record the interest of, the Lender in any of the registers or with any of the authorities referred to in the above Clause 4.6).

4.9 The Chargor shall at the Chargor's cost:

4.9.1 notify the Lender forthwith on the coming to its knowledge of any infringement, suspected infringement or any challenge to the validity of any of the Specified IPR and the Intellectual Property and supply the Lender with all information in the Chargor's possession relating to such circumstances;

4.9.2 if so requested by the Lender (but not otherwise), commence diligently and prosecute in the name of the Chargor (but at the direction of the Lender), or (at the absolute discretion of the Lender) allow the Lender in the Chargor's name and at the Chargor's expense to commence and/or prosecute, all proceedings as may be commenced by or in the name of the Chargor and as may be necessary to prevent infringement or, as applicable, continued infringement of any of the Specified IPR and the Intellectual Property and/or seek damages in respect of such infringement.

4.10 The Chargor shall promptly upon becoming aware of the same give the Lender notice in writing of any breach of: (a) any representation or warranty set out in Clause 5; and (b) any covenant set out in this Clause 4.

4.11 The Chargor shall permit the Lender and any Receiver and any person appointed by either of them to enter upon any premises of the Chargor and inspect any Property or Charged Asset during normal business hours upon reasonable prior notice.

4.12 The Chargor shall, at the cost of the Chargor:

4.12.1 preserve and maintain the subsistence and validity of the Specified IPR and the Intellectual Property necessary for its business;

- 4.12.2 make registrations and pay all registration fees and taxes necessary to maintain the Specified IPR and the Intellectual Property in full force and effect and record its interest in the Specified IPR and the Intellectual Property;
- 4.12.3 not use or permit the Specified IPR and the Intellectual Property to be used in a way or take any step or omit to take any step in respect of the Specified IPR and the Intellectual Property which may materially and adversely affect the existence or value of the Specified IPR and the Intellectual Property or imperil the right of the Chargor to use such property; and
- 4.12.4 not discontinue the use of the Specified IPR and the Intellectual Property.

## **5 REPRESENTATIONS AND WARRANTIES**

5.1 The Chargor represents and warrants to the Lender on each day during the continuance of the Security that:

- 5.1.1 it is duly incorporated with limited liability, validly existing under the laws of its jurisdiction of incorporation and has the power to own its assets and carry on its business as it is being conducted;
- 5.1.2 it has the power and authority to execute, deliver and perform its obligations under this Debenture and the transactions contemplated by them;
- 5.1.3 the execution, delivery and performance of the obligations in, and transactions contemplated by, this Debenture does not and will not contravene any of the Chargor's constitutional documents, any agreement or instrument binding on the Chargor or its assets, or any applicable law or regulation;
- 5.1.4 it has taken all necessary action and obtained all required or desirable consents to enable it to execute delivery and perform its obligations under this Debenture and to make this Debenture admissible in evidence in its jurisdiction of incorporation. Any such authorisations are in full force and effect;
- 5.1.5 its obligations under this Debenture are legal, valid, binding and enforceable;
- 5.1.6 it is the legal and beneficial owner of the Charged Assets free from any Encumbrance other than the Encumbrances created by this Deed;
- 5.1.7 the Specified IPR comprises all the Chargor's registered and unregistered trade marks, all the Chargor's patents, registered designs and utility models (and applications for any of them) and all the Chargor's Domain Names;
- 5.1.8 it has not received or acknowledged notice of any adverse claim by any person in respect of any Charged Asset or any interest in it;
- 5.1.9 there are no claims, judgments or settlements to be paid by the Chargor or claims or litigation or revocation actions or invalidity actions pending in relation to the Specified IPR and the Intellectual Property;
- 5.1.10 there are no Encumbrances or other matters whatever, which adversely affect the Charged Assets;
- 5.1.11 there is no breach of any law or regulation, which adversely affects the Charged Assets;
- 5.1.12 no facility necessary for the enjoyment and use of the Charged Assets is subject to terms entitling any person to terminate or curtail its use;

- 5.1.13 nothing has arisen or has been created or is subsisting, which would be an overriding interest in any Property;
- 5.1.14 the Chargor has taken all formal or procedural actions (including the payment of fees) required to maintain in force all of the Specified IPR and all of the Intellectual Property;
- 5.1.15 the Specified IPR, and the Intellectual Property subsisting at the date of this Deed, are in force and have not been adjudged invalid or unenforceable, whether in whole or in part; and
- 5.1.16 to the best of the Chargor's knowledge, the exploitation of the Charged Assets as at the date of this Deed does not infringe any intellectual property rights held by any third party.

