

1

ASSIGNMENT OF APPLICATION FOR PATENT.

THIS ASSIGNMENT is made the 31st day of JULY, 1991,
BETWEEN NORTHERN LIGHT MUSIC LIMITED of Aurora Studios,
Grindleton, Clitheroe, Lancashire, BB7 4RL (hereinafter called
"the Assignor") of the one part, and SELECT HEARING SYSTEMS
LIMITED, of Audio House, Grindleton, Clitheroe, Lancashire,
BB7 4RL (hereinafter called "the Assignee") of the other part.

WHEREAS

(A) The Assignor is entitled to the benefit of the patent
application in the United Kingdom of Great Britain and Northern
Ireland and the Isle of Man Number ~~9027784-9~~ (hereinafter referred
to as "the Application").

(B) The parties hereto have agreed that the Application should
be transferred by the Assignor to the Assignee for the
consideration hereinafter set forth.

NOW IT IS HEREBY AGREED

(1) Pursuant to the consideration set out below and in
consideration of the sum of £1.00 now paid by the Assignee to
the Assignor (the receipt whereof is hereby acknowledged) the
Assignor as beneficial owner hereby assigns to the Assignee:

The Application, the right, title, and interest therein and
all the rights, powers, privileges and immunities arising
or accrued therefrom free from all incumbrances to the
intent that the grant of a patent pursuant to the
Application shall be in the name of and shall vest in the
Assignee

TO HOLD unto the Assignee absolutely

"A" (2) The Assignee hereby covenants with the Assignor that the Assignee shall not assign any of its rights and benefits hereunder other than subject to the terms of this assignment and upon condition that the party in whose favour such disposition is made shall enter into an agreement with the Assignor in terms of this clause and clause (3) and (4) below.

(3) In further consideration of the assignment the Assignee shall pay to the Assignor a royalty of 5% of the ex-works invoice price of any articles which fall within the scope of the Application. The Assignee shall also pay to the Assignor 50% of any payments received in respect of commercial rights. In the event that Mr. Andrew J.J. Hall is no longer a Director of the Assignee nor under its direct employ, [or if the Assignee is acquired by a third party] [or if the Assignor Mr. Andrew J.J. Hall is no longer the majority shareholder of the assets of the Company] then the royalty rate applicable under this clause shall be re-negotiable.

(4) Payment due under the preceding clause shall be made monthly, accompanied by a statement showing the quantities, invoice prices and other relevant information relating to sales of articles covered by the Application during that month.

(5) At the request and cost of the Assignee the Assignor shall assist the prosecution of the Application to grant and will execute all such documents and do all such acts as may be necessary or proper to obtain the acceptance of the Application and for procuring the grant of a Patent pursuant to the Application. In the event that the Comptroller of Patents sends to either party under Rule 37 of the Patents Rules 1978 observations made by virtue of s.21 Patents Act 1977, the Assignor shall render to the Assignee all information and assistance within his power with a view to satisfying the Comptroller that a patent shall issue substantially in the form applied for.

(6) In the event that the validity of any patent granted pursuant to the Application is challenged on any point upon which the Assignor has or can procure information or advice which may assist in meeting and defeating or reducing the effect of such a challenge, the Assignor agrees and/or undertakes to supply or procure the supply of such information and/or advice without unreasonable delay but subject to the right to charge for costs and expenses incurred pursuant to this provision.

" b" (7) The Assignor has not done and will not do any act, matter or thing whereby the patent applied for in the Application may be invalidated.

" C" (8) While the Agreement remains in force the Assignee will not do any act, matter or thing whereby the patent applied for in the Application may be invalidated.

" C" (9) IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a large transaction or of a series of transactions in respect of which the amount in value or the aggregate amount or value of the consideration exceeds £30,000 pounds.

IN WITNESS whereof the Assignor and the Assignee have set their hands the day and year first above written.

SIGNED by the Assignor by

Andrew Hall in
the presence of: John D. H.

SIGNED on behalf of the Assignee by

John D. H. in
the presence of: John D. H.

ASSIGNMENT OF INVENTION

2

This Assignment is made the Eighteenth day of DECEMBER 1991 between Northern Light Music Limited of Aurora Studios, Grindleton, Clitheroe, Lancashire (hereinafter called the "Assignor") and Select Hearing Systems Limited of Audio House, Grindleton, Clitheroe, Lancashire (hereinafter called the "Assignee")

WHEREAS:

- (A) The Assignor is entitled to the benefit of an invention relating to an improved hearing system called the Conversor and described in UK patent application number 9027784.9 (hereinafter called the 'Application').
- (B) The Assignor has by virtue of an agreement with the Assignee dated 31st July 1991 (the 'Agreement') transferred to the Assignee all rights in the Application.
- (C) The parties hereto have agreed that all other rights pertaining to the Conversor shall be assigned to the Assignee for the consideration set forth hereinafter.

NOW IT IS HEREBY AGREED:

- (1) In consideration of one pound sterling, the receipt of which is hereby acknowledged, all rights, powers, privileges and immunities relating to the Conversor not already assigned under the Agreement, are hereby assigned and transferred unto the Assignee.
- (2) The Assignee hereby covenants with the Assignor that the Assignee shall not assign any of its rights and benefits hereunder other than subject to the terms of this assignment and upon condition that the party in whose favour such disposition is made shall enter into an agreement with the Assignor in terms of this clause and clause (3) below.
- (3) In further consideration of the assignment the Assignee shall pay to the Assignor a royalty of 5% of the ex-works invoice price of any articles which fall within the scope of the Application. The Assignee shall also pay to the Assignor 50% of any payments received in respect of commercial rights. In the event that Mr. Andrew J.J. Hall is no longer a Director of the Assignee nor under its

direct employ, [or if the Assignee is acquired by a third party] [or if the Assignor Mr. Andrew J.J. Hall is no longer the majority shareholder of the assets of the Company] then the royalty rate applicable under this clause shall be re-negotiable.

- (4) IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a large transaction or of a series of transactions in respect of which the amount in value or the aggregate amount or value of the consideration exceeds £30,000 pounds.

In witness whereof the Assignor and the Assignee have set their hands the day and year first above written.

Signed by and on behalf of the Assignor

Andrew Hall

in the presence of:

A. E. E. Hall

Signed by and on behalf of the Assignee

J. Hall

in the presence of:

A. E. E. Hall

page two of two



Chartered Patent Attorneys
European Patent Attorneys
Registered Trade Mark Attorneys
European Trade Mark Attorneys

Wilson Gunn M'Caw
Also at Birmingham, Chesterfield, Stockport, London† and Guildford†

41-51 Royal Exchange
Cross Street
Manchester M2 7BD
England

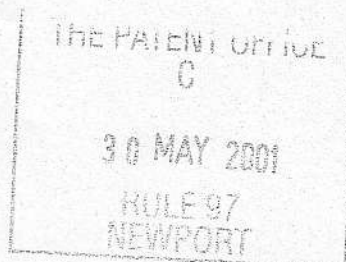
Tel: +44 (0)161 827 9400
Fax: +44 (0)161 832 4905
E-mail: wgm@wilsongunn.com
Web: http://wilsongunn.com

Our Ref: WGD/JER/JW

Your Ref:

Date: 29 May 2001

The Comptroller,
The Patent Office,
Cardiff Road,
Newport,
Gwent,
NP10 8QQ.



Dear Sir,

Re: UK Patent No. 2267412
Radio-Based Hearing Aid System
Select Hearing Systems Limited

Please register the assignment of the above referenced patent to Sense-Sonic Limited on the Patents Register. In connection with this request we enclose Patents Form 21/77 along with a certified copy of an assignment dated 6 April 2001.

Yours faithfully,

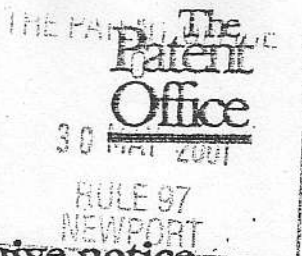
Wilson Gunn M'Caw
Wilson Gunn M'Caw.

Bill Downey, B.Sc. (ENG), EPA, CPA, MITMA, ETMA, Barry Quest, M.A. (Oxon), EPA, CPA, MITMA, ETMA, Mark Goodwin, B.Sc., EPA, CPA, MITMA, ETMA,
Bruce Marsh, M.A. (Cantab), MITMA, ETMA, Richard Hill, B.Sc., EPA, CPA, ETMA

Ian Middlemist, EPA, CPA, MITMA, ETMA, Patricia Phillips, B.Sc., EPA, CPA, MITMA, ETMA, Michael Croft, EPA, CPA, MITMA, ETMA,
James Robey, M.Sc. (Dunelm) EPA, CPA, ETMA, Natalie Brindle, LL.B. (Hons), ETMA, Michael Douglas, B.Sc., Ph.D., Lucy Hepworth, M.Chem., Ph.D.

Consultant: Peter Low, EPA, CPA. Trade Mark Consultant: Kathryn Johnson, MITMA, ETMA

† in association with Gee & Co.



21/77

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**Application to register or give notice
of rights acquired in a patent or in an
application for a patent**

(see the notes on the back of this form)

The Patent Office

Cardiff Road
Newport
Gwent NP9 1RH

1. Your reference

WGD/JER/JW/Sense-Sonic

2. Patent application or patent number(s)
(see notes (c) & (d))

2267412

3. Full name and address of the or of each patent
applicant or proprietor (as currently on the
register or application(s))

SELECT HEARING SYSTEMS LIMITED,
3RD FLOOR, PETER HOUSE,
ST. PETER'S SQUARE, MANCHESTER,
M1 5AB, UNITED KINGDOM.

"A"

Patents ADP number (if you know it)

4. Full name and address of the or of each person
making this application (leave blank if this is the
same as given in part 3 above)

Patents ADP number (if you know it)

5. Give details of the transaction, instrument
or event which affects the rights in the or each
patent application or patent identified in part
2 above, including its date and the names of all
the parties involved, including for corporate
bodies the country and, if appropriate, state
of incorporation.
(see note (d))

AN ASSIGNMENT DATED 6 APRIL 2001
BETWEEN SELECT HEARING SYSTEMS LIMITED
AND SENSE-SONIC LIMITED, BOTH COMPANIES
INCORPORATED IN ENGLAND.

Name of your agent (if you have one)

WILSON GUNN M'CAW

"Address for service" in the United Kingdom to
which all correspondence should be sent
(including the postcode)

WILSON GUNN M'CAW
41-51 ROYAL EXCHANGE,
CROSS STREET,
MANCHESTER,
M2 7BD.

"B"

Patents ADP number (if you know it)

7153927001

7. (Name of each signatory should also be entered, and status if relevant)
(see note e)

I/we hereby confirm that rights as indicated in part 5 above have been acquired and that any necessary stamp duty has been paid.

Signature(s)

Date

Wilson Gunn M'caul
WILSON GUNN M'CAW

29 /05/00

"C"

8. Name and daytime telephone number of person to contact in the United Kingdom

MR. J.E. ROBEY
0161-827-9400

Notes

- a) "you need help to fill in this form or you have any questions, please contact the Patent Office on 0645 500505.
- b) Write your answers in capital letters using black ink or you may type them.
- c) You may use this form for more than one application or patent if the same transaction, instrument or event is involved.
- d) Section 33 (3) of the Patents Act 1977 specifies the relevant transactions, instruments and events (which include assignments, licences and mortgages).
- e) Part 7 should be signed and dated by or on behalf of the person(s) making this application. Documentary evidence sufficient to establish the transaction should accompany this form if:
- in the case of an assignment, part 7 is not also signed by or on behalf of the other parties named in part 5, or
 - in the case of a mortgage or the grant of a licence or security, it is not also signed by or on behalf of the mortgagor or grantor of the licence or security (if not the person named in part 4).
- f) If there is not enough space for all the relevant details on any part of this form, please continue on a separate sheet of paper and write "see continuation sheet" in the relevant part(s) of the form. Any continuation sheets should be attached to this form.
- g) For details of the fee and ways to pay, please contact the Patent Office.

"D"

DATED 6th April 2001

SELECT HEARING SYSTEMS LIMITED (1)
and
SENSE-SONIC LIMITED (2)

ASSIGNMENT
of Registered Patents



ADDLESHAW BOOTH & CO

THIS ASSIGNMENT is made on 6th April

2001

BETWEEN:

- (1) **SELECT HEARING SYSTEMS LIMITED** (Company Number 2580540) whose registered office is at 3rd Floor Peter House St Peter's Square Manchester M1 5AB (hereinafter called "**the Assignor**") acting by its Liquidator **DERMOT JUSTIN POWER** ("**the Liquidator**").
- (2) **SENSE-SONIC LIMITED** (Company Number 3975609) whose registered office is at 3rd Floor King Edward House Jordangate Macclesfield Cheshire SK10 1EE (hereinafter called "**the Assignee**").

WHEREAS:

- (A) The Assignor is the registered proprietor of the patents details of which are set out in the Schedule (hereinafter called "**the Patents**").
- (B) The parties have agreed that such (if any) right title and interest as the Assignor may have in and to the Patents should be transferred by the Assignor to the Assignee for the consideration hereinafter mentioned.

NOW THIS DEED WITNESSETH as follows:

- 1 Pursuant to the Agreement for the Sale of Assets dated 6th April 2001 between the parties and in consideration of the sum of £1 now paid by the Assignee to the Assignor (the receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns unto the Assignee such (if any) right title and interest as the Assignor may have in and to the Patents together with all of the rights, powers, privileges and warranties arising or accrued therefrom TO HOLD unto the Assignee absolutely.

2 It is hereby agreed and declared that no personal liability whatsoever in connection with this Assignment shall fall on the Liquidator or any member of his staff.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first above written.

The Schedule


The Patents

<u>Country</u>	<u>Patent Number</u>	<u>Title</u>
United Kingdom	GB 2267412	Radio Based Hearing Aid System
European (Austria, Germany, Denmark, France and Netherlands)	Application No: 92901834.9	Hearing Aid System
United States of America	08/384,395	Radio Based Hearing Aid System

Executed as a deed by D J POWER
as Liquidator for and
behalf of **SELECT HEARING SYSTEMS**
LIMITED in the presence of:



Witness


Signature 

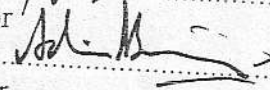
Name N J Johnson

Address 3rd floor, Peter House

Oxford St, Manchester M15AS

Executed as a deed by **SENSE-SONIC**
LIMITED acting by two Directors:


Director


Director

Secretary

I, Julie Ann Walton, a Secretary in the firm of Wilson Gunn M'Caw, 41-51 Royal Exchange, Cross Street, Manchester, M2 7BD, hereby certify that the attached is a true copy of the original dated 6 April 2001.

Julie Ann Walton

Julie Ann Walton



Wilson Gunn M'Caw
41-51 Royal Exchange
Cross Street
MANCHESTER
M2 7BD



Copy



INVESTOR IN PEOPLE

The Patent Office
Patents Directorate

Concept House
Cardiff Road, Newport
South Wales NP10 8QQ
United Kingdom

Direct line: 01633 814564
†E-mail: tammy.steer@patent.gov.uk
Switchboard: 01633 814000
Minicom: 08459 222250
Fax: 01633 814563
DX 722540/41 Cleppa Park 3
<http://www.patent.gov.uk>

Your reference: WGD/JER/JW/Sense-Sonic
Our reference: TS107/2201

12 June 2001

Dear Sir(s)

Patents Act 1977: Patents Rules 1995
Application/Patent No: GB2267412
Form 21/77 Filed on: 30th May 2001

I am writing to acknowledge receipt of the above form and accompanying documents.

I note that the address of Select Hearing Systems Limited as shown in the accompanying documents is different from that on the Patent Office Records. Would you please confirm that the address, as shown on the documents, is the correct address of Select Hearing Systems Limited at the date of the transaction. Our records show: Select Hearing Systems Limited, Audio House Grindleton CLITHEROE Lancashire BB7 4RL

If I can be of assistance, please do not hesitate to contact me.

Yours faithfully

Tammy Steer
Patent Assignments

†Use of E-mail: Please note that e-mail should be used to file correspondence only.



Chartered Patent Attorneys
European Patent Attorneys
Registered Trade Mark Attorneys
European Trade Mark Attorneys

7
Wilson Gunn M'Caw

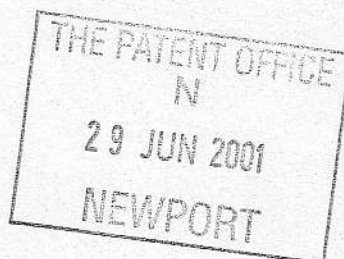
Also at Birmingham, Chesterfield, Stockport, London[†] and Guildford[†]

41-51 Royal Exchange
Cross Street
Manchester M2 7BD
England

Tel: +44 (0)161 827 9400
Fax: +44 (0)161 832 4905
E-mail: wgm@wilsongunn.com
Web: http://wilsongunn.com

Our Ref: WGD/JER/JW/Sense-Sonic
Your Ref: TS107/2201
Date: 28 June 2001

The Patent Office,
Cardiff Road,
Newport,
Gwent,
NP10 8QQ.



For the attention of Tammy Steer

Dear Sir,

Re: UK Patent No. 2267412
assignment to Sense-Sonic Limited

We confirm that the address shown on the assignment document is the correct address of Select Hearing Systems Limited at the date of the transaction.

Yours faithfully,

Wilson Gunn M'Caw.

Bill Downey, B.Sc. (ENG), EPA, CPA, MITMA, ETMA, Barry Quest, M.A. (Oxon), EPA, CPA, MITMA, ETMA, Mark Goodwin, B.Sc., EPA, CPA, MITMA, ETMA, Bruce Marsh, M.A. (Cantab), MITMA, ETMA, Richard Hill, B.Sc., EPA, CPA, ETMA

Ian Middlemist, EPA, CPA, MITMA, ETMA, Patricia Phillips, B.Sc., EPA, CPA, MITMA, ETMA, Michael Croft, EPA, CPA, MITMA, ETMA, James Robey, M.Sc. (Dunelm), EPA, CPA, ETMA, Natalie Brindle, LL.B. (Hons), ETMA, Michael Douglas, B.Sc., Ph.D., Lucy Hepworth, M.Chem., Ph.D.

Consultant: Peter Low, EPA, CPA. Trade Mark Consultant: Kathryn Johnson, MITMA, ETMA

[†] In association with Gee & Co.



INVESTOR IN PEOPLE

Wilson Gunn M'Caw
41-51 Royal Exchange
Cross Street
MANCHESTER
M2 7BD

COPY

The Patent Office
Patents Directorate

Concept House
Cardiff Road, Newport
South Wales NP10 8QQ
United Kingdom

Direct line: 01633 814564
†E-mail: tammy.steer@patent.gov.uk
Switchboard: 01633 814000
Minicom: 08459 222250
Fax: 01633 814563
DX 722540/41 Cleppa Park 3
<http://www.patent.gov.uk>

Your reference: WGD/JER/JW/Sense-Sonic
Our reference: TS 107/2201

9 July 2001

Dear Sir(s)

Patents Act 1977: Patents Rules 1995
Application No. GB2267412

Thank you for the application for registration made on Form 21/77 (and for the accompanying documentary evidence) which is filed on GB2267412.

In confirmation I enclose a copy of an extract from the Register of Patents showing that the recordal requested has been made and showing the name(s) of the present proprietor(s) and the address for service. Please notify me by return if anything is not correct. If the Register already reflects the correct address for service, and the entry at box 6 merely confirms that fact, no further action is necessary. In order to ensure that correspondence is not mis-directed and lost please write to me at the Patent Office with details of any future changes that might be made to the address for service shown.

← "A"

Kindly also note that renewal fees need to be paid annually by the anniversary of the application date in order to keep the patent in force.

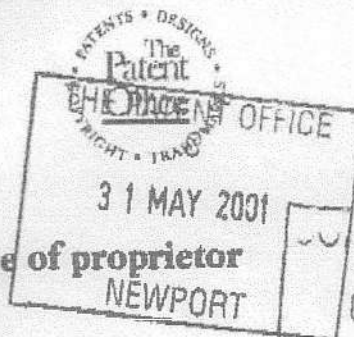
Yours faithfully

Tammy Steer
Patent Assignments

†Use of E-mail: Please note that e-mail should be used to file correspondence only.

Form TM16

Official fee due



31MAY01 E633417-3 000350
TM16 50.00-

Application to register a change of proprietor

01 JUN 2001

REGISTER

The Patent Office
Trade Marks Registry
Cardiff Road, Newport
South Wales NP10 8QQ

Please refer to notes for guidance on completing this form

1. Give details of the applications or registrations for which a change in ownership is to be recorded	Number(s)	(Lowest) Class
	1488225	9
2. Full name of current applicant/registered proprietor	SELECT HEARING SYSTEMS LIMITED ✓	
3. Full name, address and postcode of new proprietor	SENSE-SONIC LIMITED 3 RD FLOOR, KING EDWARD HOUSE JORDANGATE, MACCLESFIELD, CHESHIRE, SK10 1EE, UNITED KINGDOM. 0800 127001	
4. If the new proprietor is a corporate body give country and if applicable State of Incorporation <i>If the name of the new proprietor is the same as the old proprietor, then provide both the new and old company registration numbers:</i> <div style="text-align: right;">old number</div> <div style="text-align: right;">new number</div>	ENGLAND	
5. Date new proprietor took over ownership	6 APRIL 2001	
6. If only part of the ownership has been transferred give the rights or goods or services transferred		

194A

Form TM16

<p>7 Indicate whether you wish to be:-</p> <p>a) Address for service b) Agent c) Both</p> <p>for</p> <p>d) This transaction only e) All transactions (indicate a) to e) as appropriate) (see note b)</p> <p>If you have indicated d) please note that original Agent and Address for Service will be re-entered into our records as soon as this transaction has been completed</p> <p>If you have completed this section please provide details and ADP Number</p> <p>Your reference</p>	<p>a)</p> <p>e)</p> <p>WILSON GUNN M'CAW., 41-51 ROYAL EXCHANGE, CROSS STREET, MANCHESTER, M2 7BD.</p> <p>1750001</p> <p>WGD/JER/JW/Sense-Sonic</p>
<p>8. Please sign and confirm that Stamp Duty has been paid/is not payable *(delete as appropriate) (see note c)</p> <p>Signature</p>	<p>Wilson Gunn M'caw.</p>
<p>9 Provide below an authorisation to change the record or send separate documentary evidence (see note a)</p> <p>Signature of the registered proprietor (or his or her representative)</p> <p>Status of Signatory</p> <p>Name (block capitals)</p> <p>Date</p> <p>Signature of the new proprietor (or his or her representative)</p> <p>Status of Signatory</p> <p>Name (block capitals)</p> <p>Date</p> <p>Name, signature and daytime telephone number (if person completing these forms)</p>	<p>Signature of the registered proprietor</p> <p>Status of Signatory</p> <p>Name (block capitals)</p> <p>Date</p> <p>Signature of the new proprietor</p> <p>Status of Signatory</p> <p>Name (block capitals)</p> <p>Date</p> <p>MR. J.E. ROBEY - 0161-827-9400</p>
<p>State number of sheets attached to this form</p>	<p>6</p>

194B

ASSIGNMENT

SENSE-SONIC LTD

to

ANDREW JAMES JAMIESON HALL

relating to

UK Patent Number GB2267412 and associated Intellectual Property Rights

THIS ASSIGNMENT ("the Assignment") is made on the 23rd October 2006 **between** Sense-Sonic Ltd, Company No. 3975609 (hereinafter "Assignor") whose registered office is Elliot House, 151 Deansgate, Manchester of the first part **and**

Andrew James Jamieson Hall, of Noyna Lodge, Manor Road, Colne, Lancashire, BB8 7AS (hereinafter "Assignee", which expression where the context so admits or requires shall include his successors in title) of the second part.