## **6 INSURANCE**

- 6.1 The Chargor will maintain insurance on and in relation to the Charged Assets in accordance with any applicable Relevant Agreement and in any event, with reputable underwriters or insurance companies against such risks to the extent usual for persons carrying on a business such as that carried on by it and such other risks as the Lender may from time to time reasonably require from it and will in so far as is possible, note the interest of the Lender on such policies and will provide copies of all such insurance policies to the Lender on request.
- 6.2 The Chargor shall procure that the Lender's interest is noted on all its insurance policies, as the Lender may require.
- 6.3 The Chargor will hold in trust for the Lender all money received under any insurance of the Charged Assets and at the Lender's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Secured Liabilities.

## **7 DEEDS SECURITIES AND DEBTS**

- 7.1 The Chargor will from the date of this Deed, deposit with the Lender all original insurance policies, deeds and documents of title relating to the Charged Assets.
- 7.2 The Chargor will if, so required by the Lender, pay into such account or such accounts as the Lender may specify from time to time all money which the Chargor may receive in respect of the Chargor's book debts and other debts, and, upon the occurrence of an Enforcement Event which is continuing, shall not be entitled to withdraw or otherwise deal with such amounts from such account without the prior written consent of the Lender.

## **8 CRYSTALLISATION OF FLOATING CHARGE**

- 8.1 Subject to Clause 8.2 the Lender may by written notice to the Chargor convert the floating charge created by Clause 2.2.12 into a fixed charge as regards any of the Charged Assets specified in such notice if:
  - 8.1.1 an Enforcement Event is continuing; or
  - 8.1.2 the Lender considers the relevant Charged Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy.
- 8.2 Clause 8.1 shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

- 8.3 The floating charge created by Clause 2.2.12 will, without notice from the Lender, be deemed to have been automatically converted into a fixed charge with effect immediately prior to the occurrence of the following events:
- 8.3.1 in respect of any Floating Charged Assets which are the subject of any disposal or Encumbrance entered into or permitted to exist in breach of Clause 3.1.10 or in respect of which any person levies or attempts to levy any distress, attachment, execution or other legal process; or
  - 8.3.2 in respect of all the Floating Charged Assets, if and when the Chargor ceases to carry on business or to be a going concern; or
  - 8.3.3 in respect of all the Floating Charged Assets, an Insolvency Event.
- 8.4 Any asset acquired by the Chargor after any crystallisation of the floating charge created under this Deed which but for such crystallisation would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of first fixed charge.
- 9 POWERS OF THE LENDER**
- 9.1 The Lender may without restriction grant or accept surrenders of leases of the Chargor's freehold and leasehold property or any part of it.
- 9.2 Sections 103 and 109 of the LPA shall not apply to this Deed nor to any sale by the Lender or a Receiver under that Act and the Secured Liabilities shall be deemed to have become due, and the statutory power of sale and the power to appoint a Receiver under Section 101 of the LPA (as varied and extended under this Deed) as between the Lender or such Receiver and a purchaser from the Lender or such Receiver arise and shall be exercisable at any time after the execution of this Deed.
- 9.3 The Lender may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Charged Assets and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for the Receiver's acts defaults and remuneration.
- 9.4 All or any of the powers conferred on a Receiver by Clause 12 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment.
- 9.5 The Lender will not be liable to account to the Chargor as mortgagee in possession for any money not actually received by the Lender.
- 9.6 Section 93(1) of the LPA shall not apply to this Deed.
- 9.7 The Lender shall be entitled (but shall not be bound) to remedy a breach at any time by the Chargor of any of its obligations contained in this Deed and the Chargor irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.
- 9.8 The rights of the Lender under this Clause 9 are without prejudice to any other rights of the Lender under this Deed and the exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.
- 9.9 At any time after the security constituted by this Deed shall have become enforceable, the Lender or any Receiver:
- 9.9.1 may dispose of any chattels or produce found on any Property as agent for the Chargor; and

9.9.2 without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Chargor against any liability arising from such disposal.