WHEREAS:

- A. Assignor acknowledges that Assignee is the registered inventor and creator and designer of hearing equipment which is manufactured and sold around the World under the name Conversor and which is subject to:
- i. granted patents claiming priority from UK Patent Application Number GB9027784.9;
 - ii. UK Design Registration Numbers 2022759 and 2027609; and
 - iii. UK Trademark Registration Number 1488225.
- B. By virtue of agreements dated 6th April 2001 and subject to any and all third party rights, title and interests and restrictions, Assignor acquired whatever right, title and interest, if any, Assignee's former company, Select Hearing Systems Ltd (Company Number 2580540), held in the above-listed registered intellectual property.
- C. Assignor warrants that it has not made any assignment of its rights, title or interests in UK Patent Number GB2267412 (which claims priority from GB9027784.9) to any third party.
- D. Assignor warrants that it has not made any assignment of its rights, title or interests in any unregistered intellectual property whatsoever to any third party.

IT IS AGREED as follows:

- 1 In consideration of the payment of the sum of £1 (the receipt and sufficiency of which is hereby acknowledged), Assignor hereby assigns to Assignee any and all of its rights, title and interests in the UK Patent Number GB2267412 together with the right to sue for loss and damages resulting from past, current and/or future exploitation of said patent.

The terms and conditions of this Assignment shall inure to the benefit of the Assignee, his successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Intellectual Property Rights is executed on
23rd October 2006

ASSIGNOR

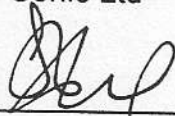
By: _____



Name: Richard Tadman

Title: Director, Sense-Sonic Ltd

Witnessed by: _____



Name: _____

Steve Cery

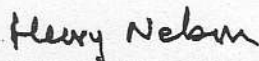
ASSIGNEE

By: _____



Name: Andrew James Jamieson Hall

Witnessed by: _____



Name: _____

HENRY NELSON

Deed of Amendment

This amendment, dated 14th November 2007, is made by Sense-Sonic Limited (Company Number 3975609) whose registered office is at Elliot House, 151 Deansgate, Manchester M3 3BP, (hereinafter the "**Second Assignee**") and by Northern Light Music Limited (Company Number 01792024) of Noyna Lodge, Manor Road, Colne, Lancashire, BB8 7AS (hereinafter the "**First Assignor**") and by Mr. Andrew J.J. Hall of Noyna Lodge, Manor Road, Colne, Lancashire, BB8 7AS, (hereinafter "**Mr. Hall**").

It amends the assignment agreement of registered patents and patent applications made on 6th April 2001 (the "**Second Assignment**") between Select Hearing Systems Limited (Dissolved) (hereinafter called the "**First Assignee**") and the Second Assignee, and acknowledges the financial agreement between Mr. Hall, the First Assignor and the Second Assignee in respect thereof.

WHEREAS:

- (A) By an assignment made on 31st July 1991, and by an assignment made on 18th December 1991, copies of which are appended hereto in Appendix C, (hereinafter called the "**First Assignments**") an Application for UK Patent No. GB9027784.9 (hereinafter called the "**Priority Application**") and the invention relating to the Priority Application (hereinafter the "**Invention**") were assigned by the First Assignor to the First Assignee; and
- (B) The First Assignments contain certain covenants in favour of the First Assignor, for the benefit of the Inventor of the Priority Application and the Invention, Mr. Hall for whom the First Assignor acted as his corporate representative and royalty collection agent, (a copy of which is appended hereto in Appendix A, hereinafter called the "**Covenants**"), which include a covenant that the assignee thereof shall not assign any of its rights and benefits thereunder other than subject to the terms of the First Assignments; and
- (C) The Second Assignment, dated 6th April 2001, (a copy of which is appended hereto in Appendix C), which was drawn up and signed by the Liquidator of the First Assignee, Mr. Dermott Power (hereinafter the "**Liquidator**"), omitted the Covenants and did not therefore in itself give the immediate appearance of being subject to the terms of the Covenants.

However, a Sale Agreement (hereinafter the "**Sale Agreement**") also dated 6th April 2001, which was also drawn up by the Liquidator and which is referred to in the Second Assignment, contained terms and conditions which provided for the Second Assignment to be subject to any existing rights and restrictions, and this was further confirmed by a letter to the First Assignor, appended hereto at Appendix B, from the Solicitors, Addleshaw Goddard, who acted for the Liquidator in the matter of the Second Assignment for the Liquidator.

NOW THIS DEED WITNESSETH as follows:

- 1 The Second Assignee acknowledges that the omission of the Covenants from the Second Assignment was an error.
- 2 It is the intention of the Second Assignee and the First Assignor and Mr. Hall that such error be corrected by this Deed of Amendment and that such amendment have retrospective effect from 6th April 2001, the effective date of the Second Assignment.
- 3 The Second Assignee further agrees that the Second Assignment be amended by the insertion of the following three clauses, numbered (3) to (5), after clause (2) of the Second Assignment, (the terms "Assignor" and "Assignee" have the meanings attributed to them in the Second Assignment):
 - "(3) The Assignee hereby covenants with the Assignor that the Assignee shall not assign any of its rights and benefits hereunder other than subject to the terms of this Assignment and upon condition that the party in whose favour such disposition is made shall enter into an agreement with the First Assignor (the First Assignor being the corporate representative and royalty collection agent for the Inventor, Mr. Hall), and with Mr. Hall in terms of this clause (3) and clauses (4) and (5) below.
 - "(4) In further consideration of the Assignment the Assignee shall pay to the First Assignor, as the corporate representative and royalty collection agent for Mr. Hall, the sum of £6,000 plus VAT per month.

In the event that the Assignee assigns its rights, title and interests acquired by this Assignment, the responsibility for the payment of £6,000 plus VAT per month will pass to the acquirer and the payment of £6,000 plus VAT per month will be renegotiable solely at the discretion of Mr. Hall.
 - "(5) Payment due under the preceding clause shall be made monthly, payable on the last working day of each month and accompanied by a statement showing the amount paid."
4. The Second Assignee acknowledges that it entered into such an agreement as described in paragraph one of clause (4) above and that the agreed payment arrangement continued until the Second Assignee ceased trading in February 2003. The agreed payment arrangement was an adjusted consideration to that established by an unsigned but performed agreement between the parties dated March 2001 and appended hereto at Appendix C.

5. The parties hereto agree that in the event that Mr. Hall should become registered as the assignee of any or all of the rights, title and interests in the Patent and Patent Applications assigned to the Assignee by this Assignment, this Deed of Amendment shall also apply to any and all assignments to Mr. Hall of such rights, title and interests.

IN WITNESS whereof the parties hereto have executed the Deed the day and year first above written.

Executed as a deed by **SENSE-SONIC LIMITED**

Signature

Position

In the presence of Witness

Executed as a deed by **Northern Light Music Ltd**

Signature

Position

In the presence of Witness

Executed as a deed by **Mr. Andrew J. J. Hall**

Signature

Position

In the presence of Witness

Appendix A

- 2 The Assignee hereby covenants with the Assignor that the Assignee shall not assign any of its rights and benefits hereunder other than subject to the terms of this assignment and upon condition that the party in whose favour such disposition is made shall enter into an agreement with the Assignor in terms of this clause and clause (3) and (4) below
- 3 In further consideration of the assignment the Assignee shall pay to the First Assignor a royalty of 5% of the ex-works invoice price of any articles which fall within the scope of the Application. The Assignee shall also pay to the First Assignor 50% of any payments received in respect of commercial rights. In the event that Mr. Andrew J.J. Hall is no longer a Director of the Assignee nor under its direct employ, [or if the Assignee is acquired by a third party] [or if the First Assignor Mr. Andrew J.J. Hall is no longer the majority shareholder of the assets of the Company] then the royalty rate applicable under this clause shall be re-negotiable.
- 4 Payment due under the preceding clause shall be made monthly, accompanied by a statement showing the quantities, invoice prices and other relevant information relating to the sales of articles covered by the Application during that month.



Appendix B

ADDLESHAW GODDARD

Our reference GABA/JCSB

9 July 2004

Mr Andrew Hall
Northern Light Music Limited
Noyna Lodge
Manor Road
Colne
Lancashire
BB8 7AS

Dear Andrew

Select Hearing Systems Limited (in liquidation) (the Company)

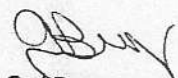
As you are aware we act on behalf of the Liquidator of Select Hearing Systems Limited (the Company).

I can confirm that on 6 April 2001 the Company (acting by the Liquidator) sold such right title and interest the Company had in various intellectual property rights (IPR) to Sense-Sonic Limited. In particular certain formal assignments were entered into in respect of the attached registered rights.

In each case the IPR was transferred in its existing form subject to any existing rights or restrictions.

Regards

Yours sincerely


Ged Barnes
Partner

Direct line 0161 934 6656
Email ged.barnes@addleshawgoddard.com

2-1034051-1

100 Barbirolli Square, Manchester M2 3AB
Tel 0161 934 6000 Fax 0161 934 6060 DX 14301 Manchester
www.addleshawgoddard.com

Addleshaw Goddard is regulated by the Law Society. A list of partners is open to inspection at the above address.

Appendix C

1. 31st July 1991 Assignment of Application for Patent
2. 18th December 1991 Assignment of Invention
3. March 2001 Commission / Consultancy Agreement
4. 6th April 2001 Sale Agreement
5. 6th April 2001 Assignment of Patent and Patent Applications





Patents Form 21/77

Patents Act 1977
(Rule 48)

21/77

For Innovation

Application to register or give notice
of rights acquired in a patent or in an
application for a patent

(See the notes on the back of this form)

The Patent Office

Cardiff Road
Newport
South Wales
NP10 8QQ

1. Your reference

AHUKPAT01

2. Patent application or patent number(s)
(see notes (c) & (f))

GB 2267412

3. Full name and address of the or of each patent
applicant or proprietor (as currently on the
register or application(s))

ANDREW JAMES JAMIESON HALL
NOYNA LODGE
MANOR ROAD
COLNE, LANCASHIRE. BB8 7AS

Patents ADP number (if you know it)

4. Full name and address of the or of each person
making this application (leave blank if this is the
same as given in part 3 above)

Patents ADP number (if you know it)

5. Give details of the transaction, instrument
or event which affects the rights in the or each
patent application or patent identified in part
2 above, including its date and the names of all
the parties involved, including for corporate
bodies the country and, if appropriate, state
of incorporation.
(see note (d))

ACQUISITION BY VIRTUE OF ASSIGNMENT FROM
SENSE-SONIC LTD TO ANDREW JAMES JAMIESON
HALL ON 23RD OCTOBER 2006.

CONTRARY TO THE REGISTER FOR GB2267412, SENSE-
SONIC LTD DID NOT ASSIGN GB2267412 TO TONEWEAR LTD,
NOW KNOWN AS CONVERSION PRODUCTS LTD.

6. Name of your agent (if you have one)

"Address for service" in the European Economic
Area to which all correspondence should be sent
(including the postcode)

NORTHERN LIGHT MUSIC LTD
NOYNA LODGE
MANOR ROAD
COLNE
LANCASHIRE. BB8 7AS

Patents ADP number (if you know it)

(REV APR06)

Patents Form 21/77

Patents Form 21/77

7. (Name of each signatory should also be entered, and status if relevant)
(see note e)

I/we hereby confirm that rights as indicated in part 5 above have been acquired and that any necessary stamp duty has been paid.

Signature(s)

Andrew Hall
Andrew Hall

Date 25/10/6

SEE ATTACHED SHEET FOR
CONFIRMATION OF ASSIGNMENT.

8. Name, e-mail address, telephone, fax and / or mobile number, if any, of a contact point for the applicant

Notes

- a) If you need help to fill in this form or you have any questions, please contact the Patent Office on 08459 500505.
- b) Write your answers in capital letters using black ink or you may type them.
- c) You may use this form for more than one application or patent if the same transaction, instrument or event is involved.
- d) Section 33 (3) of the Patents Act 1977 specifies the relevant transactions, instruments and events (which include assignments, licences and mortgages).
- e) Part 7 should be signed and dated by or on behalf of the person(s) making this application. Documentary evidence sufficient to establish the transaction should accompany this form if:
 - * in the case of an assignment, part 7 is not also signed by or on behalf of the other parties named in part 5, or
 - * in the case of a mortgage or the grant of a licence or security, it is not also signed by or on behalf of the mortgagor or grantor of the licence or security (if not the person named in part 4).
- f) If there is not enough space for all the relevant details on any part of this form, please continue on a separate sheet of paper and write "see continuation sheet" in the relevant part(s) of the form. Any continuation sheets should be attached to this form.
- g) For details of the fee and ways to pay, please contact the Patent Office.

(REV APR06)

Patents Forms 21/77

Patents Form 21/77

7. (Name of each signatory should also be entered, and status if relevant)
(see note e)

I/we hereby confirm that rights as indicated in part 5 above have been acquired and that any necessary stamp duty has been paid.

RICHARD TADMAN

Signature(s)



Date 25/10/06

DIRECTOR, SENSE-SONIC LTD.

8. Name, e-mail address, telephone, fax and / or mobile number, if any, of a contact point for the applicant

Notes

- a) If you need help to fill in this form or you have any questions, please contact the Patent Office on 08459 500505.
- b) Write your answers in capital letters using black ink or you may type them.
- c) You may use this form for more than one application or patent if the same transaction, instrument or event is involved.
- d) Section 33 (3) of the Patents Act 1977 specifies the relevant transactions, instruments and events (which include assignments, licences and mortgages).
- e) Part 7 should be signed and dated by or on behalf of the person(s) making this application. Documentary evidence sufficient to establish the transaction should accompany this form if:
 - in the case of an assignment, part 7 is not also signed by or on behalf of the other parties named in part 5, or
 - in the case of a mortgage or the grant of a licence or security, it is not also signed by or on behalf of the mortgagor or grantor of the licence or security (if not the person named in part 4).
- f) If there is not enough space for all the relevant details on any part of this form, please continue on a separate sheet of paper and write "see continuation sheet" in the relevant part(s) of the form. Any continuation sheets should be attached to this form.
- g) For details of the fee and ways to pay, please contact the Patent Office.

(REV APR06)

Patents Forms 21/77

"A" [REDACTED]
From: Debbie Cooke
To: Twyman, Paul
Date: 02 November 2007 10:26:13
Subject: Re: GB2267412 - register

"B" [REDACTED] Paul, Mr Hall also asked about whether we should have some assignment applications detailed on OPTICS. Can you bring the file with you on Tuesday so that we can check this?

Debs

>>> Paul Twyman 02 November 2007 10:23 >>>

Debs, Sue,

"C" [REDACTED] Just checking the register and noticed that the last entry is the 16/5/2006 change of AFS. Should there also be something on the outcome of the first S37 hearing, Mr H's requested assignments (from Sense-Sonic to him or NLM), and on the reference for the latest proceedings.

Debs - see you and Steve on Tuesday.

Paul



Patents Form 51/77

Patents Act 1977
(Rule 90)

51/77

For Innovation

Appointment or change of agent

(See the notes on the back of this form)

The Patent Office

Cardiff Road
Newport
South Wales
NP10 8QQ

1. Your reference

AHUKPAT01

2. Patent application or patent number(s)
(see note (d))

GB2267412

3. Full name, address and postcode of the or of
each person who you are authorised to
act for

ANDREW JAMES JAMIESON HALL
NOYNA LODGE
MANOR ROAD
COLNE, LANCASHIRE. BB8 7AS

Patents ADP number (if you know it)

4. "Address for service" in the European Economic
Area to which all correspondence should be sent

NORTHERN LIGHT MUSIC LTD
NOYNA LODGE
MANOR ROAD
COLNE, LANCASHIRE. BB8 7AS

Patents ADP number (if you know it)

5. Have you been authorised to act in all matters
relating to the above application(s) or patent(s)?

YES

If 'no' please give details of the extent of
your appointment

6.

I/We declare that I/we have been appointed by the person(s)
named in part 3 above to act as agent as stated in part 5 above

Signature

Andrew Hall Date 25/10/06

7. Name, e-mail address, telephone, fax and / or
mobile number, if any, of a contact point for the
applicant

Name: ANDREW HALL

Email: andrew.hall2@btconnect.com

Tel: 01282 864384

Mobile 0797 072 5210

(REV APR06)

Patents Form 51/77




Designs Form DF12A

For Innovation

The Patent Office

Cardiff Road
Newport
South Wales
NP10 8QQApplication to record a change of ownership
or to record or cancel a licence or security

Please read the guidance notes on the back about filling in this form.

1. Your reference.	AHUKDR01
2. Design numbers affected. (List on a separate sheet if there is not enough space on this form.)	2027609 2022759
3. Full name of the applicant or proprietor showing on the register.	CONVERSOR PRODUCTS LTD
To record a change of ownership 4. Full name and address (including postcode) of the new applicant or proprietor.	ANDREW JAMES JAMIESON HALL NOYNA LODGE MANOR ROAD COLNE, LANCAHIRE. BB8 7AS
To record or cancel a licence or security Write "R" to record or "C" to cancel 5. (a) A licence. (b) A security.	
6. Full name and address (including postcode) of the licensee, or person granted a security against the design.	
All cases 7. If the new proprietor or the person named in section 6 above is a corporate body, in what country is it incorporated?	
8. Date of the transfer, licence or security.	23 RD OCTOBER 2006
9. Give us the name and address of the person to write to with confirmation that the transaction has been recorded if different to that shown in Section 3.	ANDREW HALL NORTHERN LIGHT MISC LTD NOYNA LODGE, MANOR ROAD, COLNE, LANCAHIRE. BB8 7AS
10. Authorisation. Signature of the person applying to record the transaction, or their representative. Name in BLOCK CAPITALS.	 ANDREW HALL
Date.	25 TH OCTOBER 2006

(REV OCT06)

Form DF12A



Designs Form DF1A

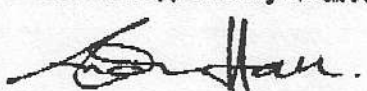
For Innovation

Appointment or change of
agent or contact address

The Patent Office

Cardiff Road
Newport
South Wales
NP10 8QQ

Please read the guidance note below about filling in this form.

1. Your reference.	AHUKRD01
2. Design number or numbers affected. (List on a separate sheet if there is not enough space on this form.)	2027609 2022759
3. Full name of the applicant or proprietor.	ANDREW JAMES JAMIESON HALL
4. Full name and address (including postcode) of the new agent or contact address. Designs ADP number (if you know it).	NORTHERN LIGHT MUSIC LTD NOYNA LODGE MANOR ROAD COLNE, LANCASHIRE. BB8 7AS
5. Have you been authorised to act in all matters relating to the above design or designs? If 'no' please give details of the extent of your appointment.	YES.
6. Declaration.	We have been appointed by the above applicant or proprietor.
Signature of the applicant or their representative.	
Name in BLOCK CAPITALS.	ANDREW HALL
Date.	25TH OCTOBER 2006
7. Name and daytime phone number of the person we should contact in case of query. You may also provide your e-mail address.	01282 864384 andrew.hall2@btconnect.com
Number of sheets attached to this form.	NONE

Note:

We suggest you check the proprietor's name and the designs they own by doing a proprietor search on our website www.patent.gov.uk before you fill in the form.

(REV OCT06)

Form DF1A



Form TM16

Official fee £50 due with this form

For Innovation

Application to record a change of ownership

The Patent Office
Trade Marks Registry
Cardiff Road, Newport
South Wales NP10 6QQ

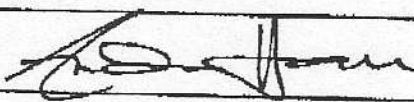
Please read the guidance notes on the next page about filling in this form.

1. Trade mark numbers affected. (List on a separate sheet if there is not enough space on this form).	1488225 (Lowest) Class
2. Full name of the applicant or proprietor as now shown on our records.	CONVERSOR PRODUCTS LTD
3. Full name and address (including postcode) of the new applicant or proprietor.	ANDREW JAMES JAMIESON HALL NOYNA LODGE MAJOR ROAD COLNE LANCASHIRE. BB8 7AS
4. (a) If the new proprietor is a corporate body, in what country is it incorporated? (b) If incorporated in the USA, also give the state in which it is incorporated.	
5. Date new proprietor took over ownership; (See note 1).	23 RD OCTOBER 2006
6. If only part of the ownership has been transferred, for example by partial assignment, what rights or goods or services have been transferred?	
7. Full name and address (including postcode) where we should send confirmation that we have recorded the change.	AS IN 3 ABOVE
Trade Marks ADP number (if you know it).	
8. We will record the address given in section 7 above as the contact address for future correspondence about these marks unless you give a different address here.	A FORM TM33 HAS BEEN FILED. THE ADDRESS IS AS IN 3, ABOVE, BUT NORTHERN LIGHT MUSIC LTD SHOULD BE THE ADDRESSEE.

(REV NOV04)

Form TM16

Form TM16

9. Authorisation to change the register. You must complete (a) and (b). (See note 2).	
(a) Signature of the current applicant or proprietor, or their representative.	SEE ATTACHED SHEET.
Name in BLOCK CAPITALS.	FOR SIGNATURE
Status of signatory.	
Date.	
(b) Signature of the new applicant or proprietor, or their representative.	
Name in BLOCK CAPITALS.	ANDREW HALL
Status of signatory.	PROPRIETOR / CREATOR
Date.	25TH OCTOBER 2006
10. Name and daytime phone number of the person we should contact in case of query.	ANDREW HALL 0797 0728210
Your reference.	AHUKTM01
Number of sheets attached to this form.	ONE

Notes

Use this form to ask us to record changes in the ownership of marks, including company mergers. It is not a substitute for the assignment document or other proof of the transaction.


If the applicant or proprietor has merely changed their name, use form TM21, not this one.

We suggest you check the proprietor's name and the marks they own by doing a proprietor search on our website www.patent.gov.uk before you fill in the form.

1. If the assignment was before 28 March 2000, you will need to provide a separate declaration about whether Stamp Duty has been paid or is not payable. If you need more advice about this, contact your nearest Inland Revenue Stamp Office, or phone their Helpline on 0845 6030135.
2. Both the old and new proprietors, or their representatives, must sign this form. If you cannot do this, you may send us a copy of the deed of assignment or other written proof of the transaction.

Form TM16

Form TM16

9. Authorisation to change the register. You must complete (a) and (b). (See note 2).	
(a) Signature of the current applicant or proprietor, or their representative.	
Name in BLOCK CAPITALS.	RICHARD TADMAN
Status of signatory.	DIRECTOR SENSE-SONIC
Date.	25 th OCTOBER 2006
(b) Signature of the new applicant or proprietor, or their representative.	
Name in BLOCK CAPITALS.	
Status of signatory.	
Date.	
10. Name and daytime phone number of the person we should contact in case of query.	
Your reference.	
Number of sheets attached to this form.	