9.10 At any time after the security constituted by this Deed shall have become enforceable or after any powers conferred by any Encumbrance having priority to this Deed shall have become exercisable, the Lender may:

9.10.1 redeem such or any other prior Encumbrance or procure its transfer to itself; and

9.10.2 settle any account of the holder of any prior Encumbrance.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Chargor and all monies paid by the Lender to an encumbrancer in settlement of such an account shall, as from its payment by the Lender, be due from the Chargor to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities.

9.11 The Lender may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not being a party to this Deed (whether or not such person or persons are jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Deed or to the liability of the Chargor for the Secured Liabilities.

9.12 At any time after the security constituted by this Deed shall have become enforceable or after any powers conferred by any Encumbrance having priority to this Deed shall have become exercisable, the Chargor shall at its own expense, forthwith on first demand by the Lender execute and deliver to the Lender an assignment in respect of all of the items comprising the Specified IPR and the Intellectual Property and in such form as the Lender shall require, and in default the Lender shall have the unconditional right and power, in the name and on behalf of the Chargor, to effect such an assignment.

## **10 ACCOUNTS**

10.1 If the Lender receives notice of any subsequent Encumbrance or other interest affecting all or part of the Charged Assets, the Lender may open a new account or accounts for the Chargor in the Lender's books and (without prejudice to the Lender's right to combine accounts) no money paid to the credit of the Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities.

10.2 If the Lender does not open a new account or accounts immediately on receipt of notice under Clause 10.1, unless the Lender gives express written notice to the contrary to the Chargor, as from the time of receipt of the relevant notice by the Lender all payments made by the Chargor to the Lender shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

10.3 If the Lender shall have more than one account for the Chargor in its books, the Lender may at any time after:

10.3.1 the security constituted by this Deed has become enforceable; or

10.3.2 the Lender has received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Assets,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit but the Lender shall notify the Chargor of the transfer once made.

## **11 ENFORCEMENT**

11.1 This Security shall be enforceable immediately, and the Secured Liabilities shall become immediately due and payable to the extent not already due or demanded in accordance with their terms if:-

11.1.1 an Insolvency Event occurs in respect of the Chargor;

11.1.2 the Chargor breaches a provision of any Relevant Agreement; or

11.1.3 payment of any of the Secured Liabilities is demanded by the Lender.

11.2 No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned:

11.2.1 to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable; or

11.2.2 to see to the application of any money paid to the Lender or any Receiver.

11.3 Neither the Lender nor any Receiver nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets nor shall any of them be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable.

## **12 RECEIVERS**

12.1 Any Receiver appointed by the Lender shall be a Receiver and manager and shall have the powers conferred on administrative receivers (notwithstanding that such Receiver is not an administrative receiver) by Section 42 and Schedule 1, Insolvency Act 1986 and shall (in addition to all powers conferred on him by law or by this Deed) have the following powers:

12.1.1 to take possession of and generally manage the Charged Assets and any business of the Chargor;

12.1.2 to carry out on any freehold or leasehold property of the Chargor any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment;

12.1.3 to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;

12.1.4 to sell, lease, surrender or accept surrenders of leases, charge or otherwise deal with or dispose of the Charged Assets without restriction including (without limitation) power to dispose of any fixtures separately from the land;

12.1.5 to carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Chargor;

12.1.6 to make any arrangement, settlement or compromise between the Chargor and any other person which he may think expedient;

12.1.7 to appoint managers, officers, servants, workmen and agents for the aforesaid purposes at such salaries and for such periods and on such terms as he may determine;

- 12.1.8 to effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, any other insurance;
  - 12.1.9 to exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986; and
  - 12.1.10 to do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Deed or which he lawfully may or can do as agent for the Chargor.
- 12.2 Any Receiver appointed by the Lender under this Deed shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.
- 12.3 All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this Deed shall be applied:
- 12.3.1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it);
  - 12.3.2 second in paying the remuneration of any Receiver (as agreed between him and the Lender);
  - 12.3.3 third in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine; and
  - 12.3.4 finally in paying any surplus to the Chargor or any other person entitled to it.
- 12.4 Neither the Lender nor any Receiver shall be bound to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.
- 12.5 All monies received by the Lender or a Receiver under this Deed may, at the discretion of the Lender or Receiver, be credited to any suspense or securities realised account without any obligation on the part of the Lender to apply the same in or towards discharge of the secured liabilities and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Chargor and may be held in such account for so long as the Lender or Receiver thinks fit.
- 13 POWER OF ATTORNEY**
- 13.1 The Chargor, by way of security for the payment of the Secured Liabilities and the performance by the Chargor of its obligations under this Deed, irrevocably appoints the Lender (whether or not a Receiver has been appointed) and also (as a separate appointment) the Receiver severally as the Attorney or Attorneys of the Chargor (with full power of substitution and delegation) in the Chargor's name and on the Chargor's behalf and as the Chargor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Lender or any Receiver pursuant to this Deed or the exercise of any of their powers.
- 13.2 The Chargor ratifies and confirms and agrees to ratify and confirm anything which any of its Attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Deed.



**14 APPOINTMENT OF AN ADMINISTRATOR**

- 14.1 The Lender may without notice to the Chargor appoint any one or more persons to be an administrator of the Chargor pursuant to paragraph 14 Schedule B1 of the Insolvency Act 1986 if this debenture becomes enforceable.
- 14.2 Any appointment under this Clause 14 shall:
- 14.2.1 be in writing signed by a duly authorised signatory of the Lender, and
  - 14.2.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied.
- 14.3 The Lender may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this Clause 14 and appoint under that paragraph a replacement for any Administrator whose appointment ends for any reason.

**15 LIABILITY OF CHARGOR**

- 15.1 The liability of the Chargor under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:
- 15.1.1 any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or
  - 15.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person; or
  - 15.1.3 any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Chargor.
- 15.2 The Chargor waives any right it may have of requiring the Lender to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this Deed against the Chargor.
- 15.3 The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including any sums payable to it under this Deed).

**16 RIGHT OF APPROPRIATION**

To the extent that the Charged Assets constitute Financial Collateral and this Deed and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after the security constituted this Deed has become enforceable, to appropriate all or any of that Charged Assets in or towards the payment and/or discharge of the Secured Liabilities in such order as the Lender in its absolute discretion may from time to time determine. The value of any Charged Asset appropriated in accordance with this Clause shall be the price of that Charged Asset at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select (including independent valuation). The Chargor agrees that the methods of valuation provided for in this Clause are commercially reasonable for the purposes of the Financial Collateral Regulations.



**17        PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE**

- 17.1        This Deed is in addition to any other security present or future held by the Lender for the Secured Liabilities and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender.
- 17.2        The Security shall be a continuing security for the Secured Liabilities and shall not be satisfied, discharged or affected by any intermediate payment or settlement of account (whether or not any Secured Liabilities remain outstanding thereafter) or any other matter or thing whatsoever.
- 17.3        The Chargor will at its own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further to secure on the Charged Assets the Secured Liabilities.

**18        COSTS AND INDEMNITY**

- 18.1        The Chargor shall pay to or reimburse the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender and/or any Receiver in relation to:
- 18.1.1        this Deed or the Charged Assets; or
- 18.1.2        protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or the Receiver's rights under this Deed; or
- 18.1.3        suing for, or recovering, any of the Secured Liabilities,
- (including, without limitation, the Costs of any proceedings in relation to this Deed or the Secured Liabilities) together with Interest.
- 18.2        The Lender and any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Assets in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:
- 18.2.1        the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Deed; or
- 18.2.2        any matter or thing done or omitted to be done in relation to the Charged Assets under those powers; or
- 18.2.3        any default or delay by the Chargor in performing any of its obligations under this Deed.

**19        ASSIGNMENT AND TRANSFER**

- 19.1        The Lender may at any time, without the consent of the Chargor, assign or transfer the whole or any part of the Lender's rights and/or obligations under this Deed to any person.
- 19.2        The Chargor may not assign any of its rights or transfer any of its obligations under this Deed or enter into any transaction, which would result in any of those rights or obligations passing to another person.

**20        MISCELLANEOUS**

- 20.1        The rights and powers of the Lender conferred by this Deed are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law.