Notes

Use this form to ask us to record changes in the ownership of marks, including company mergers. It is not a substitute for the assignment document or other proof of the transaction.

If the applicant or proprietor has merely changed their name, use form TM21, not this one.

We suggest you check the proprietor's name and the marks they own by doing a proprietor search on our website www.patent.gov.uk before you fill in the form.

1. If the assignment was before 28 March 2000, you will need to provide a separate declaration about whether Stamp Duty has been paid or is not payable. If you need more advice about this, contact your nearest Inland Revenue Stamp Office, or phone their Helpline on 0845 6030135.
2. Both the old and new proprietors, or their representatives, must sign this form. If you cannot do this, you may send us a copy of the deed of assignment or other written proof of the transaction.

Form TM16



Form TM33

Nil Fee

For Innovation

Appointment or change of agent or contact address

Please read the guidance note below about filling in this form.

The Patent Office
Trade Marks Registry
Cardiff Road, Newport
South Wales NP10 8QQ

1. Trade mark numbers affected. (Please put an 'M' in front of Madrid marks). (List on a separate sheet if there is not enough space on this form).	1488225 (Lowest) Class
2. Full name of the a) proprietor, or b) opponent as now shown on our records.	ANDREW JAMES JAMIESON HALL
3. Name and address (including postcode) of the new agent or contact address	NORTHERN LIGHT MUSIC LTD NOYNA LODGE MANOR ROAD COLNE, LANCASHIRE. BB8 7AS
Trade Marks ADP number (if you know it).	
4. Declaration. Signature.	We have been appointed by the above proprietor or opponent.
Name in BLOCK CAPITALS.	ANDREW HALL
Date.	25TH OCTOBER 2006
5. Name and daytime phone number of the person we should contact in case of query.	ANDREW HALL 01262 864384
Your reference.	AHUKTMD1
Number of sheets attached to this form.	NONE

Note We suggest you check the proprietor's name and the marks they own by doing a proprietor search on our website www.patent.gov.uk before you fill in the form.

(REV NOV04)

Form TM33

NORTHERN LIGHT MUSIC LIMITED

Noyna Lodge, Manor Road, Colne, Lancs. BB8 7AS

26 August 2004

The Patent Office
Cardiff Road
Newport
South Wales
NP10 8QQ

Dear Madam/Sir,

Request for an assignment to be entered on the patent register for the avoidance of future disputes.

I am the inventor of the subject of GB9312798.3, filing date 23.12.1991.

I assigned my patent application, doc: 9027784, to Select Hearing Systems Limited on 31st July 1991 and have the original, signed document in my files.

The register correctly shows that priority for GB9312798.3, above, was claimed from 9027784, but does not inform searchers that priority was actually filed by Northern Light Music Limited (me), to whom royalties are payable.

The most recent assignee on record, Sense-Sonic Limited, paid me monthly until it announced its insolvency in February 2003.

An Administrator has assigned the UK patent and related overseas patents to companies in the Bulldog Partners group without informing them of the obligation to pay royalties.

Whilst the record, if fully traced back through both numbers above, does imply that some transaction must have taken place to allow Select Hearing to file a PCT on another company's priority document, either it was not clear enough to alert Bulldog, or it was deemed that they too might get away with selling the invention on without informing the next assignee.

Ideally, I would like to file a copy of the original Assignment of Patent Application to avoid further disputes.

} "A"

In any event, can the record be amended to show that the priority document was filed by NLM and assigned to Select Hearing Systems Limited?

I hope that you can help me. I have lost income of over £120,000 over the period and the work I found by chance to keep me going may not see me through.

Yours sincerely,

"A"

From: Paul Twyman
To: Bender, Steve
Date: Tue, Aug 31, 2004 9:38 am
Subject: Re: Patent No 2267412 query from Andrew Hall

Steve (A),

I'm not quite sure what rights Mr Hall thinks he has that are being violated. Nothing he says shows that he has any rights in the live patent GB2267412, application GB9312798.3

Mr Hall says that he assigned his rights in the priority application GB9027784.9 to Select Hearing Systems on 31/7/1991, but the Register shows the application was filed in the name of Northern Light Music Ltd. (NLM) with Mr Hall appearing only as the inventor. Presumably Mr Hall regards himself and NLM as the same thing. This application terminated before grant on 9/3/1992. I don't see that Mr Hall's rights are in any way affected by our not having registered the assignment of this long terminated application from NLM to Select Hearing Systems - but I see no obvious reason why we should not register it if requested.

As the Register is at the moment, a searcher can see that GB9312798.3 claimed priority from GB9027784.9, but of course they can't see anything on the latter as it was terminated unpublished.

I don't see how it will be of any help to him, but I think we should write and offer to note that the priority application GB9027784.9 was assigned from NLM to SHS if we are given adequate evidence in accordance with R46. Rule 44(2) and (3) specify what entries we have to make in the Register, but R44(4) also says that "The comptroller may at any time enter in the register such other particulars as he may think fit". It is also worth noting that registration of a right on the Register is only prima facie and not conclusive evidence - the rights exist whether they are recorded in the Register or not, and simply recording a right on the Register does not conclusively demonstrate that such a right exists.

As Mr Hall obviously feels that he has rights to royalties which he is not receiving, he can also contact Bulldog Partners or seek professional advice from a patent agent or legal adviser. Should he want to contact CIPA for information about suitable patent agents, they are contactable at:

The Chartered Institute of Patent Agents
95 Chancery Lane,
London,
WC2A 1DT

Telephone:-
National: 020 7405 9450

Fax:-
National: 020 7430 0471

E-mail: mail@cipa.org.uk

We should copy the correspondence to the registered address for service, and let Mr Hall know that we are doing so. The AFS may not represent Bulldog Partners, but they're all we have. I note that Mr Hall says that the latest recorded proprietors, Sense-Sonic became insolvent in February, but the last renewal fee was paid on 23/9/2003, so someone still has an interest in the patent and is paying the renewals.

"C"
"D"

Hope this is helpful. It is based purely on the e-mail and attachment received from Steve B. I have not seen the file. Give me a call if there's anything else....

Paul



"copy"



INVESTOR IN PEOPLE

The Patent Office
Patents Directorate

Concept House
Cardiff Road, Newport
South Wales NP10 8QQ
United Kingdom

Andrew Hall
Northern Light Music Limited
Noyna Lodge
Manor Road
Colne,
Lancs
BB8 7AS

Direct line: 01633 814630
†E-mail: steve.adkins@patent.gov.uk
Switchboard: 01633 814000
Minicom: 08459 222250
Fax: 01633 814563
DX 722540/41 Cleppa Park 3
<http://www.patent.gov.uk>

Your reference: None
Our reference: 115/36.04SA

1 September 2004

Dear Mr Hall

Patents Act 1977 : Patents Rules 1995
Application/Patent Number : GB267412 (GB9312798.3)

Thank you for your letter received in this office on the 26th August 2004.

After consultation we can see no reason why the Office cannot record the assignment of the priority application from Northern Light Music Ltd to Select hearing Systems Ltd on the above patent. We would require a Form 21/77 with the appropriate evidence.

← "A"

If you feel you need to seek professional advice from a patent agent or legal advisor, a list can be obtained from

The Chartered Institute of Patent Agents
95 Chancery Lane
London
WC2A 1DT

Tel No. 020 7405 9450
Fax No. 020 7430 0471
Web Page. www.cipa.org.uk

I look forward to your reply. Please quote my reference.

Yours sincerely

Steve Adkins
Patent Assignments

†Use of E-mail: Please note that e-mail should be used to file correspondence only.

NORTHERN LIGHT MUSIC LIMITED

Noyna Lodge, Manor Road, Colne, Lancs. BB8 7AS

2 September 2004

Mr. S. Adkins
Patent Assignments
The Patent Office
Concept House
Cardiff Road
Newport
South Wales
NP10 8QQ



Dear Mr. Adkins,

Request for an assignment to be entered on the patent register for the avoidance of future disputes.

Your ref: 115/36.04SA

Application/Patent Number : GB267412 (GB9312798.3).

Thank you very much for your letter of 1st September 2004 advising me of your acceptance of my request to have my assignment recorded on the patent register.

Please find enclosed a copy of the Assignment of Patent Application. The signature on the first page is that of Mr. S.J. Knight, European Patent Attorney and Licensing Executive at Qinetiq, formerly DERA. In 1991 he was a senior patent officer at MOD and helped me with the original application. He can vouch for its authenticity and I attach a copy of his letter to me earlier this year when he found an original in his files and returned it to me.

The assignment was required by my venture capital provider, Enterprise Ventures. They hold copies of all agreements and recently sent me both a copy of the above assignment and a copy of the enclosed Assignment of Invention. I attach the note that accompanied the copies they recently sent to me. They too can vouch for the authenticity of the Assignments.

Hopefully, this provides the satisfactory and appropriate level of evidence requested in your letter.

Please also find enclosed a completed Form 21/77.

Having recently secured a copy of the Assignment of Invention, my original having been retained and lost by the previous assignee, Sense-Sonic Limited, during their due diligence process in 2001, I wonder if this too can be recorded in the register.

For completeness, I would be happy for the assignments themselves to be entered on the register, as the later 2001 assignment to Sense-Sonic Limited is already entered.

Yours sincerely, Andrew Hall.

3 SEP 2004

NEWPORT



5

Application to register or give notice of rights acquired in a patent or in an application for a patent

(See the notes on the back of this form)

The Patent Office

Cardiff Road
Newport
South Wales
NP10 8QQ

1. Your reference

2. Patent application or patent number(s)

(see notes (c) & (f))

GB2267412 (GB9312793.3)

3. Full name and address of the or of each patent applicant or proprietor (as currently on the register or application(s))

2 SELECT HEARING SYSTEMS LTD
2010 HOUSE, GUNDALETON, CLITHROE, LANC.,
Patents ADP number (if you know it) BL7412

1 NORTHERN LIGHT MUSIC LIMITED
NOYNA LODGE, MANOR ROAD, COLNE,
LANCASHIRE, BB7 7AS.

3 SEME-SONIC LIMITED, 3RD FLOOR
LINK EDWARDS HOUSE, JORDANHATE,
MACCLESFIELD, CHESHIRE SK10 1EE

4. Full name and address of the or of each person making this application (leave blank if this is the same as given in part 3 above)

NORTHERN LIGHT MUSIC LIMITED,
NOYNA LODGE
MANOR ROAD
COLNE
LANCASHIRE
BB7 7AS

Patents ADP number (if you know it)

5. Give details of the transaction, instrument or event which affects the rights in the or each patent application or patent identified in part 2 above, including its date and the names of all the parties involved, including for corporate bodies the country and, if appropriate, state of incorporation.

(see note (d))

INVENTION AND PATENT APPLICATION TO SELECT HEARING SYSTEMS LIMITED TO ENABLE THE ASSIGNEE TO APPLY FOR A PCT CLAIMING PRIORITY FROM DOC. 9027784, IN CONSIDERATION FOR WHICH THE ASSIGNEE AND ALL FUTURE ASSIGNEES ARE BOUND TO MAKE PAYMENTS TO NORTHERN LIGHT MUSIC IN RESPECT OF INCOME DERIVED FROM EXPLOITATION. BOTH THE ABOVE-NAMED COMPANIES ARE UK-REGISTERED; HOWEVER SELECT HEARING SYSTEMS LTD WAS LIQUIDATED IN 2001 AND THE PATENT REGISTER SHOWS THE RE-ASSIGNMENT OF RIGHTS BY THE LIQUIDATOR TO SEME-SONIC LTD (A UK-REGISTERED COMPANY)

6. Name of your agent (if you have one)

"Address for service" in the United Kingdom to which all correspondence should be sent (including the postcode)

NORTHERN LIGHT MUSIC LTD,
(ADDRESS IN SECTION 3)

Patents ADP number (if you know it)

"A"

7. (Name of each signatory should also be entered, and status if relevant)
(see note e)

I/we hereby confirm that rights as indicated in part 5 above have been acquired and that any necessary stamp duty has been paid.

Signature(s)

Date 2/9/4

ANDREW J. J. HANE

INVENTOR OF GB267412

M.D. of NORTHERN LIGHT MUSIC LTD
PRIORITY APPLICANT

8. Name and daytime telephone number of person to contact in the United Kingdom

ANDREW HANE 0797 072 8210

Notes

- If you need help to fill in this form or you have any questions, please contact the Patent Office on 08459 500505.
- Write your answers in capital letters using black ink or you may type them.
- You may use this form for more than one application or patent if the same transaction, instrument or event is involved.
- Section 33 (3) of the Patents Act 1977 specifies the relevant transactions, instruments and events (which include assignments, licences and mortgages).
- Part 7 should be signed and dated by or on behalf of the person(s) making this application. Documentary evidence sufficient to establish the transaction should accompany this form if:
 - in the case of an assignment, part 7 is not also signed by or on behalf of the other parties named in part 5, or
 - in the case of a mortgage or the grant of a licence or security, it is not also signed by or on behalf of the mortgagor or grantor of the licence or security (if not the person named in part 1).
- If there is not enough space for all the relevant details on any part of this form, please continue on a separate sheet of paper and write "see continuation sheet" in the relevant part(s) of the form. Any continuation sheets should be attached to this form.
- For details of the fee and ways to pay, please contact the Patent Office.



INVESTOR IN PEOPLE

**The Patent Office
Patents Directorate**

Concept House
Cardiff Road, Newport
South Wales NP10 8QQ
United Kingdom

Wilson Gunn M'Caw
Blackfriars House
The Parsonage
MANCHESTER
M3 2JA

Direct line: 01633 814630
†E-mail: steve.adkins@patent.gov.uk
Switchboard: 01633 814000
Minicom: 08459 222250
Fax: 01633 814563
DX 722540/41 Cleppa Park 3
<http://www.patent.gov.uk>

Your reference: REN/PAT/6129.GB
Our reference: 115/36.04SA

8 September 2004

Dear Sir(s)

Patents Act 1977 : Patents Rules 1995
Application/Patent Number : GB2267412

"A" → The proprietors of this case are Sense-Sonic Limited, in which yourselves are the recorded address for service.

"B" → We have had a request in from Mr. Hall of Northern Light Music Ltd to record the assignment of the priority case to Select Hearing Systems Ltd on the above patent.

Please find a copy of the letter for your records addressed to Mr Hall.

If a response to the letter is forthcoming, please quote my reference.

Yours faithfully

Steve Adkins
Patent Assignments

Blank Letter

†Use of E-mail: Please note that e-mail should be used to file correspondence only.



copy



INVESTOR IN PEOPLE

7

Mr A Hall
Northern Light Music Ltd
Noyna Lodge
Manor Road
Colne,
Lanns
BB8 7AS

**The Patent Office
Patents Directorate**

Concept House
Cardiff Road, Newport
South Wales NP10 8QQ
United Kingdom

Direct line: 01633 814630
†E-mail: steve.adkins@patent.gov.uk
Switchboard: 01633 814000
Minicom: 08459 222250
Fax: 01633 814563
DX 722540/41 Cleppa Park 3
<http://www.patent.gov.uk>

Your reference: None
Our reference: 95/37.04

20 September 2004

Dear Mr Hall

Patents Act 1977: Patents Rules 1995
Patent No(s): GB2267412

Thank you for the application for registration made on Form 21/77 and for the accompanying documentary evidence which is filed on the above.

In confirmation I enclose a copy of an extract from the Register of Patents showing that the recordal requested has been made and showing the name of the present proprietor and the address for service. Please notify me by return if anything is not correct.

Yours sincerely

Steve Adkins
Patent Assignments
PAA1 SINGLE PUBLISHED

†Use of E-mail: Please note that e-mail should be used to file correspondence only.

TIMED: 20/09/04 14:35:21

PAGE: 1

REGISTER ENTRY FOR GB2267412

Form NP1 Application No GB9312798.3 filing date 23.12.1991

Lodged on 21.06.1993

Priority claimed:

21.12.1990 in United Kingdom - doc: 9027784

PCT NATIONAL PHASE

PCT Application PCT/GB1991/002316 filed on 23.12.1991 in English

Publication No WO1992/011738 on 09.07.1992 in English

Title RADIO-BASED HEARING AID SYSTEM

Applicant/Proprietor

SELECT HEARING SYSTEMS LIMITED, Incorporated in the United Kingdom, Audio House, Grindleton, CLITHEROE, Lancashire, BB7 4RL, United Kingdom

[ADP No. 06384085001]

Inventor

ANDREW JAMES JAMIESON HALL, 398 Gisburn Road, Blacko, NELSON, Lancashire, BB9 6LS, United Kingdom

[ADP No. 06384093001]

Classified to

H4J

H04R H04B

Address for Service

WILSON, GUNN & ELLIS, 41-51 Royal Exchange, Cross Street, MANCHESTER, M2 7BD, United Kingdom

[ADP No. 00037770001]

Publication No GB2267412 dated 01.12.1993

Examination requested 19.08.1993

Patent Granted with effect from 12.10.1994 (Section 25(1)) with title

RADIO-BASED HEARING AID SYSTEM

13.06.1994 Notification of change of Address For Service name of
WILSON, GUNN & ELLIS, 41-51 Royal Exchange, Cross Street,
MANCHESTER, M2 7BD, United Kingdom [ADP No. 00037770001]
to

WILSON GUNN M'CAW & CO., 41-51 Royal Exchange, Cross Street,
MANCHESTER, M2 7BD, United Kingdom [ADP No. 00008144001]
dated 01.05.1994. Official evidence filed on 9219583.3

Entry Type 7.2 Staff ID. 8AD1 Auth ID. AO

28.02.1997 Notification of change of Address For Service name and address of
WILSON GUNN M'CAW & CO., 41-51 Royal Exchange, Cross Street,
MANCHESTER, M2 7BD, United Kingdom [ADP No. 00008144001]
to

WILSON GUNN M'CAW, 41-51 Royal Exchange, Cross Street, MANCHESTER,
M2 7BD, United Kingdom [ADP No. 07153927001]
dated 28.02.1997. Official evidence filed on GB230761

Entry Type 7.1 Staff ID. PJ Auth ID. AO

12.06.2001 Application under Section 32 filed on 30.05.2001

Entry Type 8.1 Staff ID. MHIS Auth ID. F21

09.07.2001 SENSE-SONIC LIMITED, Incorporated in the United Kingdom, 3rd Floor,
King Edward House, Jordangate, Macclesfield, Cheshire, SK10 1EE,
United Kingdom [ADP No. 08162679001]

registered as Applicant/Proprietor in place of
SELECT HEARING SYSTEMS LIMITED, Incorporated in the United Kingdom,
Audio House, Grindleton, CLITHEROE, Lancashire, BB7 4RL, United
Kingdom [ADP No. 06384085001]
by virtue of assignment dated 06.04.2001. Form 21/77 and supporting
documents filed on GB2267412.

Entry Type 8.4 Staff ID. TS Auth ID. F21

23.10.2001 Application to amend specification under Section 27 filed on
11.10.2001

Entry Type 13.1 Staff ID. SALI Auth ID. F11

18.06.2002 Specification amended under Section 27 on 18.06.2002

Entry Type 13.3 Staff ID. KLEL Auth ID. A3

29.12.2003 Notification of change of Address For Service address of
WILSON GUNN M'CAW, 41-51 Royal Exchange, Cross Street, MANCHESTER,
M2 7BD, United Kingdom [ADP No. 07153927001]
to

WILSON GUNN M'CAW, 5th Floor, Blackfriars House, The Parsonage,
MANCHESTER, M3 2JA, United Kingdom [ADP No. 07153927001]
dated 29.12.2003. Written notification filed on GB2357445

Entry Type 7.3 Staff ID. LDAV Auth ID. B3

08.09.2004 Application under Section 32 filed on 03.09.2004

Entry Type 8.1 Staff ID. SA1 Auth ID. F21

13.09.2004 Application under Section 32 filed on 09.09.2004

Entry Type 8.1 Staff ID. JHUR Auth ID. F21

20.09.2004 On the 18.12.1991 Northern Light Music Limited of Aurora Studios,
Grindleton, Clitheroe, Lancashire assigned the rights of priority
application GB9027784.9 to Select Hearing Systems Limited of Audio
house, Grindleton, Clitheroe, Lancashire. Official evidence filed
on GB2267412.