- 20.2 Any waiver or variation of any right by the Lender (whether arising under this Deed or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given and shall not prevent the Lender from subsequently relying on the relevant provision.
- 20.3 No act or course of conduct or negotiation by or on behalf of the Lender shall in any way preclude the Lender from exercising any right or power under this Deed or constitute a suspension or variation of any such right or power.
- 20.4 No delay or failure to exercise any right or power under this Deed shall operate as a waiver.
- 20.5 No single or partial exercise of any right under this Deed shall prevent any other or further exercise of that or any other such right.
- 20.6 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.
- 20.7 This Deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.
- 20.8 A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Deed.
- 20.9 If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

## **21 REGISTERED LAND**

The Chargor consents to the entry of the following restriction against the Chargor's title to the Property at the Land Registry and shall provide the Lender with all necessary assistance and/or documentation to permit entry of the restriction:

"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 dated 202[•] in favour of **Metro Bank Plc** referred to in the charges register, or their conveyancer."

## **22 NOTICES**

- 22.1 Any notice or demand by the Lender may be served personally on any director or the secretary of the Chargor or may be sent by post or fax or delivered to the Chargor at the Chargor's address last known to the Lender.
- 22.2 A notice or demand by the Lender by post shall be deemed served on the day after posting.
- 22.3 A notice or demand by the Lender by fax shall be deemed served at the time of sending.

## **23 GOVERNING LAW**

- 23.1 This Deed shall be governed by, and construed in accordance with, English law.
- 23.2 Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England in respect of any claim or matter arising out of or in connection with this Deed.



IN WITNESS whereof this Deed has been duly executed the day and year first before





**Schedule 1**

**FREEHOLD AND LEASEHOLD PROPERTY**
















## **Schedule 2**

### **REGISTERED AND UNREGISTERED TRADE MARKS**



Schedule of Trade Marks for the Client Audio Partnership Plc. - Applicant Cambridge Audio Limited