Entry Type 10.1 Staff ID. SA1 Auth ID. F21

**** END OF REGISTER ENTRY ****

REGISTER ENTRY FOR GB2267412

Form NP1 Application No GB9312798.3 filing date 23.12.1991

Lodged on 21.06.1993

Priority claimed:

21.12.1990 in United Kingdom - doc: 9027784

PCT NATIONAL PHASE

PCT Application PCT/GB1991/002316 filed on 23.12.1991 in English

Publication No WO1992/011738 on 09.07.1992 in English

Title RADIO-BASED HEARING AID SYSTEM

Applicant/Proprietor

SELECT HEARING SYSTEMS LIMITED, Incorporated in the United Kingdom, Audio House, Grindleton, CLITHEROE, Lancashire, BB7 4RL, United Kingdom

[ADP No. 06384085001]

Inventor

ANDREW JAMES JAMIESON HALL, 398 Gisburn Road, Blacko, NELSON, Lancashire, BB9 6LS, United Kingdom

[ADP No. 06384093001]

Classified to

H4J

H04R H04B

Address for Service

WILSON, GUNN & ELLIS, 41-51 Royal Exchange, Cross Street, MANCHESTER, M2 7BD, United Kingdom

[ADP No. 00037770001]

Publication No GB2267412 dated 01.12.1993

Examination requested 19.08.1993

Patent Granted with effect from 12.10.1994 (Section 25(1)) with title
RADIO-BASED HEARING AID SYSTEM

13.06.1994 Notification of change of Address For Service name of

WILSON, GUNN & ELLIS, 41-51 Royal Exchange, Cross Street,
MANCHESTER, M2 7BD, United Kingdom

[ADP No. 00037770001]

to

WILSON GUNN M'CAW & CO., 41-51 Royal Exchange, Cross Street,
MANCHESTER, M2 7BD, United Kingdom

[ADP No. 00008144001]

dated 01.05.1994. Official evidence filed on 9219583.3

Entry Type 7.2 Staff ID. 8AD1 Auth ID. AO

28.02.1997 Notification of change of Address For Service name and address of

WILSON GUNN M'CAW & CO., 41-51 Royal Exchange, Cross Street,
MANCHESTER, M2 7BD, United Kingdom

[ADP No. 00008144001]

to

WILSON GUNN M'CAW, 41-51 Royal Exchange, Cross Street, MANCHESTER,
M2 7BD, United Kingdom

[ADP No. 07153927001]

dated 28.02.1997. Official evidence filed on GB230761

Entry Type 7.1 Staff ID. PJ Auth ID. AO

- 12.06.2001 Application under Section 32 filed on 30.05.2001
Entry Type 8.1 Staff ID. MHIS Auth ID. F21
- 09.07.2001 SENSE-SONIC LIMITED, Incorporated in the United Kingdom, 3rd Floor, King Edward House, Jordangate, Macclesfield, Cheshire, SK10 1EE, United Kingdom [ADP No. 08162679001]
registered as Applicant/Proprietor in place of
SELECT HEARING SYSTEMS LIMITED, Incorporated in the United Kingdom, Audio House, Grindleton, CLITHEROE, Lancashire, BB7 4RL, United Kingdom [ADP No. 06384085001]
by virtue of assignment dated 06.04.2001. Form 21/77 and supporting documents filed on GB2267412.
Entry Type 8.4 Staff ID. TS Auth ID. F21
- 23.10.2001 Application to amend specification under Section 27 filed on 11.10.2001
Entry Type 13.1 Staff ID. SALI Auth ID. F11
- 18.06.2002 Specification amended under Section 27 on 18.06.2002
Entry Type 13.3 Staff ID. KLLI Auth ID. A3
- 29.12.2003 Notification of change of Address For Service address of
WILSON GUNN M'CAW, 41-51 Royal Exchange, Cross Street, MANCHESTER, M2 7BD, United Kingdom [ADP No. 07153927001]
to
WILSON GUNN M'CAW, 5th Floor, Blackfriars House, The Parsonage, MANCHESTER, M3 2JA, United Kingdom [ADP No. 07153927001]
dated 29.12.2003. Written notification filed on GB2357445
Entry Type 7.3 Staff ID. LDAV Auth ID. B3
- 08.09.2004 Application under Section 32 filed on 03.09.2004
Entry Type 8.1 Staff ID. SA1 Auth ID. F21
- 13.09.2004 Application under Section 32 filed on 09.09.2004
Entry Type 8.1 Staff ID. JHUR Auth ID. F21
- 19.09.2004 The assignment below to Select Hearing Systems Ltd was subject to an earlier agreement dated 31st July 1991.
Entry Type 10.1 Staff ID. SA1 Auth ID. BACK
- 20.09.2004 On the 18.12.1991 Northern Light Music Limited of Aurora Studios, Grindleton, Clitheroe, Lancashire assigned the rights of priority application GB9027784.9 to Select Hearing Systems Limited of Audio house, Grindleton, Clitheroe, Lancashire. Official evidence filed on GB2267412.
Entry Type 10.1 Staff ID. SA1 Auth ID. F21
- 20.09.2004 TONEWEAR LIMITED, Incorporated in the United Kingdom, 37 Warren Street, LONDON, W1T 6AD, United Kingdom [ADP No. 08948580001]
registered as Applicant/Proprietor in place of
SENSE-SONIC LIMITED, Incorporated in the United Kingdom, 3rd Floor, King Edward House, Jordangate, Macclesfield, Cheshire, SK10 1EE, United Kingdom [ADP No. 08162679001]
by virtue of assignment dated 15.09.2004. Form 21/77 filed on GB2267412.
Entry Type 8.4 Staff ID. SA1 Auth ID. F21

**** END OF REGISTER ENTRY ****

OA80-01
PA

OPTICS - PATENTS

23/09/04 10:31:45
PAGE: 1

RENEWAL DETAILS

PUBLICATION NUMBER GB2267412

PROPRIETOR(S)

Tonewear Limited, Incorporated in the United Kingdom, 37 Warren
Street, LONDON, W1T 6AD, United Kingdom

DATE FILED 23.12.1991

DATE GRANTED 12.10.1994

DATE NEXT RENEWAL DUE 23.12.2004

DATE NOT IN FORCE

DATE OF LAST RENEWAL 23.09.2003

YEAR OF LAST RENEWAL 13

STATUS PATENT IN FORCE

**** END OF REPORT ****

EMAIL

②

"A"

From: Paul Twyman
 To: Adkins, Steve
 Date: Tue, Sep-28, 2004 3:19 pm
 Subject: Re: Fwd: GB2267412

Steve,

I couldn't find anything specific in Act, Rules or MoPP, but Terrell (para 10.23) confirms that a "...second assignee cannot hold the rights which he has acquired without also fulfilling the obligations which may be said to attach to those rights....". In this case, any rights established by Mr Hall under the terms of earlier assignments may be carried forward and impose obligations on the current proprietors (Tonewear, Elitesound and Websound). If we have sufficient evidence to satisfy ourselves that such a right exists it seems an appropriate matter for inclusion on the Register under R44(4).

I would therefore advise that, if you are satisfied that Mr Hall has a right, we should agree to record that right in the Register. As before (and I am not clear if you have previously pointed this out to Mr Hall) we should tell him that recording in the register does not create a right where one does not exist and that a right exists even if not recorded on the Register - though there are benefits from it being so recorded. Also, as before, we should advise Mr Hall to contact the to seek professional advice from a patent agent or legal adviser and to contact the current proprietors. Again as before we should copy correspondence to the AFS.

Paul
 ext 4454

>>> Steve Adkins 23/09/2004 14:36:48 >>>
 Paul

We have recorded the assignment of the P/doc for Mr Hall. Wilson Gunn then filed an assignment to Tonewear who bought the IP from the administrators of Sense-Sonic. Talking to Mr Hall I think he wants an entry put on the Register to alert future buyers that he is entitled to royalty payments. I have said his assignments and correspondence are open to public inspection but I am unsure if we can do this for him. Any suggestions would be helpful.

Thanks
 Steve

CC: Bender, Steve

"A"

Steve Bender
PDB
GY20

GB2267412

Assignment of GB2267412

"B"

1 Firstly, Mr Hall's request to change our proposed wording. We should, of course, correct the dates. As the assignment appears to have given ongoing royalty rights to Northern Light Music Limited (NLML) rather than to Mr Hall then I would delete the reference to Mr Hall in its entirety and replace it with NLML. The 21/77 dated 2/9/2004 filed by Mr Hall, together with copies of the 31/7/91 and 18/12/91 assignments, show the assignment was from NLML to Select Hearing Systems Limited (SHSL) and bound SHSL and its successors to pay royalties to NLML. On this basis we should amend the Register to refer to NLML rather than Mr Hall, and advise that any litigation should also be in the name of NLML. The proposed, revised, Register entry would thus read "By virtue of the terms of assignments dated 31.7.1991 and 18.12.1991 Northern Light Music Limited is due royalty payments from any subsequent assignee. Evidence filed on GB2267412". I would omit "consideration of" as the documents provide evidence that royalties should be paid not considered.

"C"

2 Should Mr Hall decide to instigate litigation, it will be important that he correctly identifies whether he claims that he or NLML is losing out and makes a claim accordingly. As noted in my 31/8 e-mail, Mr Hall may see himself and NLML as the same thing, but legally they are not and he needs be make any claim on behalf or the right party - we need to make this clear to him. From the evidence, and as above, it seems that it is NLML which should be making any claim.

"D"

"E"

"F"

3 Secondly, Wilson Gunn M' Caw (WGM) may well be correct that a person cannot become liable to an agreement to which they are not a party. Nonetheless, a subsequent assignee with notice does take a patent subject to any covenants. I feel that WGM's proposal in respect of the wording does not give third parties (including possible subsequent assignees) information about the relatively unusual circumstances of this case which it would be useful for them to have.

"G"

"H"

4 I think we are at the stage where our writing to Mr Hall and to WGM is generating no new light. We have evidence of assignment which, on the face of it, continues to give NLML some rights and we have Rule 44(4) which allows us to enter in the register such particulars as we think fit. I would therefore propose to enter the wording as set out in your letter of 5 October (subject to any change as a result of Para. 1 above). Whatever form of wording we use will not, of itself, resolve Mr Hall's concern that NLML is not being paid royalties due. It appears that the parties are not going to resolve the issue by discussion or mediation, which is what they should try first. If they have tried that and failed, and are dissatisfied with the outcome, they will have to resort to litigation.

5 If NLML is not getting royalties which Mr Hall believes should be paid then he could sue. This could be done in the Patents County Court, which will be cheaper than the High

Court, especially if under the "streamlined procedure".

6 Mr Hall for NLML, or WGM or Tonewear, could ask the comptroller (under Section 37(1) of the Patents Act 1977) to determine whether any right in or under the patent should be transferred or granted to any other person or persons. More relevant might be a request under S37(2) for either party to seek an order about the registration of the assignments and/or directing the proprietor of the patent or anyone having any right in or under the patent to do something.

7 Should Mr Hall for NLML, or WGM or Tonewear, decide to start proceedings before the comptroller they will need to file a form 2/77 together with the £50 fee. The form can be downloaded from our website at <http://www.patent.gov.uk/patent/forms/pf0277.pdf>. They should also consult our information booklet "Deciding patent disputes in the Patent Office" which can also be found on our website at <http://www.patent.gov.uk/patent/info/deciding.pdf>.

8 Mr Hall would be well advised to seek professional advice and might wish to contact the Chartered Institute of Patent Agents at:

The Chartered Institute of Patent Agents
95 Chancery Lane
London
WC2A 1DT

tel: 020 7405 9450
fax: 020 7430 0471
e-mail: mail@cipa.org.uk

9 We should write to the parties setting out what we propose to do in respect of the Register entry and setting out the options should discussion between them fail and either party wish to start litigation. We should provide a copy of the 2/77 and the "Deciding Disputes" booklet to each party. Mr Hall should be made clearly aware of the need to initiate any litigation in the name of the correct party (probably NLML) and of the desirability of seeking professional advice.

Paul Twyman
Senior Legal Adviser
17 November 2004

RE: Assignments

Page 1 of 5

ul Twyman - RE: Assignments

"A"

From: "Johnson Phillip (Mr PM)" <phillip.1.johnson@dti.gsi.gov.uk>
 To: "Twyman Paul (Mr PM)" <Paul.Twyman@patent.gsi.gov.uk>
 Date: 23/12/2004 10:03
 Subject: RE: Assignments
 CC: "Bucknill Mark (Mr MR)" <Mark.Bucknill@dti.gsi.gov.uk>, Hugh Edwards <Hugh.Edwards@patent.gov.uk>, Steve Adkins <Steve.Adkins@patent.gov.uk>, Steve Bender <Steve.Bender@patent.gov.uk>

"B"

Paul

If the covenant is included on the register then an subsequent assignee would almost certainly have (constructive) notice of the restriction and so be bound by it. In other words, no "separate" notice would actually be required.

Have a good Christmas,

Phillip

-----Original Message-----

From: Paul Twyman [mailto:Paul.Twyman@patent.gsi.gov.uk]
 Sent: 22 December 2004 15:50
 To: phillip.1.johnson@dti.gsi.gov.uk
 Cc: Mark.Bucknill@dti.gsi.gov.uk; Hugh Edwards; Steve Adkins; Steve Bender
 Subject: RE: Assignments

Phillip,

This is enough for us to make a decision on the form of wording which we should use when recording the various transactions on the Register. While the covenant is not covered by S33(3) I propose to record the covenant under S32(2)(b) and R44(4) on the grounds that the covenant affects rights under the patent and alerts possible future assignees to an existing right by A and helps protect A's continuing right to royalties - even if C is not liable for such royalties. We'll record that the original assignment gives A a right to royalties from a subsequent assignee with notice.

Thanks for the swift response. I'm glad that there wasn't a clear precedent staring out at me.

Happy Christmas and 2005.

Paul

>>> "Johnson Phillip (Mr PM)" <phillip.1.johnson@dti.gsi.gov.uk>
 22/12/2004 15:32:58 >>>

andrew.hall2@btconnect.com

"A" **From:** "Sue Williams" <Sue.Williams@ipo.gov.uk>
To: <andrew.hall2@btconnect.com>; <djm@dyoung.co.uk>
Cc: "Nicole Edmunds" <NEDMU.PDD.PatentOffice_PDD@ipo.gov.uk>
Sent: 28 June 2007 14:49
Subject: Re: GB2267412 (G017131)

Dear Sirs

1. I am writing to both parties today to address two issues. The first issue relates to the status of Sense-Sonic Ltd in these proceedings. The second issue relates to a possible outcome to these proceedings which might suggest that a settlement would be a better commercial option for both parties.

"B" Sense-Sonic

2. The Claimant has asked the Hearing Officer to make an order to join Sense-Sonic Ltd as a defendant and this issue is due to be the subject of a preliminary decision.

3. Last week Mr Hall, the director of the Claimant and its representative in these entitlement proceedings, told the Office that he is now a director of Sense-Sonic Ltd and will be the only director for the next week. This information has since been confirmed by Mr Hall in an E-mail sent both to the Office and the Defendant's representative, and Mr Hall has also said that, ☐ *Sense-Sonic Ltd is in agreement to be joined as a defendant* ☐

4. It therefore seems clear that the Claimant still requires Sense-Sonic Ltd to be joined as a defendant and Sense-Sonic Ltd is also willing to do so.

5. I also note that the Defendant, in response, has requested that, ☐ *the comptroller contact us in writing no later than Monday 25 June 2007 if the Comptroller intends to admit these late filed submissions of the Claimant into the proceedings* ☐

6. I hope the both parties appreciate that the Office is cautious about accepting out of time submissions otherwise there would be little point in setting deadlines which are necessary to make the proceedings flow more smoothly. Therefore, when the Hearing Officer writes his preliminary decision with respect to joining he may decide not to admit any such late submissions. Alternatively, if they appear not to be particularly significant he might simply allow them to be admitted de bene esse. In other words, they are there if needed later and then if they then have a significant impact on his decision the defendant would be invited to make submissions.

"D" ☐ No Win ☐ Scenario

7. Of course, these proceedings were launched under section 37 and that of itself might limit the remedies that the Hearing Officer will be able to award to the Claimant if he were to find in its favour.

8. It is also clear that the outcome will depend on the strength of the arguments and evidence presented to the Hearing Officer at the trial. The Claimant will also be aware that in civil proceedings the onus is generally on a claimant to prove its claim against a defendant and it must do so to the normal civil standard: on the balance of probabilities.

9. Therefore, I will again remind the parties to focus on issues and remedies which are achievable under section 37 and not to pursue arguments which are not likely to succeed under this section. Not

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doing so could have cost implications as well as wasting time and being ineffective.

10. As I have suggested, I do not know what the Hearing Office will decide for there are many potential outcomes. However, what does seem likely is that the Hearing Officer may have to firstly decide whether the patent was actually assigned to the Defendant from Sense-Sonic Ltd. } "E"

11. Then, if he decided it was, the Hearing Officer then might choose to consider whether, if by virtue of the assignment having taken place, that the Defendant had a legal obligation to pay royalties to the Claimant. } "F"

12. Of course if a decision was made to the effect that an assignment to the Defendant had not taken place, it is difficult to see how the Defendant would be liable to pay royalties because without an assignment there would be no implied agreement. In this situation, the Claimant might not be awarded any royalty payments, the Defendant might effectively lose its patent and Sense-Sonic could be found to be the patent proprietor (regardless of whether they are a joined as a party or not). } "G"

13. If this were to happen it would seem to be a ☐no win☐ scenario for both the Claimant and Defendant. Of course, this may not be the most likely outcome as there are many possible outcomes but given that this rather ugly result is a possibility, the Office believes it is necessary to ask the parties if they have considered it. } "H"

14. Accordingly, the parties are still encouraged (even at this late stage) to consider mediation to achieve a compromise agreement.

Yours faithfully

Sue Williams (Mrs)
for Nicole Edmunds
Litigation Section
UK IPO

Tel: 01633 814736
Fax: 01633 814491
Email: sue.williams@ipo.gov.uk

**COMMISSION / CONSULTANCY
AGREEMENT**

Between

Sense-Sonic Limited
King Edward House,
1 Jordangate
Macclesfield, Cheshire,
SK10 1EE
UK

(Hereinafter referred to as SSL)
Company number: 3975609

And

Andrew, James, Jamieson, Hall.
Noyna Lodge,
Manor Road,
Colne, Lancs BB8 7AS

(Hereinafter referred to as AH)

March 2001

This Commission/Consultancy agreement is intended by the Parties to provide for the payment of a fixed commission for the life of the product and its associated intellectual property (IP). The product being the Conversor and the Conversor (IP).

It is further agreed that this agreement provides for the employment of Andrew Hall as a consultant for a reasonable period of mutual evaluation of the current and future opportunities for the Products and IP. This employment shall not be less than six months from the date of commencement of this Agreement and may be extended by mutual agreement of the parties.

1. Commission and Consultancy Agreement.

- 1.1 SSL agrees to pay AH a commission against the products listed in the Schedule attached hereto (hereinafter called 'The Products') commencing on the 1st day of April, 2000 (hereinafter called the 'Commencement Date') in consideration of which SSL will pay AH the following amounts:
- (a) To pay for the added value element of the 200 yet to be completed SHS Conversor units up to a Maximum of £4,000.
 - (b) In addition AH will submit an invoice each month in respect of consultancy services provided by A.J.J.Hall @ £4,000 gross per calendar month, a car allowance @ £325.00 plus a mileage claim for all business miles charged @ 34p per mile, SSL will pay such invoices within 5 days.
 - (c) In the event that SSL does not desire to extend the aforesaid 6 (six) month initial consultancy period over which situation is to be reviewed, SSL will give AH at least one months notice of any intention to cancel or change this agreement.
 - (d) During the lifetime of this agreement AH will be entitled to receive a royalty on each Conversor unit sold. The royalty payment will be calculated as 30% of the gross profit. The gross profit will be calculated as the difference between the standard/actual cost and the selling price.
- 1.2 AH agrees not to work for any other person/organisation/company or to act as a distributor for competing Products in the Territory during the currency of the Agreement or any period of renewal hereof.
- 1.3 From the commencement date and during the currency of this agreement SSL shall take the responsibility for the control and processing of all orders and the selling price for the products.
- 1.4 During the period of this agreement AH will continue to assist as and where necessary with all aspects of production, marketing, packaging or any other aspects as may seem reasonable by SSL. This shall include any "new know how" which shall also be deemed as being covered by this agreement.

2. SUPPLY OF PRODUCTS AGAINST ORDERS

- 2.1 SSL shall take responsibility for the supply of the Products.
- 2.2 AH shall ensure that he will endeavour to specify the lowest cost acceptable for materials in the specification of the products. SSL reserves the right to substitute technically acceptable alternative materials in the manufacture of the products.
- 2.3 All orders or enquiries received by AH from customers in the Territory shall be referred to SSL.

- 2.4 Full particulars of the specifications of the Products and any future designs shall be furnished by AH and assigned to SSL.

3. PRICE

- 3.1 PD is free to determine its own selling prices for the Products.

4. IMPROVEMENTS

- 4.1 Any improvements, modifications, alterations, amendments and the like developed by AH and any patents, utility models and designs granted thereof, shall be the property of SSL. Any improvement, modification, alteration, amendment and the like means any part, or combination of parts, or a method of using or manufacturing either of the foregoing.

5. SSL DUTIES

- 5.1 SSL agrees:

- (a) To use its reasonable endeavours to promote and extend sales of the Products in the Territory and to meet demand on reasonable terms and at competitive prices;
- (b) To provide after sales service;
- (c) To enter into a separate Trade Mark Licence Agreement, which shall be produced to the Registrar of Trade Marks for the UK for recording SSL in the Trade Marks Register as a Licensee of the Registered Trademark for the Products as soon as practically possible Following commencement of this agreement.

7. PROMOTION & MARKETING

- 7.1 The Parties shall co-operate in regard to the promotion and marketing of the Products.

8. TERMINATION

- 8.1 SSL may, at its sole discretion, give one months notice in writing to AH of the Termination of the consultancy agreement.

In this case the terms of this Agreement or such of them as is or are relevant, shall continue to Operate after the last full day in respect of any orders and matters relevant thereto, which are still Outstanding so that they may be completed as well as if the Agreement were still in full force and effect.

- 8.2 Following:

Failure of either Party to observe any of the terms hereof to a material and significant extent and to remedy the same (where it is capable of being remedied) within a reasonable period specified in a notice given by the aggrieved Party to the Party in default calling for remedy, being a period not less than 30 days.

- 8.3 If at any time SSL shall cease to carry on business, this Agreement shall forthwith terminate except that if such cessation follows from a transfer of the business in the Products to another person, SSL may by notice to such other person opt to continue the Agreement.

- 8.4 Failure by either Party to observe the terms of this Agreement arising from causes beyond its reasonable control shall not be deemed a breach of this Agreement, which shall continue in force until the circumstances have ceased to prevent performance provided that the Period of cessation does not exceed 6 (six) months. Without limiting the generality of this Provision the following shall be deemed to be causes beyond the reasonable control of Either Party, namely: earthquake, lightning, storm, hurricane, fire, explosion, and failure of Public services, breakdown of machinery, absence of transport facilities, labour disputes and The like.

9. EFFECT OF TERMINATION

- 9.1 On expiration of termination of this Agreement the following shall operate;
- (a) Outstanding unpaid invoices shall be payable in accordance with terms agreed between the Parties.
 - (b) AH will continue to have the right to the commission provided under 1.d of this agreement for the life of the product and its associated IP.
 - (c) SSL will be responsible for providing the sales figures on a monthly basis to AH. The figures shall be provided in accordance with generally accepted UK accounting practices. The figures for the current months sales should be provided to AH no later than 21 days after the month end.

10. APPLICABLE PATENTS and INTELLECTUAL PROPERTY

- 10.1 SSL will apply for patent protection of the Products in specific countries set down in Annex A within the Territory under Application number 92901834.9-2211 "The European Patent Application" and under Application number 08/384,395 "The U.S. Application" and under Application number 2267412 "The Granted U.K. Patent" and has registered the design of the Products in the U.K. under Design Registration numbers 2022759 and 2027609 and this Agreement shall also extend to any further patent, utility model, design or copyright registration which may be granted to either of the Parties hereto or to them jointly by way of improvement, development or otherwise. SHS shall provide a summary of the patent situation from the relevant patent Attorney.

11. ANCILLIARY PROVISIONS

- 11.1 The relationship between the Parties is that of a sole Consultant and shall not be deemed to be that of employer/employee, Principal/Agent, joint venture, partnership or otherwise. AH is not authorised to act on behalf of SSL purporting to bind SSL.
- 11.2 SSL shall have the right to assign this Agreement or the right hereunder, except as part of the sale of its whole business as a going concern and to a person who is not a direct or serious competitor of the other, or except with the written consent of the other.
- 11.3 The parties hereby undertake:
- (a)
 - i) not at any time to divulge any information which they may become possessed or aware of in relation to the others affairs in relation to this Agreement or the operation thereof which is of a confidential nature;
 - ii) not to act in any manner which will or might expose each other to any liability nor pledge or purport to pledge each other's credit.

- (b) SSL hereby undertakes not, (during a period of 6 months) after the expiration or termination hereof, to be associated with the manufacture or sale of the Product or of goods of the same description without the prior written consent.
- 11.4 Any waiver or forbearance in regard to the performance of this Agreement shall operate only if in writing and shall apply only to the specified instance, and shall not affect the existence and continued applicability of the terms thereof thereafter.
- 11.5 All communication between the Parties hereunder made in the course of operating this Agreement or of terminating the same or giving notice of breach or alleged breach which are sent or despatched as set out below shall be deemed to have been given to the addressee at the times stated provided that the communication is addressed to the last known address from which this Agreement is being operated by the other Party and is properly franked or otherwise prepaid:
- (1) by airmail - four days after despatch;
 - (2) by cable - two days after despatch;
 - (3) by telex, facsimile or other electronic means of written communication - 6 (six) hours after despatch during business hours; otherwise 4 (four) hours after commencement of business thereafter.
- 11.6 This Agreement shall be governed by English Law.