Case Ref	Applicant	Mark	Image	Classes	App Date	App No	Regn Date	Regn No	Country	Status	Goods
T3784J	Cambridge Audio Limited	CAMBRIDGE AUDIO & Device		N/A	23-Nov-94	788370	28-Nov-96	466264	Canada	Granted	Amplifiers, tuners, turntables, tone arms, cartridges, gramophone pickups, loudspeakers, hi-fidelity audio recording and reproducing equipment; record players, compact disc players, radios, cassette players, microphones; magnetic tapes for or bearing sound recordings; electric cables; electric connectors; television and video recorders.
T3784AA	Cambridge Audio Limited	CAMBRIDGE AUDIO & Device		9	23-Nov-94	831471984.0	23-Nov-94	430538	Switzerland	Granted	Amplifiers, tuners, turntables, tone arms, cartridges, gramophone pickups, loudspeakers, hi-fidelity audio recording and reproducing equipment; record players, compact disc players, radios, cassette players, microphones; magnetic tapes for or bearing sound recordings; electric cables; electric connectors; television and video recorders, all being goods produced or assembled in the UK.
T3784C	Cambridge Audio Limited	CAMBRIDGE AUDIO & Device		9	08-Jan-95	H4HC0101210	02-Dec-96	IDM000056050	Indonesia	Granted	Amplifiers, tuners, turntables, tone arms, cartridges, gramophone pickups, loudspeakers, hi-fidelity audio recording and reproducing equipment; record players, compact disc players, radios, cassette players, microphones; magnetic tapes for or bearing sound recordings; electric cables, electric connectors, televisions and video recorders, scientific, nautical, surveying and electrical apparatus and instruments (including wireless) photographic, cinematographic, optical weighing, measuring, signalling, checking (supervision) life-saving and teaching apparatus and instruments coin or counter-feed apparatus, talking machines, cash registers, calculating machines, fire-extinguishing apparatus.
T3784Q	Cambridge Audio Limited	CAMBRIDGE AUDIO & Device		9	21-Nov-94	95635	21-Nov-94	95635	Israel	Granted	Amplifiers, tuners, turntables, tone arms, cartridges, gramophone pickups, loudspeakers, hi-fidelity audio recording and reproducing equipment; record players, compact disc players, radios, cassette players, microphones; magnetic tapes for or bearing sound recordings; electric cables, electric connectors, television and video recorders; all included in class 9.
T3784E	Cambridge Audio Limited	CAMBRIDGE AUDIO & Device		9	12-Oct-94	94009323	15-May-98	94009323	Malaysia	Granted	Amplifiers, tuners, turntables, tone arms, cartridges, gramophone pickups loudspeakers, hi-fidelity audio recording and reproducing equipment, record players, compact disc players, radios, cassette players, microphones, magnetic tapes for or bearing sound recordings, electric cables, electric connectors, televisions and video recorders all included in class 9.
T3784T	Cambridge Audio Limited	CAMBRIDGE AUDIO & Device		9	28-Nov-94	TP22459	28-Nov-94	RTM54453	Nigeria	Granted	Amplifiers, tuners, turntables, tone arms, cartridges, gramophone pickups, loudspeakers, hi-fidelity audio recording and reproducing equipment; record players, compact disc players, radios, cassette players, microphones; magnetic tapes for or bearing sound recordings; electric cables, electric connectors, televisions and video recorders.
T3784U	Cambridge Audio Limited	CAMBRIDGE AUDIO & Device		9	21-Nov-94	946547	18-Apr-96	172428	Norway	Granted	Amplifiers, tuners, turntables, tone arms, cartridges, gramophone pickups loudspeakers, hi-fidelity audio recording and reproducing equipment, record players, compact disc players, radios, cassette players, microphones, magnetic tapes for or bearing sound recordings; electric cables, electric connectors, televisions and video recorders
T3784EE	Cambridge Audio Limited	CAMBRIDGE AUDIO & Device		9	12-Jul-96	284549	12-Jul-96	284549	New Zealand	Granted	Amplifiers, tuners, turntables, tone arm cartridges, gramophone pickups, loudspeakers, hi-fidelity audio recording and reproducing equipment; record players, compact disc players, radios, cassette players, microphones; magnetic tapes for or bearing sound recordings; electric cables, electric connectors; televisions and video recorders.
T3784X	Cambridge Audio Limited	CAMBRIDGE AUDIO & Device		9	22-Nov-94	94040949	15-Sep-97	156179	Russian Federation	Granted	Audio recording and reproducing equipment, namely: amplifiers, tuners, turntables, tone arms, cartridges, gramophone pickups, loudspeakers, record players, compact disc players, radios, cassette players, microphones; magnetic tapes for bearing sound recordings; electric cables, electric connectors; television and video recorders.
T3784F	Cambridge Audio Limited	CAMBRIDGE AUDIO & Device		9	14-Oct-94	S/8934/94	14-Oct-94	T9408934Z	Singapore	Granted	Amplifiers, tuners, turntables, tone arms, cartridges, gramophone pickups, loudspeakers, hi-fidelity audio recording and reproducing equipment; record players, compact disc players, radios, cassette players, microphones; magnetic tapes for or bearing sound recordings; electric cables, electric connectors, televisions and video recorders.
T3784G	Cambridge Audio Limited	CAMBRIDGE AUDIO & Device		9	22-Dec-94	278080	22-Dec-94	Kor 41755	Thailand	Granted	Amplifiers, tuners, turntables, tone arms, cartridges, gramophone pickups, loudspeakers, hi-fidelity audio recording and reproducing equipment, record players, compact disc players, radios, cassette players, microphones, magnetic tapes for or bearing sound recordings; electric cables, electric connectors, television and video recorders.
T3784BB	Cambridge Audio Limited	CAMBRIDGE AUDIO & Device		9	08-Nov-94	83070627	01-Jan-96	702523	Taiwan	Granted	Amplifiers, tuners, turntables, tone arms, cartridges, gramophone pickups, loudspeakers, hi-fidelity audio recording and reproducing equipment, record players, compact disc players, radios, cassette players, microphones, magnetic tapes for or bearing sound recordings; electric cables, electric connectors, television and video recorders.