IN WITNESS whereof the Parties hereto have by their authorised officers entered into this Agreement as from the date aforesaid in clause 1.1 hereof.

Signed: _____ Signed: _____
Sense-Sonic Limited Andrew J.J.Hall

Date: _____ Date: _____

The Schedule

The Products: **The CONVERSOR.**

ANNEX A

SSL will apply for patent protection of the Products in specific countries set down below:

Application number 92901834.9-2211 'The European Patent Application'

GERMANY

AUSTRIA

FRANCE

NETHERLANDS

DENMARK

Application number 08/384,395 'The U.S. Application' - U.S.A.

Application number 2267412 'The Granted U.K. Patent' - U.K.

"A" ■
From: John.Gatenby@addleshawgoddard.com
To: Andrew Hall
Sent: Tuesday, August 08, 2006 10:01 AM
Subject: Sense-Sonic Limited

Dear Mr Hall

I am not sure why you mark your letters "without prejudice". The position is that you are seeking the assistance of Addleshaw Goddard LLP in relation to the provision of evidence.

You are not, and have not been a client of the firm. We are not, therefore, obliged to respond to your correspondence at all, but we have chosen to be as helpful as possible within the constraints of the professional rules to which we are subject. We have spent a considerable amount of time in trying to deal with your enquiry and have not charged you. We are not prepared to carry out any further work unless you are prepared to pay for it.

We can only disclose material to you within the extent of the permission we have from Ernst & Young, standing in the shoes of the corporate director of Sense-Sonic Ltd, which as I outlined in my e-mail of 27th July is confined to:

- confirming whether, in February 2001, we received two assignments dated 31 July 1999 from Select Hearing Systems;
- confirming what work we carried out on those documents; and
- confirming what the firm did with them thereafter.

I also said I would write to you further if I had any further information to give you. I am now in a position to do so.

I have established that our file in relation to the acquisition of the assets of Select Hearing Systems Ltd was with Mr Warburton who returned it to me yesterday.

"B" ■
On reviewing that file I find that it contains a copy of a letter from you on behalf of Select Hearing Systems Ltd to Howard Baker at Oystertec Plc addressed to that company at its Macclesfield address, and which refers to a "folder of documents for Mark Warburton" and on the first page refers to two assignments each dated 31st July 1991. There is no indication from the files as to whether or not the folder was received at this office.

"C" ■
The copy of your letter on the file contains manuscript annotations by Mark Warburton, indicating that he considered its contents in the course of acting for Sense-Sonic Ltd in relation to the acquisition of the assets of Select Hearing Systems Ltd from the liquidator.

There is no indication from the file as to whether the firm ever received the "folder of documents", nor, if so, what became of them.

That is the full extent of the information I can give you within the scope of the permission you have obtained. The permission you have obtained does not extend far enough for me to respond to your enquiries of ABC Secretarial Ltd.

Yours sincerely

John Gatenby

John Gatenby
Solicitor Advocate*
Partner
for Addleshaw Goddard LLP

DDI: +44 (0)161 934 6548

Mobile: +44 (0)7775 586487

Fax: +44 (0)161 934 6060

Office Locations: <http://www.addleshawgoddard.com/contactus>

*Higher Courts Qualification (Civil)

Addleshaw Goddard - one of *The Sunday Times* 100 Best Companies to Work for in the UK

andrew.hall2@btconnect.com

From: <John.Gatenby@addleshawgoddard.com>
To: "Andrew Hall" <andrew.hall2@btconnect.com>
Sent: 22 August 2006 13:16
Subject: Sense-Sonic Ltd

Dear Mr Hall

I refer to your fax of 16th August 2006 and respond by reference to points 1 - 5 in the e-mail attached to your letter of 15th August 2006 to Ernst & Young. I will deal with these matters in chronological order.

Our file in respect of the placing of August 2001 first refers to your shareholding in a manuscript note between Mr Wightman of this firm and Adrian Binney as follows:

"S/holders

S/h will change.

A Hall	10%
Directors and others	2-5%
Relatives of PD	?
P Davidson	"around 50%""

On 23rd July 2001 at 13:06 Adrian Binney sent Mr Wightman by e-mail a spreadsheet with the shareholders pre-placing. The email states:

"This is draft and will be firm within 2 hours - Hall can be ignored for now - his holding will be within Pauls, who will transfer sufficient number of shares to = 8% post placing and pre IPO"

An undated manuscript note a few pages further on in the file records:

"Andrew Hall

Will have 8000 pre-placing shares (8%) will be granted a personal right whereby he will be allotted shares by the company as bonus shares (fully paid) to ensure 8% of issued shares. Will be allotted through sh prem a/c"

There are two typed telephone attendance notes between Adrian Binney and Mr Bee of this firm. One may be in confirmation of this note. It summarises the above information and continues that Mr Bee:

"points out that an allotment must therefore take place once the placing has been completed, 8000 shares of an issued share capital of 125,000 shares is equivalent to only 6.4%.

[Mr Bee] therefore points out that I the bonus allotment is to come from the placing shares the new placees' shareholdings will be diluted.

[Adrian Binney] - Bonus shares in addition to the placing shares will be allotted.

[Adrian Binney] confirms that the bonus shares will attract the same rights as the existing ordinary shares and that the allotment of bonus shares to AH will be an ongoing right which will be made whenever further issues are made."

Undated emails to Adrian Binney and to TLT, the solicitors for the brokers, follow attaching a draft of the Deed and other documents. The email to Adrian Binney states:

"The attached Deed contains the right to be granted by Sense-Sonic whereby Andrew will be entitled to

03/04/2007

allotments of fully paid bonus shares that will ensure that his shareholding does not fall below 8% of the issued share capital of the Company. If Andrew is not paying for these shares, they will have to be allotted to him as fully paid bonus shares. Under the Companies Act such allotments will have to be made through the Company's share premium account.

*

I have incorporated an undertaking under which Andrew agrees not to sell or transfer any or all of his shares prior to the Company listing on a recognised stock exchange. On listing, his shares will be listed with the remaining ordinary shares.

Please forward Andrew's address as soon as possible for insertion into the Deed."

The telephone conversation between Mr Bee and Adrian Binney recorded in the second typed attendance note would seem to follow. It refers to a change in the drafting of the Deed to delete the words "subject to the Company being able to comply with the Companies Act" from the original draft. An version of the Deed "updated after discussion with our client" was then sent to TLT by e-mail on 25th July 2001 at 14:11.

The transfer of the 8000 shares to you (from Paul Davidson) was approved at a board meeting held on 24th July 2001 at which Paul Davidson and Howard Baker were present and Adrian Binney in attendance. The placing documents were approved at a board meeting the following day, and those minutes also record the approval of the Deed.

The file also contains a faxed copy of the Deed from which it appears that you executed it on 2nd August 2001. You probably have your own copy, but it recites that you own 8000 ordinary shares representing 8% of the issued ordinary shares of Sense-Sonic Ltd. The Deed provides that whenever further ordinary shares are issued you will receive further ordinary shares to ensure that your shareholding remains at 8% (clause 1), and that those shares will be allotted as fully paid bonus shares (clause 2) No doubt you have your own copy of that document.

I turn now to the company secretarial file, from which it appears that share transfers were sent to Mrs Davies, but an internal note of 7th August 2001 lists all the transfer and stamp duty amounts but records that the transfer in respect of your shares and that on another individual remain outstanding.

On 17th August the brokers sent in the registration list of share holders taking shares in the placing, and Mrs Davies attended to the administration of that list. The share certificates went out on 23rd August.

On 2nd October 2001 at 18:31 Adrian Binney emailed Mrs Davies to say that you had been enquiring about the Deed and your share certificate.

On 9th October 2001 at 12:53 Mrs Davies replied that she had located a copy of the Deed. The email continues:

"Accordingly, Andrew Hall has been issued with 8,000 shares and Mark has confirmed that this is the correct current position. The numbers stated on share certificate 26 are correct."

There is then a manuscript note of an internal conversation between Mrs Davies and Mr Wightman of 15th October 2001 which reads:

"Andrew Hall should be allotted an additional 2160 so his balance = 10160"

On 16th October 2001 Mrs Davies wrote to Adrian Binney enclosing share certificate no 75 *"relating to the total amount of shares held by Andrew Hall in the above Company. I also enclose a Form 88(2) which relates to the allotment of an additional 2,160 share to Andrew on the 25th July 2001"* The balance of the letter deals with the technicalities of handling the paperwork.

On 29th November 2001 Mrs Davies sent a reminder to Adrian Binney, and on 6th December 2001 sent you your share certificate.

It then appears than on 9th July 2002 "Phil" of E & Y spoke to Mrs Davies. He was querying the number of shares you held in the company, mentioning an obligation on your part to retain an 8% shareholding. Upon investigating, Mrs Davies found that the Form 88(2) relating to the allotment of the additional shares had not

been filed. She then spoke to our Mr Holmes, who became concerned that because he was not aware that any payment had been made for the shares, which would have made it an illegal allotment if they had been issued at a discount.

Mr Holmes also did a recalculation of the number of shares required to be issued and concluded that the correct number was 2174, not the 2160 which Mr Wightman had told Mrs Davies. Mrs Davies then spoke to Mark Warburton who thought initially that the allotment had been made by way of gift, but that was no longer possible. Mr Warburton suggested that the shares should be issued at par, but to remain uncalled. Mr Holmes agreed, but added that the situation would need to be reconsidered prior to the company being floated.

On 10th July 2002 Mrs Davies wrote to Mike Fairhurst with board minutes to approve the allotment of the revised figure of 2,174 shares, a share certificate (no 78) and a copy of form 88(2). From the file it appears that Mike Fairhurst left the company shortly thereafter.

There is nothing further on the file other than an email to the Duncan Peyton at the company dated 6th February 2003 at 11:15 listing all shareholders and their holdings, from which it appears that your holding is still shown as 8000 shares or 6.4%. It therefore appears that the matter was not followed through by the company on Mike Fairhurst's departure.

I have so far seen no file dealing with paragraph 6, and if you are able to give me any additional information which might help me locate it I will see if I can be of further assistance.

Yours sincerely

John Gatenby

John Gatenby
Solicitor Advocate*
Partner
for Addleshaw Goddard LLP

DDI: +44 (0)161 934 6548
Mobile: +44 (0)7775 586487
Fax: +44 (0)161 934 6060
Office Locations: <http://www.addleshawgoddard.com/contactus>

*Higher Courts Qualification (Civil)

Addleshaw Goddard - one of *The Sunday Times* 100 Best Companies to Work for in the UK

This e-mail is intended solely for the addressee, is strictly confidential and ma
Addleshaw Goddard is a limited liability partnership registered in England and Wa
Additional terms and conditions are available on our Web site - <http://www.addles>

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03/04/2007

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Private & Confidential

Draft 24 Jul 01

IAW 87402/2

DATED

2001

SENSE-SONIC LIMITED

(1)

and

ANDREW HALL

(2)

DEED



ADDLESHAW BOOTH & CO

THIS DEED is made on

2001 **BETWEEN:**

- (1) **SENSE-SONIC LIMITED** of 3rd Floor, King Edward Building, Jordangate, Macclesfield Cheshire SK10 1EE ("**Company**").
- (2) **ANDREW HALL** ("**Mr Hall**") of Noyna Lodge, Manor Road, Colne, Lancashire BB8 7AS United Kingdom

RECITALS

- (A) Mr Hall owns 8,000 ordinary shares representing 8% of the issued ordinary shares in the capital of the Company.
- (B) In recognition of services which Mr Hall has rendered to the Company, the Company wishes to ensure that Mr Hall retains an 8% interest in the Company's capital notwithstanding further issues of shares which the Company may wish to make.

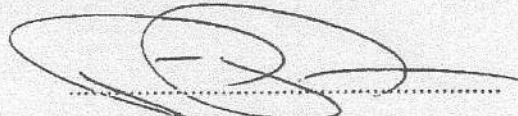
OPERATIVE PROVISIONS

- 1 The Company undertakes to Mr Hall that whenever further ordinary shares are issued by the Company, the Company will, issue such number of further fully paid ordinary shares to Mr Hall to ensure that Mr Hall's shareholding remains 8% of the issued share capital of the Company.
- 2 The shares issued in 1 above will be allotted as fully paid bonus shares.
- 3 Mr Hall undertakes to the Company that he will not sell or transfer any or all of his shareholding before the Company is listed on a recognised stock exchange.

- 4 If, after the Company is listed on a recognised stock exchange, Mr Hall sells or transfers any or all of his shares in the Company and the Company is subsequently required to issue to Mr Hall under clause 1, the number of shares to be issued to Mr Hall will be calculated on the basis that he had not sold or transferred any of his shares.

Executed as a deed and delivered by
SENSE-SONIC LIMITED acting by a
director and its secretary or by two
directors

)
)
)
)


.....

Executed as a deed by **ANDREW HALL**
in the presence of

)
)
)

.....

.....

.....

.....

RNID Sound Advantage**RNID****PURCHASE ORDER**1 Metro Centre
Welbeck Way
Peterborough
PE2 7UHSwitchboard : 01733 361199
Customer Services : 01733 232607
Fax : 01733 361161
Text : 01733 238020Order No. SAP/09812
Order Date 10/04/01
Delivery Date 21/05/01
Account No. SEL001VAT Reg. : GB 564 5243 37
Reg. Charity No. 207720To : Northern Light Music Ltd
Noyna Lodge
Manor Road
Colne
Lancs
BB8 7ASDeliver Installation Warehouse
To : 1 Metro Centre
Welbeck Way
Peterborough
PE2 7UH

fax 01282 718901

Page 1 Entered By Ella

Authorised By CA Baye

YOUR REFERENCE	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
	Our reference : IR45 SELECT CONVERSOR SYSTEM	20	EACH	250.00	5000.00

DELIVERY/OTHER INSTRUCTIONSPlease deliver Qty. 10 on 16th April 2001 and
Qty. 10 on 21st May 2001**TOTAL** 5000.00OUR STANDARD PURCHASE CONDITIONS WILL APPLY UNLESS OTHERWISE AGREED IN WRITING.
NO PRICE INCREASES WILL BE ACCEPTED UNLESS PREVIOUSLY AGREED. PLEASE ACKNOWLEDGE THIS
ORDER AND CONFIRM DELIVERY DATES UPON RECEIPT.**THE ROYAL NATIONAL INSTITUTE FOR DEAF PEOPLE**

RNID Sound Advantage**RNID****PURCHASE ORDER**1 Metro Centre
Welbeck Way
Peterborough
PE2 7UHSwitchboard : 01733 361199
Customer Services : 01733 232607
Fax : 01733 361161
Text : 01733 238020Order No. SAP/09853
Order Date 20/04/01
Delivery Date 27/04/01
Account No. SEL001VAT Reg. : GB 564 5243 37
Reg. Charity No. 207720To : Northern Light Music Ltd
Noyna Lodge
Manor Road
Colne
Lancs
BB8 7ASDeliver Main Warehouse
To : 1 Metro Centre
Welbeck Way
Peterborough
PE2 7UH

fax 01282 718901

Page 1 Entered By Ella

Authorised By

CA Bay

OUR REFERENCE	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
	Our reference : IR45 SELECT CONVERSOR SYSTEM	20	EACH	250.00	5000.00

DELIVERY/OTHER INSTRUCTIONS**TOTAL 5000.00**OUR STANDARD PURCHASE CONDITIONS WILL APPLY UNLESS OTHERWISE AGREED IN WRITING.
NO PRICE INCREASES WILL BE ACCEPTED UNLESS PREVIOUSLY AGREED. PLEASE ACKNOWLEDGE THIS
ORDER AND CONFIRM DELIVERY DATES UPON RECEIPT.**THE ROYAL NATIONAL INSTITUTE FOR DEAF PEOPLE**

Page 01

SOUND ADVANTAGE - > 01282718901

23-04-01 08:04 01733 361161

247B

RNID Sound Advantage

1 Metro Centre
Welbeck Way
Peterborough
PE2 7UH

VAT Reg. GB 564 5243 37
Reg. Charity N407720

Switchboard : 01733 361199
Customer Services 01733 232607
Fax : 01733 361161
Text : 01733 238020

PURCHASE ORDER

Order No. SAP/09858
Order Date 24/04/01
Delivery Date 01/05/01
Account No. SEL001

To : Northern Light Music Ltd
Noyna Lodge
Manor Road
Colne
Lancs
BB8 7AS

Deliver Main Warehouse
To : 1 Metro Centre
Welbeck Way
Peterborough
PE2 7UH

Andrew Hall

Fax 01282 718901

Page 1 Entered By Katie

Authorised By *AB*

YOUR REFERENCE	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
	Our reference IR45 SELECT CONVERSOR SYSTEM	40	EACH	250.00	10000.00

DELIVERY/OTHER INSTRUCTIONS

TOTAL 10000.00

OUR STANDARD PURCHASE CONDITIONS WILL APPLY UNLESS OTHERWISE AGREED IN WRITING.
NO PRICE INCREASES WILL BE ACCEPTED UNLESS PREVIOUSLY AGREED. PLEASE ACKNOWLEDGE
ORDER AND CONFIRM DELIVERY DATES UPON RECEIPT.

THE ROYAL NATIONAL INSTITUTE FOR DEAF PEOPLE

RNID Sound Advantage**RNID****PURCHASE ORDER**1 Metro Centre
Welbeck Way
Peterborough
PE2 7UH

Switchboard : 01733 361199

Customer Service 01733 232907

Fax : 01733 361161

Text : 01733 238020

Order No. SAP/09874

Order Date 25/04/01

Delivery Date 09/05/01

Account No. SEL001

VAT Reg. GB 564 5243 37

Reg. Charity No 07720

To : Northern Light Music Ltd
Noyna Lodge
Manor Road
Colne
Lancs
BB6 7AS

Deliver Main Warehouse

To : 1 Metro Centre
Welbeck Way
Peterborough

PE2 7UH

fax 01282 718901

Page 1 Entered By Martin

Authorised By

C. Bayer

YOUR REFERENCE	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
	Our reference IR45 SELECT CONVERSOR SYSTEM	40	EACH	250.00	10000.00

DELIVERY/OTHER INSTRUCTIONS**TOTAL****10000.00**

OUR STANDARD PURCHASE CONDITIONS WILL APPLY UNLESS OTHERWISE AGREED IN WRITING
 NO PRICE INCREASES WILL BE ACCEPTED UNLESS PREVIOUSLY AGREED. PLEASE ACKNOWLEDGE
 ORDER AND CONFIRM DELIVERY DATES UPON RECEIPT.

THE ROYAL NATIONAL INSTITUTE FOR DEAF PEOPLE

RNID Sound Advantage**RNID****PURCHASE ORDER**1 Metro Centre
Welbeck Way
Peterborough
PE2 7UHSwitchboard : 01733 361199
Customer Services : 01733 232607
Fax : 01733 361161
Text : 01733 238020Order No. SAP/09916
Order Date 14/05/01
Delivery Date 29/05/01
Account No. SEL001VAT Reg. : GB 564 5243 37
Reg. Charity No. 207720To : Northern Light Music Ltd
Noyna Lodge
Manor Road
Colne
Lancs
BB6 7ASDeliver Main Warehouse
To : 1 Metro Centre
Welbeck Way
Peterborough
PE2 7UH

fax 01282 718901

Page 1 Entered By Katie

Authorised By *C. Hall*

OUR REFERENCE	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
	Our reference : IR45 SELECT CONVERSOR SYSTEM	50	EACH	250.00	12500.00

DELIVERY/OTHER INSTRUCTIONS**TOTAL 12500.00**

OUR STANDARD PURCHASE CONDITIONS WILL APPLY UNLESS OTHERWISE AGREED IN WRITING.
NO PRICE INCREASES WILL BE ACCEPTED UNLESS PREVIOUSLY AGREED. PLEASE ACKNOWLEDGE THIS
ORDER AND CONFIRM DELIVERY DATES UPON RECEIPT.

RNID Sound Advantage**RNID****PURCHASE ORDER**1 Metro Centre
Welbeck Way
Peterborough
PE2 7UHSwitchboard : 01733 361199
Customer Services : 01733 232607
Fax : 01733 361161
Text : 01733 238020Order No. SAP/09936
Order Date 18/05/01
Delivery Date 04/06/01
Account No. SEL001VAT Reg. : GB 564 5243 37
Reg. Charity No. 207720To : Sense-Sonic Ltd
Suite 222
Glenfield Park
Lomeshaye
Nelson
BB9 7DRDeliver Main Warehouse
To : 1 Metro Centre
Welbeck Way
Peterborough
PE2 7UH

fax 01282 718901

Page 1 Entered By Katie

Authorised By CA Bone

YOUR REFERENCE	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
	Our reference : IR45 SELECT CONVERSOR SYSTEM	100	EACH	250.00	25000.00
IX-BP-1.2	Our reference : IR45A TRANSMITTER BATTERY PACK	1	EACH	7.50	7.50
RX-BP-1.2	Our reference : IR45B RECEIVER BATTERY PACK	1	EACH	14.00	14.00

DELIVERY/OTHER INSTRUCTIONS**TOTAL 25021.50**

OUR STANDARD PURCHASE CONDITIONS WILL APPLY UNLESS OTHERWISE AGREED IN WRITING.
NO PRICE INCREASES WILL BE ACCEPTED UNLESS PREVIOUSLY AGREED. PLEASE ACKNOWLEDGE THIS
ORDER AND CONFIRM DELIVERY DATES UPON RECEIPT.

THE ROYAL NATIONAL INSTITUTE FOR DEAF PEOPLE

Page 01

SOUND ADVANTAGE - 01282718901

191195 11210 23:60 10-05-01

247F

19-06-01 14:28 01733 361161

SOUND ADVANTAGE ->01282718901

Page 01

RNID Sound Advantage**RNID****PURCHASE ORDER**1 Metro Centre
Welbeck Way
Peterborough
PE2 7UH

Switchboard : 01733 361199

Customer Services : 01733 232607

Fax : 01733 361161

Text : 01733 238020

Order No. SAP/10032

Order Date 15/06/01

Delivery Date 09/07/01

Account No. SEL001

VAT Reg. : GB 564 5243 37

Reg. Charity No. 207720

To: Sense-Sonic Ltd
Suite 222
Glenfield Park
Lomeshaye
Nelson
BB9 7DRDeliver Main Warehouse
To: 1 Metro Centre
Welbeck Way
Peterborough
PE2 7UH

FAX 01282 718901

Page 1 Entered By Armstrong

Authorised By

C. Bage

YOUR REFERENCE	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
	Our reference : IR45 SELECT CONVERSOR SYSTEM	50	EACH	250.00	12500.00
AN-1	Our reference : IR45K RIBBON NECKLACE	1	EACH	6.50	6.50

DELIVERY/OTHER INSTRUCTIONS**TOTAL****12506.50**

OUR STANDARD PURCHASE CONDITIONS WILL APPLY UNLESS OTHERWISE AGREED IN WRITING.
NO PRICE INCREASES WILL BE ACCEPTED UNLESS PREVIOUSLY AGREED. PLEASE ACKNOWLEDGE THIS
ORDER AND CONFIRM DELIVERY DATES UPON RECEIPT.