T3784.CC	Cambridge Audio Limited	CAMBRIDGE AUDIO & Device	Cambridge Audio	9	05-Dec-94	94124215	19-Jul-99	12759	Ukraine	Granted	Amplifiers, tuners, turntables, tone arms, cartridges, gramophone pickups, loudspeakers, hi-fidelity audio recording and reproducing equipment, record players, compact disc players, radios, cassette players, microphones, magnetic tapes for or bearing sound recordings, electric cables, electric connectors, televisions and video recorders
T3784.US	Cambridge Audio Limited	CAMBRIDGE AUDIO & Device	Cambridge Audio	9	20-Feb-04	761576590	08-Aug-06	3127941	USA	Granted	Hi-fidelity audio recording and reproducing equipment, namely amplifiers stereo tuners, audio turntables, tone arms intended for use as components of audio turntables, phonograph cartridges, gramophone pickups, loud-speakers, record players, compact disc players, radios, cassette players, microphones, blank magnetic audio tapes and pre-recorded audio tapes featuring musical and spoken word sound recordings, electric cables, electric connectors, televisions and video recorders in class 9 (US class 21,23,26,36 and 38)
T3784.Y	Cambridge Audio Limited	CAMBRIDGE AUDIO & Device	Cambridge Audio	9	22-Nov-94	9412769	08-May-97	9412769	South Africa	Granted	Amplifiers, tuners, turntables, tone arms, cartridges, gramophone pickups, loudspeakers, hi-fidelity audio recording and reproducing equipment, record players, compact disc players, radios, cassette players, microphones, magnetic tapes for or bearing sound recordings, electric cables, electric connectors, television and video recorders.
T5979.CT	Cambridge Audio Limited	CAMBRIDGE AUDIO new logo	Cambridge Audio	9	08-Jan-09	007505688	20-Oct-09	007505688	CTM	Granted	Apparatus for recording, transmission or reproduction of sound or images, magnetic data carriers; recording discs; amplifiers, tuners, turntables; tone arms, cartridges, gramophone pickups, loudspeakers, hi-fidelity audio recording and reproducing equipment, record players, compact disc players, radios, cassette players, microphones; magnetic tapes for or bearing sound recordings; electric cables, electric connectors, televisions and video recorders.
T5979.HK	Cambridge Audio Limited	CAMBRIDGE AUDIO new logo	Cambridge Audio	9	28-Aug-09	301416348	28-Aug-09	301416348	Hong Kong	Granted	Apparatus for recording, transmission or reproduction of sound or images; amplifiers, radio tuners, turntables, digital to analogue converters, network media players, portable media player accessories, headphones, tone arms, gramophone pickups, loudspeakers, hi-fidelity audio recording and reproducing equipment; record players, media renderers, audio servers, video servers, audio client playback devices, video client playback devices, compact disc players, digital video disc players, blu-ray disc players with optical disc format that uses a blue-violet laser, portable media player docking systems, personal computer music systems, radios, microphones; interconnectors cables and associated connectors, electric cables, televisions and video recorders; parts and fittings for all the aforementioned goods.
T6701.CN	Cambridge Audio Limited	BALL DEVICE		9	05-Jun-12	11022237	07-Oct-13	11022237	China	Granted	Sound transmitting apparatus; Sound recording apparatus; Sound recording carriers; Sound reproduction apparatus; CD discs; Portable media players; Amplifiers; Loudspeakers; Headphones; Compact disc players; Cables, electric; Computer peripheral devices; Microphones; Receivers (audio- and video-); Video recorders; DVD players; Data processing apparatus; Computer software, recorded; Computer programs (downloadable software); Optical discs; Compact discs (audio-video); Electronic publications, downloadable; Monitoring apparatus, electric; Record players; Players of audio-video content from networks or the internet; optical disc players; Computer connected audio-video equipment; Radios.

### **Schedule 3**

#### **PATENTS, REGISTERED DESIGNS AND UTILITY MODELS AND APPLICATIONS FOR ANY OF THEM**

The patents, registered designs and utility models (and application for any of them) set out in the table below together with all related registered designs, utility models, applications for any of them and the rights to apply for any of them in any part of the world, in each case whensoever arising and all related confidential information, know how, copyright and rights in the nature of copyright, design rights or any similar rights in any part of the world and, in each case, all prolongations, renewals, divisionals and extensions of any of the foregoing:





## **Schedule 4**

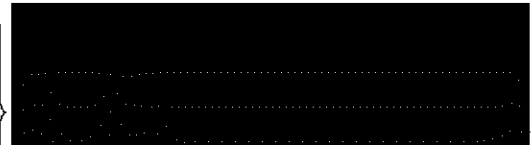
### **DOMAIN NAMES AND RELATED MEDIA**



## EXECUTION

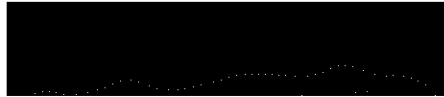
### The Chargor

Executed as a deed by **CAMBRIDGE AUDIO LIMITED**  
acting by a director in the presence of:



Director

Witness signature



Name  
(in block capitals)

AUGERIO GROSSI

Address



### The Lender

Executed as a deed by **METRO BANK PLC** acting by its  
attorney in the presence of:

}

Witness signature

Name  
(in block capitals)

Address

Occupation