THE ROYAL NATIONAL INSTITUTE FOR DEAF PEOPLE**247G**

NORTHERN LIGHT MUSIC LIMITED
CUMULATIVE VAT RET FOR YEAR TO 28-02-02

CLAIMING NO FUEL/MOTOR EXPENSES VAT

I WAS TAXED ON A COMPANY CAR THROUGH SELECT HEARING UP TO 05-04-01
THEREAFTER I HAD A PRIVATE VEHICLE SO CANNOT RECLAIM THE VAT ON FUEL / MOTOR PAYMENTS

YEAR VAT RECEIPTS TO 28-02-02

DATE		TOTAL	NET	VAT	INV. NO.
27.03.01	CHAPPELL VAT	57.37	0.00	57.37	1084 & 1090
28.03.01	SENSE-SONIC	4000.00	3404.26	595.74	1117 A&B
09.04.01	CARLIN	2204.61	1876.26	328.35	1093 B
12.04.01	PRS	1577.97	1342.96	235.01	1115
18.04.01	SALE ZERO	650.00	650.00	0.00	1100 & 1103
23.04.01	PRS	138.00	117.45	20.55	1116
25.04.01	SALE ZERO	325.00	325.00	0.00	1098
25.04.01	SALE RNID	2,937.50	2500.00	437.50	1092
30.04.01	SALE RNID	2,937.50	2500.00	437.50	1093
30.04.01	SALE ZERO	650.00	650.00	0.00	1095 & 1105
16.05.01	SALE ZERO	325.00	325.00	0.00	1099
21.05.01	SALE ZERO	325.00	325.00	0.00	1104
					SUB-TOT 16,127.95 14,015.93 2,112.02
04.06.01	SENSE-SONIC	8,943.33	7,611.34	1,331.99	1117A
07.06.01	SALE TELFORD	772.56	657.50	115.06	1108
13.07.01	PRS	981.86	835.63	146.23	1123
24.07.01	SENSE-SONIC	5,000.00	4,255.32	744.68	1117B
24.07.01	SALE ZERO	325.00	325.00	0.00	1121
24.07.01	SALE ZERO	325.00	325.00	0.00	1113
24.07.01	SALE ZERO	325.00	325.00	0.00	1101
27.07.01	SALE ZERO	325.00	325.00	0.00	1120
13.08.01	SENSE-SONIC	13,100.00	11,148.94	1,951.06	1119
13.08.01	SALE ZERO	325.00	325.00	0.00	1102
13.08.01	SALE TRURO	389.21	331.24	57.97	1110
20.08.01	SENSE-SONIC	13,050.00	11,106.38	1,943.62	1134A & 1122
					SUB-TOT 43,861.96 37,571.35 6,290.61
19.09.01	SENSE-SONIC	7,050.00	6,000.00	1,050.00	1124
01.10.01	CARLIN	2,299.89	1,957.35	342.54	1126
09.10.01	SENSE-SONIC	7,050.00	6,000.00	1,050.00	1128
15.10.01	PRS	2,472.48	2,104.24	368.24	1131
29.10.01	SENSE-SONIC	7,050.00	6,000.00	1,050.00	1129
29.10.01	CHAPPELL	170.85	145.40	25.45	1125
					NOT RECVD VAT YET
12.12.01	PRS	1,079.04	918.33	160.71	
14.12.01	SENSE-SONIC	7,050.00	6,000.00	1,050.00	
27.12.01	SENSE-SONIC	7,050.00	6,000.00	1,050.00	
30.01.02	SENSE-SONIC	14,409.13	12,283.00	2,146.13	
					SUB-TOT 29,588.17 25,181.32 4,406.85
	TOTALS	115,671.30	98,975.60	16,695.70	
					TOTAL 115,671.30 98,975.60 16,695.70
					TOTAL NET VAT

NORTHERN LIGHT MUSIC LIMITED

YEAR VAT BANK PAYMENTS TO 28-02-02

DATE		TOTAL	NET	VAT	CHEQUENO
23.03.01	BANK CHARGES	22.50	22.50		N/A
29.03.01	EUROQUARTZ	141.58	120.49	21.09	637
30.03.01	BANK CHARGES	8.02	8.02		N/A
02.04.01	GREEN BOX	28.79	24.50	4.29	638
23.04.01	SANKEY OFFICE SUP	21.28	18.09	3.17	640
30.04.01	INTEREST	1.41	1.41		N/A
30.04.01	EXCESS BORROW	38.50	38.50		N/A
30.04.01	BANK CHARGES	10.56	10.56		N/A
08.05.01	N B BROWN & CO	99.23	84.45	14.78	641
09.05.01	NORWICH UNION	152.50	152.50		
17.06.01	ARTFORM	69.32	59.00	10.32	701
29.05.01	MUSICIANS UNION	66.00	66.00		702
24.06.01	ORANGE	277.34	236.03	41.31	703
29.05.01	SANKEY LORD	85.00	85.00		704
25.05.01	GREENHALGH	262.50	262.50		
19.05.01	MOORE&SMALLEY	65	65.00		705
30.05.01	SANKEY OFFICE SUP	29.35	24.98	4.37	643
31.05.01	BANK CHARGES	18.47	18.47		N/A
					TOTAL NET VAT 99.33
03.06.01	ORANGE	123.79	105.35	18.44	719
30.06.01	N B BROWN & CO	160.74	136.80	23.94	647
03.07.01	ORANGE	129.91	110.56	19.35	719
03.08.01	ORANGE	147.58	125.60	21.98	648
					SUB-TOT 1,397.33 1,298.00 99.33
24.09.01	SAGE	153.70	130.81	22.89	721
28.09.01	ORANGE	250.51	213.20	37.31	722
29.10.01	ORANGE	252.58	214.96	37.62	649
29.10.01	AUDIO MOULDINGS	141.00	120.00	21.00	650
24.11.01	ORANGE	290.64	247.35	43.29	726
					TOTAL NET VAT 83.71
04.12.01	NORWICH UNION				DD 71.36
12.12.01	BSL	9.13	7.77	1.36	
24.12.01	ORANGE	156.68	133.34	23.34	729
02.01.02	VAT RETURN				730 3652.64
03.01.02	NORWICH UNION				DD 71.36
22.01.02	ORANGE	191.44	162.93	28.51	731
30.01.02	VISA TO CLEAR				732 2,821.01
30.01.02	MBNA TO CLEAR				3,250.00
04.02.02	NORWICH UNION				DD 71.36
					TOTAL NET VAT 53.21
	TOTALS	3,405.03	3,006.67	398.36	
					SUB-TOT 357.25 304.04 53.21
					TOTALS 3,405.03 3,006.67 398.36

Remittance Advice

Sense Sonic Limited
King Edward House, 1 Jordangate
Macclesfield, SK10 1EE
Email: info@sense-sonic.com
Tel: 01625 443333 Fax: 01625 669104

Paid To: Northern Light Music Limited
Noyna Lodge
Manor Road
Colne, Lancashire BB8 7AS

Payment Date: 05/10/2001

Payment No.: 200020

Payment Amount: 7,050.00

Account No.:

Date	Type	Reference	Original Amt.	Balance	Payment
30/09/2001	Bill	40254/1128	7,050.00	7,050.00	7,050.00

To Bank
9-10-01

249A

Remittance Advice

Sense-Sonic Limited
King Edward House, 1 Jordangate
Macclesfield, SK10 1EE
Email: info@sense-sonic.com
Tel: 01625 443333 Fax: 01625 669104

Paid To: Northern Light Music Limited
Noyna Lodge
Manor Road
Colne, Lancashire BB8 7AS

Payment Date:	22/11/2001
Payment No.:	100135
Payment Amount:	7,050.00

Account No.:

Date	Type	Reference	Original Amt.	Balance	Payment
31/10/2001	Bill	40328/1129	7,050.00	7,050.00	7,050.00

*To Bank
12-11-01*

249B

Remittance Advice

Sense-Sonic Limited
King Edward House, 1 Jordangate
Macclesfield, SK10 1EE
Email: info@sense-sonic.com
Tel: 01625 443333 Fax: 01625 669104

Paid To: Northern Light Music Limited
Noyna Lodge
Manor Road
Colne, Lancashire BB8 7AS

Payment Date:	07/12/2001
Payment No.:	100151
Payment Amount:	7,050.00

Account No.:

Date	Type	Reference	Original Amt.	Balance	Payment
30/11/2001	Bill	40391/1130	7,050.00	7,050.00	7,050.00

PAID IN TO
BANK
14-12-01

250A

Remittance Advice

Sense-Sonic Limited
King Edward House, 1 Jordangate
Macclesfield, SK10 1EE
Email: info@sense-sonic.com
Tel: 01625 443333 Fax: 01625 669104

Paid To: Northern Light Music Limited
Noyna Lodge
Manor Road
Colne, Lancashire BB8 7AS

Payment Date:	21/12/2001
Payment No.:	100169
Payment Amount:	7,050.00

Account No.:

Date	Type	Reference	Original Amt.	Balance	Payment
31/12/2001	Bill	40413/1132	7,050.00	7,050.00	7,050.00

paid in 27 Dec 01

250B

Nat West Current Account

00330

Date	Details	Withdrawn	Paid in	Balance(£)
22 Jan 2003	BROUGHT FORWARD			15,502.85
27 Jan	Cheque	000764 349.26 ✓		
	Direct Debit	GE CAPITAL WOODCHE 36690165749 00021 274.39 ✓		14,879.20
28 Jan	CHAPS Transfer	NONREF PCM55CI00605370		
		LUFF, A	7,050.00	

53/4315/15

313.26

20,203.20

Account Number 06935257
 (326) Branch sort code 01-02-20
 National Westminster Bank Plc

NORTHERN LIGHT MUSIC LTD

Date
26 August 2003

Your account and bill number
LC 2223 5930 Q031 QP

Your phone number
01282 867811



Cost of calls continued

Date	Time	Destination	Called number	Type of call	Duration	Cost
2 Aug	00:26	Local Rate	0845 0796889	Lo-call	00:00:49	0.042
2 Aug	10:12	Colne	01282 862630	Local	00:01:09	0.042
2 Aug	10:54	Gisburn	01200 445555	Local	00:00:35	0.042
2 Aug	11:16	Earby	01282 844801	Local	00:15:30	0.132
2 Aug	12:02	Earby	01282 843207	Local	00:00:35	0.042
3 Aug	10:44	Colne	01282 865408	Local	00:01:20	0.042
3 Aug	12:21	Earby	01282 843207	Local	00:00:50	0.042
4 Aug	09:27	Leeds	0113 343 7261	National	00:00:40	0.044
4 Aug	09:28	Leeds	0113 343 7171	National	00:00:04	0.042
4 Aug	09:31	Cuffley	01707 875219	National	00:06:32	0.439
4 Aug	10:02	Earby	01282 843207	Local	00:02:20	0.078
4 Aug	10:06	Manchester	0161 834 0936	National	00:10:34	0.711
4 Aug	11:29	Local Rate	0845 0796889	Lo-call	00:01:09	0.042
4 Aug	13:50	Mobile Phone	07970 728210	Mobile	00:00:06	0.042
4 Aug	14:39	Mobile Phone	07714 331701	Mobile	00:00:28	0.074
4 Aug	14:42	Burnley	01282 424923	Local	00:00:14	0.042
4 Aug	21:49	Burnley	01282 424923	Local	00:00:53	0.042
4 Aug	22:31	Local Rate	0845 0796889	Lo-call	00:02:04	0.042
4 Aug	22:49	Local Rate	0845 0796889	Lo-call	00:00:57	0.042
5 Aug	02:00	Local Rate	0845 0796889	Lo-call	00:00:57	0.042
5 Aug	02:11	Local Rate	0845 0796889	Lo-call	00:00:39	0.042
5 Aug	09:12	Manchester	0161 834 0936	National	00:10:20	0.695
5 Aug	09:24	Leeds	0113 343 7261	National	00:00:59	0.065
5 Aug	09:27	Silsoe	01525 863539	National	00:20:15	1.362
5 Aug	10:20	Burnley	01282 424927	Local	00:00:20	0.042
5 Aug	10:22	Burnley	01282 424923	Local	00:03:04	0.103
5 Aug	11:49	Leeds	0113 343 7261	National	00:18:33	1.247
5 Aug	12:18	Local Rate	0845 0796889	Lo-call	00:00:56	0.042
5 Aug	12:22	Local Rate	0845 0796889	Lo-call	00:00:35	0.042
5 Aug	21:14	Burnley	01282 424923	Local	00:02:37	0.042
6 Aug	01:55	Local Rate	0845 0796889	Lo-call	00:00:47	0.042
6 Aug	02:51	Local Rate	0845 0796889	Lo-call	00:00:35	0.042
6 Aug	08:43	Earby	01282 844801	Local	00:02:19	0.077
6 Aug	10:57	Colne	01282 864220	Local	00:05:58	0.200
6 Aug	11:05	Colne	01282 862630	Local	00:00:55	0.042
6 Aug	13:48	Gisburn	01200 445555	Local	00:02:45	0.092
6 Aug	13:58	Manchester	0161 834 0936	National	00:22:37	1.521
6 Aug	14:21	Leeds	0113 233 4999	National	00:20:13	1.360
6 Aug	20:09	Earby	01282 842450	Local	00:00:19	0.042
6 Aug	22:37	Local Rate	0845 0796889	Lo-call	00:00:58	0.042
6 Aug	22:38	Local Rate	0845 0796889	Lo-call	00:00:45	0.042
6 Aug	22:39	Local Rate	0845 0796889	Lo-call	00:01:00	0.042
7 Aug	00:51	Local Rate	0845 0796889	Lo-call	00:00:54	0.042
7 Aug	09:29	Colne	01282 862630	Local	00:00:39	0.042
7 Aug	11:04	Leeds	0113 343 4999	National	00:06:09	0.413
7 Aug	11:32	Colne	01282 862630	Local	00:02:10	0.072
7 Aug	20:40	Local Rate	0845 0796889	Lo-call	00:00:39	0.042
8 Aug	03:05	Local Rate	0845 0796889	Lo-call	00:00:59	0.042
8 Aug	10:50	Leeds	0113 233 4999	National	00:02:48	0.188
8 Aug	12:21	Burnley	01282 424923	Local	00:05:36	0.188
9 Aug	12:12	Gisburn	01200 445555	Local	00:04:22	0.042
9 Aug	13:45	Earby	01282 843207	Local	00:00:35	0.042
10 Aug	20:29	Burnley	01282 424923	Local	00:05:13	0.044
11 Aug	10:21	Colne	01282 862630	Local	00:01:42	0.057
11 Aug	10:47	Local Rate	0845 0796889	Lo-call	00:01:11	0.042
11 Aug	10:55	London	020 7870 9300	National	00:00:30	0.042
11 Aug	11:29	Local Rate	0845 0796889	Lo-call	00:00:36	0.042
12 Aug	08:15	Local Rate	0845 0796889	Lo-call	00:02:24	0.080
12 Aug	09:14	Bradford	01274 376825	National	00:03:07	0.209
12 Aug	09:18	Nelson	01282 611356	Local	00:02:56	0.098
12 Aug	09:55	Manchester	0161 839 0900	National	00:01:58	0.131
13 Aug	09:12	Manchester	0161 839 0900	National	00:03:12	0.215

table continues on next page

Date
24 November 2003

Your account and bill number
LC 2223 5930 Q032 UK

Your phone number
01282 867811



Cost of calls continued

Date	Time	Destination	Called number	Type of call	Duration	Cost
9 Sep	13:58	Local Rate	0845 0796889	Lo-call	00:02:20	0.078
9 Sep	14:05	Local Rate	0845 0796889	Lo-call	00:03:01	0.101
9 Sep	14:12	Local Rate	0845 0796889	Lo-call	00:05:46	0.193
9 Sep	14:22	Cambridge	01223 305493	National	00:44:48	3.014
9 Sep	15:20	Nelson	01282 699206	Local	00:00:25	0.042
9 Sep	15:21	Nelson	01282 611356	Local	00:02:46	0.093
10 Sep	10:07	Colne	01282 862630	Local	00:00:40	0.042
10 Sep	11:21	Leeds	0113 233 4999	National	00:10:39	0.716
10 Sep	11:34	London	020 7580 2179	National	00:03:39	0.245
10 Sep	11:39	Local Rate	0845 0796889	Lo-call	00:01:00	0.042
10 Sep	11:44	Local Rate	0845 0796889	Lo-call	00:00:47	0.042
10 Sep	20:17	Local Rate	0845 0796889	Lo-call	00:00:45	0.042
11 Sep	10:53	Burnley	01282 456333	Local	00:03:31	0.118
12 Sep	12:12	Colne	01282 862630	Local	00:00:26	0.042
13 Sep	12:29	Earby	01282 843207	Local	00:00:27	0.042
14 Sep	10:33	Colne	01282 864220	Local	00:00:20	0.042
14 Sep	11:51	Colne	01282 862630	Local	00:00:28	0.042
14 Sep	21:48	Premium Rate	0901 0775005	Premium	00:00:05	0.255
15 Sep	09:39	Blackburn	01254 506070	Local	00:02:37	0.088
15 Sep	09:47	Preston	01772 821021	National	00:01:00	0.067
15 Sep	09:49	Reading	0118 930 3388	National	00:01:48	0.120
15 Sep	10:01	Preston	01772 821021	National	00:00:31	0.042
15 Sep	10:12	Leeds	0113 278 4033	National	01:06:02	4.444
15 Sep	11:19	Leeds	0113 343 7261	National	00:18:35	1.251
15 Sep	11:38	Leeds	0113 278 7033	National	00:01:08	0.076
15 Sep	11:42	Preston	01772 821021	National	00:00:33	0.042
15 Sep	11:45	Leeds	0113 343 6509	National	00:01:58	0.132
15 Sep	11:47	Leeds	0113 343 6453	National	00:25:32	1.718
15 Sep	12:23	Leeds	0113 278 4033	National	00:09:20	0.628
15 Sep	12:37	Colne	01282 862630	Local	00:01:10	0.042
15 Sep	12:39	Earby	01282 842883	Local	00:00:10	0.042
15 Sep	12:44	Local Rate	0845 0796889	Lo-call	00:00:45	0.042
15 Sep	12:48	Preston	01772 821021	National	00:00:34	0.042
15 Sep	12:49	Manchester	0161 839 0900	National	00:19:24	1.305
15 Sep	13:12	Skipton	01756 749304	Local	00:00:55	0.042
15 Sep	23:09	Local Rate	0845 0796889	Lo-call	00:00:41	0.042
16 Sep	01:07	Local Rate	0845 0796889	Lo-call	00:10:10	0.086
16 Sep	08:45	Settle	01729 823538	Local	00:02:27	0.082
16 Sep	09:55	Leeds	0113 343 3832	National	00:03:36	0.242
16 Sep	10:23	Leeds	0113 343 6556	National	00:04:04	0.273
16 Sep	10:32	Leeds	0113 278 4033	National	00:01:03	0.070
16 Sep	10:43	Nat Rate	0870 0111111	Nat rate	00:01:47	0.120
16 Sep	10:48	Manchester	0161 934 6650	National	00:00:25	0.042
16 Sep	10:56	Manchester	0161 832 7603	National	00:00:12	0.042
16 Sep	10:58	Local Rate	0845 0700707	Lo-call	00:02:03	0.068
16 Sep	11:01	Manchester	0161 832 7603	National	00:00:30	0.042
16 Sep	11:02	Local Rate	0845 0700707	Lo-call	00:01:48	0.060
16 Sep	11:04	Nat Rate	0870 4443969	Nat rate	00:00:48	0.053
17 Sep	09:53	Nat Rate	0870 1540154	Nat rate	00:07:46	0.522
17 Sep	12:09	Colne	01282 862630	Local	00:03:57	0.132
17 Sep	12:17	Manchester	0161 839 0900	National	00:01:36	0.107
17 Sep	13:42	Local Rate	0845 0796889	Lo-call	00:01:58	0.066
17 Sep	20:38	Local Rate	0845 0796889	Lo-call	00:00:36	0.042
17 Sep	21:44	Local Rate	0845 0796889	Lo-call	00:01:24	0.042
18 Sep	10:39	Colne	01282 862630	Local	00:01:26	0.048
18 Sep	20:50	Preston	01772 717748	National	00:00:50	0.042
18 Sep	22:36	Local Rate	0845 0796889	Lo-call	00:00:43	0.042
19 Sep	01:44	Local Rate	0845 0796889	Lo-call	00:07:52	0.067
19 Sep	10:18	Local Rate	0845 0796889	Lo-call	00:00:42	0.042
19 Sep	12:51	Local Rate	0845 0796889	Lo-call	00:00:34	0.042
19 Sep	12:53	Reading	0118 930 3388	National	00:00:55	0.061
19 Sep	12:55	Leeds	0113 233 4999	National	00:31:48	2.140

table continues on next page



Per second & message itemisation for 07970 728210 continued

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Sub total from previous page £0.166

Date	Day	Time	Number	Place called	Call class	Service plan element	Duration hr:min:sec	Cost
08/08/03	Fri	09:36	01133436556	Leeds	talk	talk 150	0:03:23	0.000
		09:41	01282867811	Colne Lancs	talk	talk 150	0:01:28	0.000
		12:16	01282867811	Colne Lancs	talk	talk 150	0:04:46	0.000
		13:22	01223305493		talk	talk 150	0:25:53	0.000
		16:50	01282865408	Colne Lancs	talk	talk 150	0:00:58	0.000
		16:54	01254506666	Blackburn Lancs	talk	talk 150	0:00:34	0.000
		16:56	01204526161	Bolton Lancs	talk		0:01:13	0.152
		16:58	01282843207	Earby Colne, Lancs	talk		0:01:36	0.200
		17:02	07903016522	Other Mobile Network	talk		0:00:35	0.073
		17:14	01133434999	Leeds	talk		0:01:41	0.430
		17:38	01282865222	Colne Lancs	talk		0:05:05	0.635
		12:41	01282867811	Colne Lancs	talk		0:00:26	0.054
		13:09	447973100123	Orange Answering Service	talk		0:01:43	0.073
		13:10	01282867811	Colne Lancs	talk		0:00:10	0.013
		20:35	07977814695	Orange	talk		0:00:06	0.004
		22:10	447973100123	Orange Answering Service	talk		0:01:22	0.058
09/08/03	Sat	07:29	07977814695	Orange	talk		0:00:22	0.028
		09:52	07703756193	Other Mobile Network	talk		0:00:26	0.018
11/08/03	Mon	13:44	01282424923	Burnley Lancs	talk		0:00:04	0.007
		16:23	447973100123	Orange Answering Service	talk		0:01:21	0.169
12/08/03	Tue	10:21	01133434999	Leeds	talk		0:00:32	0.041
		10:26	01133434999	Leeds	talk		0:03:49	0.477
		10:29	07903016522	Other Mobile Network	talk		0:02:21	0.294
		10:41	01282867811	Colne Lancs	talk		0:00:56	0.238
		10:43	07970728213	Orange	talk		0:00:23	0.048
		10:53	07970728213	Orange	talk		0:01:06	0.094
		11:00	07970728213	Orange	talk		0:00:55	0.078
		11:44	447973100123	Orange Answering Service	talk		0:01:36	0.136
		11:45	01282611356	Nelson Lancs	talk		0:01:15	0.096
		11:46	01223305493		talk		0:00:20	0.042
		11:56	01282611356	Nelson Lancs	talk		0:03:01	0.377
		12:06	02890342090	Northern Ireland	talk		0:09:18	1.163
		12:26	01282611356	Nelson Lancs	talk		0:19:35	2.448
		12:37	01223305493		talk		0:05:35	0.698
		15:24	07903016522	Other Mobile Network	talk		0:21:31	2.690
		16:57	01133437261	Leeds	talk		0:04:14	1.081
13/08/03	Wed	17:14	07703195479	Other Mobile Network	talk		0:00:44	0.092
		09:36	447973100123	Orange Answering Service	talk		0:09:21	2.387
14/08/03	Thu	10:25	01133437260	Leeds	talk		0:00:47	0.060
		10:30	118000	Orange Directory Enq	talk		0:01:21	0.169
		10:35	01132431751	Leeds	talk		0:00:20	0.500
		13:21	01200445555	Gisburn Clitheroe, Lancs	talk		0:01:29	0.185
		17:14	01329832135	Wickham Fareham, Hants	talk		0:01:17	0.160
		19:26	01282867811	Colne Lancs	talk		0:01:28	0.183
		08:51	447973100123	Orange Answering Service	talk		0:03:08	0.133
		09:59	07789333135	Other Mobile Network	talk		0:01:04	0.082
16/08/03	Sat	11:01	07703195479	Other Mobile Network	talk		0:00:43	0.183
		11:44	01282867811	Colne Lancs	talk		0:00:47	0.080
18/08/03	Mon	11:48	01282843207	Earby Colne, Lancs	talk		0:03:09	0.134
		19:36	447973100123	Orange Answering Service	talk		0:00:39	0.028
		09:55	01132431751	Leeds	talk		0:00:31	0.040
		10:22	447973100123	Orange Answering Service	talk		0:02:04	0.258
		10:25	07778767405	Other Mobile Network	talk		0:00:30	0.038
		10:33	01924493691	Mirfield West Yorkshire	talk		0:00:25	0.106
		11:16	01525863539	Silsoe Bedford, Beds	talk		0:08:23	1.048
		11:28	01132431751	Leeds	talk		0:03:22	0.421
		19:20	118000	Orange Directory Enq	talk		0:01:37	0.202
		19:24	08457484950	Local Rate	talk		0:00:11	0.500
		19:32	02072621234	Paddington London	talk		0:02:35	0.132
		20:28	01282867811	Colne Lancs	talk		0:01:34	0.067
		23:11	447970728213	Orange Text Messaging	text		0:03:13	0.137
		23:13	447970728213	Orange Text Messaging	text		0:00:00	0.085
		01:24	02072621234	Paddington London	talk		0:00:00	0.085
19/08/03	Tue	01:29	08703339118	National Rate Number	talk		0:01:58	0.084
		01:32	08703339116	National Rate Number	talk		0:01:57	0.083
		01:34	08703339118	National Rate Number	talk		0:02:00	0.085
					talk		0:02:41	0.114

Sub total £19.942
Continued overleaf

253A



Per second & message itemisation for 07970 728210 continued

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Sub total from previous page £11.068

Date	Day	Time	Number	Place called	Call class	Service plan element	Duration hr:min:sec	Cost
11/09/03	Thu	10:32	01133436556	Leeds	talk	talk 150	0:00:26	0.000
		10:37	01223305493		talk	talk 150	0:19:01	0.000
					talk		0:23:45	2.969
		18:18	01223305493		talk		0:00:21	0.044
		18:19	07789718215	Other Mobile Network	talk		0:04:57	1.264
		19:08	01223305493		talk		0:15:10	0.645
		19:24	01223305493		talk		0:03:30	0.149
		19:28	01536201201	Corby Northants	talk		0:02:51	0.121
12/09/03	Fri	10:20	01133436556	Leeds	talk		0:15:14	1.904
		10:36	07950717298	Other Mobile Network	talk		0:03:57	1.008
		10:40	01133436556	Leeds	talk		0:06:20	0.792
		11:02	01223305493		talk		0:01:27	0.181
		11:46	01223305493		talk		0:21:19	2.665
		12:18	01133434999	Leeds	talk		0:08:18	1.038
		14:07	01223305493		talk		0:08:02	1.004
		17:55	01133436556	Leeds	talk		0:00:08	0.017
13/09/03	Sat	13:23	447973100123	Orange Answering Service	talk		0:00:27	0.034
		16:05	01282619087	Nelson Lancs	talk		0:00:05	0.004
		19:05	01282867811	Colne Lancs	talk		0:00:26	0.018
		19:10	07703195479	Other Mobile Network	talk		0:00:50	0.085
14/09/03	Sun	09:54	07703195479	Other Mobile Network	talk		0:00:42	0.071
		10:16	07703195479	Other Mobile Network	talk		0:00:36	0.061
		17:45	01282867811	Colne Lancs	talk		0:02:02	0.086
15/09/03	Mon	11:40	01132431751	Leeds	talk		0:00:25	0.052
		13:28	447973100123	Orange Answering Service	talk		0:00:19	0.024
		13:28	01772821021	Preston Lancs	talk		0:00:11	0.023
		13:50	01772821021	Preston Lancs	talk		0:04:55	0.615
		14:48	447973100123	Orange Answering Service	talk		0:00:16	0.020
S. Conn	17/09/03	Wed	14:05	01618390900	City Centre, Manchester	talk	0:00:20	0.042
S. Conn			14:17	01618390900	City Centre, Manchester	talk	0:05:03	0.631
LAWYERS D.L.A.			14:23	08700111111	National Rate Number	talk	0:03:31	0.440
			14:29	01282611356	Nelson Lancs	talk	0:00:35	0.073
			14:30	447879021510	Other Mobile Network	talk	0:03:05	0.787
			14:33	01223305493		talk	0:09:44	1.217
			14:44	118000	Orange Directory Enq	talk	0:01:16	0.500
			14:46	01618327603	City Centre, Manchester	talk	0:00:07	0.015
			14:48	02890341709	Northern Ireland	talk	0:08:29	1.060
			14:58	01223305493		talk	0:01:29	0.185
			14:59	118000	Orange Directory Enq	talk	0:01:40	0.500
			15:01	02088096271	Orange 118000 Call Connec	talk	0:00:22	0.094
			15:02	01618390900	City Centre, Manchester	talk	0:04:05	0.510
			15:08	02890342090	Northern Ireland	talk	0:35:14	4.404
18/09/03	Thu	10:21	01282867811	Colne Lancs	talk		0:01:00	0.125
		10:45	01133434999	Leeds	talk		0:00:41	0.085
20/09/03	Sat	19:29	01282842831	Earby Colne, Lancs	talk		0:00:49	0.035
		19:32	01282862630	Colne Lancs	talk		0:01:07	0.047
		20:48	01282862630	Colne Lancs	talk		0:00:36	0.026
		20:49	01282842831	Earby Colne, Lancs	talk		0:00:24	0.017
22/09/03	Mon	10:15	01132335494	Leeds	talk		0:00:52	0.108
		20:21	01282867811	Colne Lancs	talk		0:00:31	0.022
23/09/03	Tue	19:56	01282867811	Colne Lancs	talk		0:00:33	0.023
24/09/03	Wed	09:14	01772717748	Preston Lancs	talk		0:00:48	0.100
		09:15	01772717748	Preston Lancs	talk		0:00:48	0.100
25/09/03	Thu	08:58	01282867811	Colne Lancs	talk		0:00:28	0.058
		09:21	01772717748	Preston Lancs	talk		0:00:25	0.052
		15:56	01282867811	Colne Lancs	talk		0:00:38	0.079
		16:01	01133434999	Leeds	talk		0:13:17	1.660
		16:15	01133434999	Leeds	talk		0:09:11	1.148
		16:25	01133434999	Leeds	talk		0:53:15	6.656
		17:18	01133434999	Leeds	talk		0:07:43	0.965
26/09/03	Fri	19:13	01282867811	Colne Lancs	talk		0:00:17	0.012
		19:17	08701200200	National Rate Number	talk		0:03:34	0.152
		19:34	0800062062	BT Freefone	talk		0:13:01	0.000
		19:47	08007831116	BT Freefone	talk		0:38:25	0.000
29/09/03	Mon	13:37	01133436472	Leeds	talk		0:01:26	0.179
		15:27	07903016522	Other Mobile Network	talk		0:00:27	0.115
		15:27	07903016522	Other Mobile Network	talk		0:01:37	0.413

Sub total £48.597
Continued overleaf

253B



More connections.

More possibilities.

Date
23 August 2004Your account and bill number
LC 2223 5930 Q035 55Your phone number
01282 867811

Summary and detail

Cost of calls continued

Date	Time	Destination	Called number	Type of call	Duration	Cost
15 Jun	10:05	Local Rate	0845 0796889	Lo-call	00:05:48	0.148
15 Jun	10:13	Local Rate	0845 0796889	Lo-call	00:17:07	0.436
15 Jun	10:30	Local Rate	0845 0010032	Lo-call	00:14:24	0.367
15 Jun	10:46	Malvern	01684 894194	Daytime	00:05:01	0.128
15 Jun	10:52	London	020 7217 4600	Daytime	00:01:05	0.042
15 Jun	10:53	London	020 7317 4600	Daytime	00:01:24	0.042
15 Jun	10:59	Local Rate	0845 6012288	Lo-call	00:04:11	0.106
15 Jun	11:05	Cambridge	01223 305493	Daytime	00:49:09	1.253
15 Jun	11:55	Blackburn	01254 340231	Daytime	00:00:18	0.042
15 Jun	11:56	Local Rate	0845 6012288	Lo-call	00:04:25	0.112
15 Jun	12:02	Leeds	0113 243 3824	Daytime	00:17:48	0.454
15 Jun	12:24	Malvern	01684 894194	Daytime	00:00:11	0.042
15 Jun	12:43	Manchester	0161 830 1627	Daytime	00:36:48	0.938
15 Jun	13:28	Malvern	01684 894194	Daytime	00:32:41	0.833
16 Jun	02:38	Local Rate	0845 0796889	Lo-call	00:01:16	0.042
16 Jun	02:41	Local Rate	0845 0796889	Lo-call	00:02:36	0.042
16 Jun	03:10	Local Rate	0845 0796889	Lo-call	00:00:50	0.042
16 Jun	09:26	Manchester	0161 827 9400	Daytime	00:12:50	0.327
16 Jun	09:43	Manchester	0161 833 1212	Daytime	00:00:57	0.042
16 Jun	09:44	Manchester	0161 998 8111	Daytime	00:02:20	0.059
16 Jun	09:48	Manchester	0161 830 1627	Daytime	00:00:06	0.042
16 Jun	09:49	Cambridge	01223 305493	Daytime	00:52:00	1.326
16 Jun	10:45	Manchester	0161 830 1627	Daytime	00:06:39	0.169
16 Jun	10:56	London	020 7840 5506	Daytime	00:00:40	0.042
16 Jun	11:07	Local Rate	0845 0796889	Lo-call	00:06:17	0.160
16 Jun	11:14	Manchester	0161 817 3700	Daytime	00:00:41	0.042
16 Jun	11:16	Manchester	0161 817 3700	Daytime	00:08:18	0.212
16 Jun	11:55	Manchester	0161 830 1627	Daytime	00:02:32	0.064
16 Jun	14:39	Local Rate	0845 0796889	Lo-call	00:01:36	0.042
16 Jun	16:52	Mobile Phone	07970 728210	Mobile	00:00:55	0.129
16 Jun	16:55	Mobile Phone	07970 728210	Mobile	00:00:25	0.058
17 Jun	09:41	Malvern	01684 894194	Daytime	00:00:41	0.042
17 Jun	16:17	Mobile Phone	07970 728210	Mobile	00:00:23	0.054
18 Jun	01:40	Local Rate	0845 0796889	Lo-call	00:00:45	0.042
18 Jun	08:08	Local Rate	0845 6012288	Lo-call	00:09:27	0.241
18 Jun	08:17	Leeds	0113 240 0492	Daytime	00:11:49	0.301
18 Jun	09:28	Malvern	01684 894194	Daytime	00:48:15	1.230
18 Jun	10:27	Blackburn	01254 340231	Daytime	00:13:14	0.337
18 Jun	10:51	Newport Gwnt	01633 814000	Daytime	00:11:53	0.303
18 Jun	11:04	Malvern	01684 894194	Daytime	00:00:12	0.042
18 Jun	11:05	Burnley	01282 412366	Daytime	00:02:29	0.063
18 Jun	11:07	Blackburn	01254 340231	Daytime	00:13:59	0.356
18 Jun	11:22	Malvern	01684 894194	Daytime	00:27:22	0.698
18 Jun	11:49	Newport Gwnt	01633 814000	Daytime	00:15:43	0.401
18 Jun	12:06	Manchester	0161 830 1627	Daytime	00:29:45	0.758
18 Jun	12:47	Leeds	0113 240 0492	Daytime	00:04:52	0.124
19 Jun	12:46	Burnley	01282 424923	Eve/Weekend	00:09:18	0.051
19 Jun	12:58	Burnley	01282 424923	Eve/Weekend	00:03:28	0.051
19 Jun	16:55	Leeds	0113 240 0492	Eve/Weekend	00:00:34	0.051
19 Jun	17:32	Gisburn	01200 445355	Eve/Weekend	00:02:37	0.051
19 Jun	17:35	Gisburn	01200 445355	Eve/Weekend	00:09:43	0.051
19 Jun	18:45	Local Rate	0845 0796889	Lo-call	00:08:59	0.076
19 Jun	20:21	Local Rate	0845 0796889	Lo-call	00:00:08	0.042
19 Jun	20:23	Local Rate	0845 0796889	Lo-call	00:01:19	0.042
20 Jun	01:09	Local Rate	0845 0796889	Lo-call	00:01:07	0.042
20 Jun	01:11	Local Rate	0845 0796889	Lo-call	00:00:49	0.042
21 Jun	00:03	Local Rate	0845 0796889	Lo-call	00:00:46	0.042
21 Jun	00:06	Local Rate	0845 0796889	Lo-call	00:11:06	0.094
21 Jun	10:59	Alton	01420 88333	Daytime	00:00:20	0.042
21 Jun	11:04	Alton	01420 88333	Daytime	00:00:52	0.042
21 Jun	18:03	Colne	01282 862630	Eve/Weekend	00:01:04	0.051
22 Jun	09:33	Local Rate	0845 0796889	Lo-call	00:00:22	0.042

table continues on next page

Date
23 August 2004

Your account and bill number
LC 2223 5930 Q035 55

Your phone number
01282 867811

Summary and detail

Cost of calls continued

Date	Time	Destination	Called number	Type of call	Duration	Cost
22 Jun	09:34	Local Rate	0845 0796889	Lo-call	00:01:38	0.042
22 Jun	22:51	Local Rate	0845 0796889	Lo-call	00:00:38	0.042
23 Jun	09:34	Local Rate	0845 6007000	Lo-call	00:00:07	0.042
23 Jun	09:49	Local Rate	0845 6007000	Lo-call	00:04:12	0.107
23 Jun	11:40	Local Rate	0845 9500505	Lo-call	00:25:24	0.647
23 Jun	12:15	Local Rate	0845 0796889	Lo-call	00:01:08	0.042
23 Jun	13:11	Manchester	0161 786 4000	Daytime	00:01:27	0.042
23 Jun	13:16	Nat Rate	0870 4100870	Nat rate	00:09:47	0.625
23 Jun	13:26	Nat Rate	0870 9070010	Nat rate	00:01:57	0.124
23 Jun	13:45	Local Rate	0845 0796889	Lo-call	00:07:14	0.184
23 Jun	13:53	Local Rate	0845 9500505	Lo-call	00:06:01	0.153
23 Jun	13:59	Malvern	01684 894194	Daytime	00:00:20	0.042
23 Jun	14:29	Malvern	01684 894194	Daytime	00:00:11	0.042
23 Jun	14:36	Manchester	0161 817 3700	Daytime	00:05:33	0.142
23 Jun	14:44	London	020 7405 9450	Daytime	00:06:35	0.158
23 Jun	14:51	Malvern	01684 894194	Daytime	00:24:27	0.613
23 Jun	15:53	Burnley	01282 456333	Daytime	00:01:48	0.046
24 Jun	09:10	Local Rate	0845 0796889	Lo-call	00:01:05	0.042
25 Jun	08:29	Leeds	0113 240 0492	Daytime	00:10:39	0.271
25 Jun	08:59	Leeds	0113 240 0492	Daytime	00:09:09	0.233
25 Jun	09:27	Local Rate	0845 0796889	Lo-call	00:01:30	0.042
25 Jun	09:38	Burnley	01282 412506	Daytime	00:10:08	0.258
25 Jun	09:38	Malvern	01684 894194	Daytime	00:00:11	0.042
25 Jun	10:04	Manchester	0161 832 5481	Daytime	00:15:42	0.400
25 Jun	10:57	Blackburn	01254 506070	Daytime	00:00:47	0.042
25 Jun	23:57	Local Rate	0845 0796889	Lo-call	00:00:42	0.042
26 Jun	10:08	Malvern	01684 568784	Eve/Weekend	00:23:00	0.051
26 Jun	10:49	Mobile Phone	07703 195479	Mobile	00:09:18	0.176
26 Jun	10:59	Chatburn	01200 441179	Eve/Weekend	00:00:06	0.051
26 Jun	13:15	Skipton	01756 749304	Eve/Weekend	00:00:43	0.051
26 Jun	19:34	Local Rate	0845 0796889	Lo-call	00:00:53	0.042
26 Jun	20:37	Local Rate	0845 0796889	Lo-call	00:00:34	0.042
26 Jun	23:13	Local Rate	0845 0796889	Lo-call	00:00:34	0.042
27 Jun	04:29	Local Rate	0845 0796889	Lo-call	00:00:52	0.042
27 Jun	14:14	Local Rate	0845 0796889	Lo-call	00:05:47	0.049
27 Jun	14:24	Local Rate	0845 0796889	Lo-call	00:00:41	0.042
27 Jun	21:59	Local Rate	0845 0796889	Lo-call	00:00:48	0.042
28 Jun	00:28	Local Rate	0845 0796889	Lo-call	00:00:50	0.042
28 Jun	09:04	Leeds	0113 240 0492	Daytime	00:20:14	0.506
28 Jun	09:25	Malvern	01684 894194	Daytime	00:01:10	0.042
28 Jun	09:38	Manchester	0161 817 3700	Daytime	00:08:56	0.227
28 Jun	09:49	Newport Gwent	01633 814449	Daytime	00:05:28	0.139
28 Jun	09:55	Mobile Phone	07703 195479	Mobile	00:02:36	0.353
28 Jun	10:00	Leeds	0113 390 2286	Daytime	00:06:44	0.171
28 Jun	10:08	Chelmsford	01245 355181	Daytime	00:00:12	0.042
28 Jun	10:08	Chelmsford	01245 355181	Daytime	00:01:01	0.042
28 Jun	10:10	Local Rate	0845 0796889	Lo-call	00:09:36	0.245
28 Jun	10:58	Local Rate	0845 0796889	Lo-call	00:04:09	0.106
28 Jun	11:52	Leeds	0113 240 0492	Daytime	00:00:07	0.042
28 Jun	12:30	Reading	0118 930 3388	Daytime	00:00:42	0.042
28 Jun	22:01	Local Rate	0845 0796889	Lo-call	00:00:43	0.042
29 Jun	16:18	Local Rate	0845 0796889	Lo-call	00:03:10	0.080
29 Jun	16:53	Local Rate	0845 0796889	Lo-call	00:01:03	0.042
29 Jun	16:54	Local Rate	0845 0796889	Lo-call	00:22:45	0.580
29 Jun	17:45	Leeds	0113 240 0492	Daytime	00:04:33	0.116
29 Jun	17:51	Leeds	0113 240 0492	Daytime	00:01:02	0.042
29 Jun	18:01	Leeds	0113 240 0492	Eve/Weekend	00:10:31	0.051
30 Jun	01:26	Local Rate	0845 0796889	Lo-call	00:00:51	0.042
30 Jun	01:28	Local Rate	0845 0796889	Lo-call	00:04:14	0.042
30 Jun	09:07	Leeds	0113 240 0492	Daytime	00:23:07	0.589
30 Jun	09:40	Manchester	0161 817 3700	Daytime	00:06:29	0.165
30 Jun	10:00	Local Rate	0845 0796889	Lo-call	00:05:29	0.139

table continues on next page

Date
23 August 2004

Your account and bill number
LC 2223 5930 Q035 5S

Your phone number
01282 867811

Summary and detail

Cost of calls continued

Date	Time	Destination	Called number	Type of call	Duration	Cost
4 Aug	11:06	Local Rate	0845 0796889	Lo-call	00:00:33	0.042
4 Aug	13:13	Local Rate	0845 0796889	Lo-call	00:00:42	0.042
4 Aug	14:14	Local Rate	0845 0796889	Lo-call	00:00:45	0.042
4 Aug	16:28	Local Rate	0845 0796889	Lo-call	00:00:43	0.042
4 Aug	17:59	Local Rate	0845 0796889	Lo-call	00:00:45	0.042
5 Aug	01:33	Local Rate	0845 0796889	Lo-call	00:01:22	0.042
5 Aug	01:36	Local Rate	0845 0796889	Lo-call	00:02:15	0.042
5 Aug	10:42	Local Rate	0845 0796889	Lo-call	00:00:48	0.042
5 Aug	12:28	Local Rate	0845 0796889	Lo-call	00:00:43	0.042
5 Aug	14:02	Local Rate	0845 6013311	Lo-call	00:02:29	0.063
5 Aug	14:08	Local Rate	0845 7114477	Lo-call	00:18:16	0.466
5 Aug	14:48	Local Rate	0845 0796889	Lo-call	00:10:08	0.258
5 Aug	14:59	Local Rate	0845 0796889	Lo-call	00:16:09	0.412
5 Aug	15:17	Bedford	01234 222406	Daytime	00:01:51	0.047
5 Aug	17:07	London	020 7580 7313	Daytime	00:00:23	0.042
5 Aug	17:20	Cuffley	01707 875219	Daytime	00:01:44	0.044
5 Aug	23:29	Local Rate	0845 0796889	Lo-call	00:43:47	0.372
6 Aug	00:19	Local Rate	0845 0796889	Lo-call	00:01:01	0.042
6 Aug	00:25	Local Rate	0845 0796889	Lo-call	00:01:27	0.042
6 Aug	06:45	Local Rate	0845 0796889	Lo-call	00:30:10	0.256
6 Aug	12:56	Burnley	01282 424923	Daytime	00:12:04	0.307
6 Aug	14:50	Local Rate	0845 0796889	Lo-call	00:06:53	0.175
7 Aug	00:06	Local Rate	0845 0796889	Lo-call	00:00:48	0.042
7 Aug	00:07	Local Rate	0845 0796889	Lo-call	00:51:23	0.437
7 Aug	01:13	Local Rate	0845 0796889	Lo-call	00:00:43	0.042
8 Aug	10:47	Local Rate	0845 0796889	Lo-call	00:13:28	0.114
8 Aug	13:02	Skipton	01756 749304	Eve/Weekend	00:02:03	0.046
9 Aug	09:13	Burnley	01282 429061	Daytime	00:03:59	0.101
9 Aug	09:48	Skipton	01756 799992	Daytime	00:00:46	0.042
9 Aug	11:11	Bedford	01234 222406	Daytime	00:00:05	0.042
9 Aug	11:17	Manchester	0161 367 2000	Daytime	00:10:16	0.262
9 Aug	12:59	Bedford	01234 222406	Daytime	00:00:02	0.042
9 Aug	13:01	Bedford	01234 222406	Daytime	00:00:26	0.042
9 Aug	13:12	Local Rate	0845 0796889	Lo-call	00:08:47	0.224
9 Aug	14:23	Local Rate	0845 0796889	Lo-call	00:20:40	0.527
9 Aug	14:45	Basingstoke	01256 841144	Daytime	00:04:51	0.123
9 Aug	16:25	Leeds	0113 240 0492	Daytime	00:00:33	0.042
9 Aug	17:29	Silsoe	01525 863539	Daytime	00:00:03	0.042
9 Aug	18:16	Local Rate	0845 6012288	Lo-call	00:05:06	0.043
9 Aug	18:34	Nat Rate	0870 9070010	Nat rate	00:06:55	0.221
10 Aug	10:20	Local Rate	0845 0796889	Lo-call	00:00:45	0.042
10 Aug	10:28	London	020 7580 7313	Daytime	00:00:17	0.042
10 Aug	10:32	Newport Gwnt	01633 814642	Daytime	00:10:25	0.265
10 Aug	10:47	London	020 7917 6190	Daytime	00:09:06	0.232
10 Aug	10:59	Local Rate	0845 0796889	Lo-call	00:01:46	0.045
10 Aug	11:12	Local Rate	0845 0796889	Lo-call	00:07:03	0.180
10 Aug	11:20	Leyland	01772 819000	Daytime	00:00:30	0.042
10 Aug	11:22	Preston	01772 270570	Daytime	00:03:24	0.087
10 Aug	11:31	Manchester	0161 817 3700	Daytime	00:00:28	0.042
10 Aug	12:16	London	020 7580 7313	Daytime	00:00:11	0.042
10 Aug	12:22	London	020 7580 7313	Daytime	00:33:25	0.852
10 Aug	13:02	Bedford	01234 222406	Daytime	00:00:06	0.042
10 Aug	13:03	Mobile Phone	07906 354601	Mobile	00:01:11	0.183
10 Aug	14:42	Malvern	01684 894194	Daytime	00:14:26	0.368
10 Aug	16:04	Cuffley	01707 875219	Daytime	00:03:41	0.094
11 Aug	11:02	London	020 7917 6190	Daytime	00:00:44	0.042
11 Aug	11:04	London	020 7917 6190	Daytime	00:00:52	0.042
11 Aug	12:53	Bedford	01234 222406	Daytime	00:00:04	0.042
11 Aug	13:57	Local Rate	0845 0796889	Lo-call	00:02:02	0.052
11 Aug	17:30	Local Rate	0845 0796889	Lo-call	00:01:04	0.042
12 Aug	14:12	Burnley	01282 424923	Daytime	00:03:59	0.101
12 Aug	15:21	Local Rate	0845 0796889	Lo-call	00:01:43	0.044

table continues on next page

PATENT OFFICE

BDO

Date
23 November 2004

Your account and bill number
LC 2223 5930 Q036 9H

Your phone number
01282 867811

Summary and detail

Cost of calls continued

Date	Time	Destination	Called number	Type of call	Duration	Cost
25 Aug	12:35	Local Rate	0845 0796889	Lo-call	00:01:48	0.046
25 Aug	12:39	Silsoe	01525 863539	Daytime	00:00:14	0.042
25 Aug	16:54	Nelson	01282 697099	Daytime	00:01:07	0.042
25 Aug	16:57	Nelson	01282 697099	Daytime	00:00:25	0.042
25 Aug	17:21	London	020 8848 6418	Daytime	00:00:07	0.042
25 Aug	20:37	Mobile Phone	07970 728210	Mobile	00:00:27	0.051
25 Aug	23:54	Local Rate	0845 0796889	Lo-call	00:04:05	0.042
26 Aug	10:04	Local Rate	0845 0796889	Lo-call	00:11:29	0.293
26 Aug	12:47	London	020 8848 6418	Daytime	00:00:32	0.042
26 Aug	15:00	Newport Gwnt	01633 814642	Daytime	00:27:06	0.691
26 Aug	15:39	Local Rate	0845 0796889	Lo-call	00:01:08	0.042
26 Aug	16:25	Local Rate	0845 0796889	Lo-call	00:01:04	0.042
26 Aug	16:48	Local Rate	0845 0796889	Lo-call	00:00:42	0.042
26 Aug	16:52	Local Rate	0845 0796889	Lo-call	00:00:42	0.042
26 Aug	18:38	Burnley	01282 424923	Eve/Weekend	00:14:41	0.046
26 Aug	19:48	Colne	01282 865983	Eve/Weekend	00:06:06	0.046
27 Aug	12:20	Local Rate	0845 0796889	Lo-call	00:01:37	0.042
27 Aug	13:43	Local Rate	0845 0796889	Lo-call	00:01:58	0.050
27 Aug	14:57	Local Rate	0845 0796889	Lo-call	00:01:15	0.042
27 Aug	14:58	Local Rate	0845 0796889	Lo-call	00:02:16	0.057
28 Aug	00:53	Local Rate	0845 0796889	Lo-call	00:00:56	0.042
29 Aug	14:11	Earby	01282 843207	Eve/Weekend	00:01:26	0.046
30 Aug	17:55	Colne	01282 870156	Daytime	00:00:18	0.042
31 Aug	09:35	Local Rate	0845 0796889	Lo-call	00:02:02	0.052
31 Aug	17:50	Colne	01282 864991	Daytime	00:00:04	0.042
31 Aug	18:56	Local Rate	0845 0796889	Lo-call	00:01:14	0.042
31 Aug	18:58	Local Rate	0845 0796889	Lo-call	00:01:18	0.042
1 Sep	13:05	Local Rate	0845 0796889	Lo-call	00:01:19	0.042
1 Sep	16:59	Colne	01282 864991	Daytime	00:00:36	0.042
1 Sep	17:02	London	020 8848 6418	Daytime	00:00:04	0.042
1 Sep	17:05	Local Rate	0845 0796889	Lo-call	00:01:10	0.042
1 Sep	17:06	Local Rate	0845 0796889	Lo-call	00:00:20	0.042
1 Sep	17:15	Local Rate	0845 0796889	Lo-call	00:02:30	0.064
2 Sep	10:56	Local Rate	0845 0796889	Lo-call	00:04:34	0.116
2 Sep	11:04	Barnoldswick	01282 813339	Daytime	00:00:41	0.042
2 Sep	11:05	Burnley	01282 428753	Daytime	00:00:24	0.042
2 Sep	11:53	Local Rate	0845 0796889	Lo-call	00:07:35	0.193
2 Sep	12:24	Newport Gwnt	01633 814630	Daytime	00:02:53	0.03
2 Sep	13:00	Local Rate	0845 6012288	Lo-call	00:04:31	0.115
2 Sep	14:26	Colne	01282 864991	Daytime	00:00:42	0.042
2 Sep	19:25	Local Rate	0845 0796889	Lo-call	00:02:24	0.042
3 Sep	14:05	Colne	01282 864991	Daytime	00:00:39	0.042
3 Sep	15:29	Local Rate	0845 0796889	Lo-call	00:01:45	0.044
3 Sep	16:09	Local Rate	0845 0796889	Lo-call	00:00:54	0.042
3 Sep	16:46	Nelson	01282 612797	Daytime	00:00:59	0.042
3 Sep	23:28	Local Rate	0845 0796889	Lo-call	00:01:07	0.042
5 Sep	10:54	Colne	01282 864220	Eve/Weekend	00:00:20	0.046
6 Sep	12:06	Local Rate	0845 0796889	Lo-call	00:02:21	0.060
6 Sep	12:09	London	020 7580 7313	Daytime	00:00:38	0.042
6 Sep	12:13	Basingstoke	01256 841144	Daytime	00:01:02	0.042
6 Sep	12:16	London	020 7917 6190	Daytime	00:01:48	0.046
6 Sep	14:49	Local Rate	0845 0109000	Lo-call	00:05:28	0.139
6 Sep	14:56	Leeds	0113 343 7261	Daytime	00:03:16	0.083
6 Sep	15:00	Leeds	0113 343 5208	Daytime	00:13:35	0.346
6 Sep	15:25	Barnoldswick	01282 813339	Daytime	00:00:08	0.042
6 Sep	16:49	London	020 7580 7313	Daytime	00:00:29	0.042
6 Sep	16:51	Silsoe	01525 863539	Daytime	00:01:01	0.042
6 Sep	16:55	Leeds	0113 343 7171	Daytime	00:00:04	0.042
6 Sep	19:10	Local Rate	0845 0796889	Lo-call	00:02:15	0.042
6 Sep	19:14	Local Rate	0845 0796889	Lo-call	00:14:44	0.125
7 Sep	10:50	London	020 7917 6190	Daytime	00:01:22	0.042
7 Sep	16:31	Manchester	0161 830 1627	Daytime	00:19:05	0.487

table continues on next page



More connections.

More possibilities.

Date
23 November 2004Your account and bill number
LC 2223 5930 Q036 9HYour phone number
01282 867811

Summary and detail

Cost of calls continued

<i>PATENT OFFICE</i>		Date	Time	Destination	Called number	Type of call	Duration	Cost
		22 Sep	10:57	Newport Gwnt	01633 814630	Daytime	00:05:19	0.135
		22 Sep	16:05	Local Rate	0845 0796889	Lo-call	00:01:32	0.042
		22 Sep	18:19	Local Rate	0845 0796889	Lo-call	00:01:22	0.042
		23 Sep	09:45	Local Rate	0845 0796889	Lo-call	00:01:06	0.042
		23 Sep	11:47	Local Rate	0845 0796889	Lo-call	00:00:52	0.042
		23 Sep	12:34	London	020 7580 7313	Daytime	00:00:11	0.042
		23 Sep	12:41	London	020 7360 8112	Daytime	00:00:15	0.042
<i>PATENT OFFICE</i>		23 Sep	14:02	Local Rate	0845 0796889	Lo-call	00:01:24	0.042
		23 Sep	14:11	Newport Gwnt	01633 814630	Daytime	00:15:35	0.397
		23 Sep	15:10	Newbury	01635 523545	Daytime	00:40:24	1.030
		23 Sep	16:13	Local Rate	0845 0796889	Lo-call	00:01:09	0.042
		23 Sep	17:15	Local Rate	0845 0796889	Lo-call	00:01:28	0.042
		23 Sep	17:29	London	020 7580 7313	Daytime	00:00:41	0.042
		23 Sep	20:05	Local Rate	0845 0796889	Lo-call	00:00:59	0.042
		24 Sep	09:35	Local Rate	0845 0796889	Lo-call	00:01:17	0.042
		24 Sep	09:37	Local Rate	0845 0796889	Lo-call	00:03:57	0.100
		24 Sep	10:36	Local Rate	0845 0796889	Lo-call	00:01:07	0.042
		24 Sep	10:41	Local Rate	0845 0796889	Lo-call	00:00:44	0.042
		24 Sep	13:09	Local Rate	0845 0796889	Lo-call	00:02:06	0.053
		24 Sep	14:52	Local Rate	0845 0796889	Lo-call	00:00:36	0.042
		24 Sep	14:57	Leeds	0113 343 7171	Daytime	00:00:22	0.042
		24 Sep	14:58	Local Rate	0845 6013311	Lo-call	00:03:56	0.100
		24 Sep	15:33	Leatherhead	01372 376761	Daytime	00:30:35	0.780
		24 Sep	16:12	Nat Rate	0870 3338933	Nat rate	00:08:54	0.568
		24 Sep	17:32	Cambridge	01223 305493	Daytime	00:11:37	0.296
		24 Sep	18:27	Local Rate	0845 0796889	Lo-call	00:00:43	0.042
		24 Sep	18:32	Leeds	0113 240 0492	Eve/Weekend	00:22:28	0.046
		24 Sep	18:56	Cambridge	01223 305493	Eve/Weekend	01:18:58	0.207
		24 Sep	20:16	Local Rate	0845 0796889	Lo-call	00:00:34	0.042
		26 Sep	20:39	Local Rate	0845 0796889	Lo-call	00:02:06	0.042
		27 Sep	11:04	Local Rate	0845 0796889	Lo-call	00:00:58	0.042
		27 Sep	11:14	Cuffley	01707 875219	Daytime	00:02:17	0.058
		27 Sep	11:17	London	020 7580 7313	Daytime	00:14:16	0.364
		27 Sep	16:35	Nelson	01282 696161	Daytime	00:01:33	0.042
		27 Sep	18:26	Local Rate	0845 0796889	Lo-call	00:00:46	0.042
		28 Sep	15:46	Local Rate	0845 0796889	Lo-call	00:01:02	0.042
		28 Sep	20:11	Nat Rate	0870 5400600	Nat rate	00:00:11	0.042
		29 Sep	09:08	Northampton	01604 230230	Daytime	00:02:14	0.057
		29 Sep	09:12	Nat Rate	0870 9086000	Nat rate	00:03:18	0.210
		29 Sep	10:01	Manchester	0161 830 1627	Daytime	00:00:34	0.042
		29 Sep	10:02	London	020 7360 8112	Daytime	00:00:15	0.042
		29 Sep	10:05	Cambridge	01223 305493	Daytime	00:18:06	0.461
		29 Sep	10:25	Local Rate	0845 0796889	Lo-call	00:06:04	0.155
		29 Sep	10:32	Local Rate	0845 6009006	Lo-call	00:01:35	0.042
		29 Sep	10:50	London	020 8848 6418	Daytime	00:20:58	0.535
		29 Sep	11:13	Silsoe	01525 863539	Daytime	00:01:29	0.042
		29 Sep	12:15	London	020 8848 6418	Daytime	00:02:05	0.053
		29 Sep	12:18	Newcastle	0191 222 3500	Daytime	00:00:27	0.042
		29 Sep	12:18	Newcastle	0191 222 8639	Daytime	00:11:33	0.294
		29 Sep	12:37	Leeds	0113 343 3852	Daytime	00:00:55	0.042
		29 Sep	12:39	Chelmsford	01245 355181	Daytime	00:00:40	0.042
		29 Sep	12:42	Leeds	0113 343 1680	Daytime	00:08:03	0.205
		29 Sep	13:36	Cambridge	01223 305493	Daytime	00:20:05	0.512
		29 Sep	16:02	Blackburn	01254 607000	Daytime	00:15:06	0.385
		29 Sep	17:04	Leeds	0113 343 7171	Daytime	00:43:49	1.117
		29 Sep	22:42	Local Rate	0845 0796889	Lo-call	00:01:20	0.042
		30 Sep	10:34	London	020 7927 2194	Daytime	00:00:46	0.042
		30 Sep	10:36	London	020 7927 2193	Daytime	00:00:02	0.042
		30 Sep	10:49	Local Rate	0845 0796889	Lo-call	00:10:26	0.266
		30 Sep	11:02	London	020 7636 8636	Daytime	00:58:03	1.480
		30 Sep	12:02	Leeds	0113 343 1680	Daytime	00:00:54	0.042
		30 Sep	12:04	Leeds	0113 343 6963	Daytime	00:00:38	0.042

table continues on next page

"A"

From: Mark Lund
To: Sense-Sonic Ltd
Sent: Friday, July 06, 2007 1:13 AM
Subject: RE: Sense-Sonic Limited

Dear Sir

"B"

As you are aware we are acting on behalf of Stephen Conn and any communication with our client must be directed through ourselves.

"C"

We have had sight of your recent exchange of e-mail with our client. With regard to the books and records our client has explained the position. The statutory books are held by our client. All other relevant books and records were located in Belfast prior to our client's appointment and remained in situ following the sale of the business. It must therefore be presumed that possession passed to the purchaser following completion of the sale of assets.

Regards

Mark Lund

"D"

turner parkinson LLP
+44 (0) 161 833 1212

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The partners in turner parkinson LLP and tp private client are solicitors and a list of their names can be inspected at Hollins Chambers, 64a Bridge Street, Manchester, M3 3BA, UK.

Full Members' Search Results

Bulldog Partners

211 Piccadilly, London, W1J 9HF

Telephone: 020-7917 6190

Facsimile: 020-7917 6191

Email: j.brassington@bulldogpartners.co.uk

Website:

Company details:

Investment executives: 2 (UK)

Total funds invested: £60 million Bulldog Partners/Bulldog Nominees/Tufton

Total funds managed/advised: £10 million Own funds available for and/or invested

Sources of funds: Own

Funds managed/advised: Bulldog Partners invests funds on behalf of its principal shareholders. Bulldog Partners Ltd (formerly Bulldog Nominees Ltd) took over the management of these funds from Bulldog Nominees Ltd (formerly Bulldog Partners Ltd) in January 2005. Bulldog Nominees Ltd (formerly Bulldog Partners Limited) took over the management of Funds advised by Tufton Capital Limited in January 2000.

Current portfolio size: 7 (UK)

Investments as lead investor: Radiocom Systems Ltd, X4i Limited, LD Technology Ltd, Posetiv Ltd, Conversor Holdings Limited

Investment preferences:

Minimum investment: £200,000

Maximum investment: £5 million

Average current investment size: £750,000

Stage of investment: Expansion/development, Bridge finance, Refinancing bank debt, Secondary purchase/replacement capital, Rescue/turnaround, MBI, Public to private

Industry preferences: Industrial products and services, Manufacturing, Transportation, Communications, Software and computer services, Electronics, Other consumer related, Services

Geographical preferences: UK, France, Germany

Contacts: Jeremy Brassington, Howard Mundy

Click to see other executives

Other information: Specialise in acquisition of and investment in distressed or underperforming companies.


Other UK offices:

Overseas offices:

[Return to search list](#)

[Skip to main content](#)

People

 **Robin Tutty**

- Partner
- robin.tutty@ffw.com
- +44 (0)20 7861 4000

Robin has specialised in business recovery and non-contentious insolvency matters for more than twenty years.

He has considerable experience in advising directors of troubled companies and helping them formulate and agree restructuring plans. He also frequently advises stakeholders and insolvency practitioners on a wide variety of restructuring matters.

Robin joined FFW as a partner in January 2007 from Kirkpatrick & Lockhart Gates and is responsible for the development of the cross-departmental Restructuring and Insolvency group at FFW. He is a regular speaker at conferences and seminars and regularly contributes to legal and trade publications. He is a member of R3 and INSOL (the International Association of Restructuring, Insolvency and Bankruptcy Professionals).

<http://www.ffw.com/People/PersonDetail.aspx?PersonID=110>

09/04/2007

A BRIEF BACKGROUND
SENSE SONIC LEAF

Sense Sonic is a company with an award winning patented hearing aid product. (Patent list attached) The original funding for the company was handled through a private placement raising £2m by selling 20% of the business. The products are now sold worldwide at an average mark up around 200%.

~~DISCLOSURE REQUIRED~~

The PLC whose options are now seriously limited need to sell the company to pay off their creditors and stave off their demise. The deal that would work, and that I can get an exclusive position on, is as follows.

A

P. 02

5-AUC-2003 17:00

£415 cash for the shares in lcaf and all assets in Sense Sonic (IPR, tooling, cars (circa £50k) etc.

~~Disclosure~~
~~Required~~

BRIAN DICKIE

Attachments Digital conversor plan
 Sense Sonic patents
 Cern contract summary

~~B~~

P.01

-AUG-2003 16:59

008/009

P.03/04

Also at Birmingham, Chalfont, Stockport, London and Guildford

BY FAX ONLY

P. 8:

13/08 2003 13:42 FAX 028 90841915

LEAF LIMITED

007/009

05-AUG-2003 11:52 FROM BEGBIES TRAYNOR

TO 01253724609

P.04/04



SHEET TWO

05 August 2003

UK Registered Design No.
2022759

registered and in force, next renewal fee due 3
May 2007.

So far as we are aware all of the above rights are registered in the name of Sense-Sonic Limited, but we have not made any checks of the appropriate registers to see if any assignments or other instruments have been recorded.

As previously indicated we cannot undertake any further work until our account has been cleared

Yours sincerely,

J. E. Robey
for Wilson Gunn McCaw.

cc S. L. Conn & A. D. Disk - Begbies Traynor by fax only

05-AUG-2003 11:49

01618237436

TOTAL P.04

P.0

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FACSIMILE MESSAGE

To:	Andrew Hall	Fax No:	01282 864384
From:	Sara Everett	Date:	2 nd July 2007
No of pages:	5		

See attached.

*The Mount
Church Street
Shoreham
Sevenoaks
Kent TN14 7SD*

*Tel: 01959 524008 Fax: 01959 525809
e-mail: jon.moulton@btopenworld.com*

Su Wimpory

From: "Jeremy brassington (business email)" [j.brassington@bulldogpartners.co.uk]
Sent: 05 September 2003 13:54
To: Jon Moulton
Subject: leaf technology



Leaf executive
summary 03-09-0...

Timescal is a little short as the ceo has decided to put in his own mbo offer. He can be replaced, and has only been there on an interim basis for the last six-9 months. the remainigng team are likely to want to keep their jobs. We will bring in an interim ceo to cover until such time as we find a full time appointment.

Let me know if you are interested- we are placing 25k to 100k parcels regards jeremy

--

Soul

Leaf Technology Limited

Executive Summary

A newco has been established to purchase the shares in Leaf Technology Limited an established and profitable vertically integrated manufacturer of complex electronic equipment based in Belfast. The business has a projected turnover of £6.5m and an EBITDA of £326k for the year to February 2004. Contracts gained or in prospect indicate that turnover will rise to approximately £10m in 2004/5 and an EBITDA of close to £1m is achievable. At the same time it is proposed to purchase the business and assets of the PLC, which is the holding company of Leaf, which comprise patents, IPR, tooling and other fixed assets of a business called Sense Sonic, an award winning patented advanced hearing aid which is currently being sold through Boots and a number of other distributors worldwide. The current product is an analogue version, however the company has largely completed the development of a digital version which will sell for up to a tenth of its major competitors with a better product specification. The hearing aid business is currently self sustaining without any great marketing effort having been made. The market is large and growing and the channel to market is just about to be transformed in the same way as opticians were with the advent of the high street one hour spectacle service, with Boots having sold its Audiologic business to Specsavers.

Bulldog has been offered an exclusive opportunity to acquire Leaf and the Sense Sonic business for £425,000 plus costs, a total outlay of £500k. This has arisen as a result of a close relationship with the new management team brought in to sort out Paul Davidson's (the Plumber's) portfolio of assets and inventions in Galileo PLC. Galileo funded Sense Sonic PLC to acquire Leaf Technology, then a poorly run subcontractor to it. The development costs together with a large head office which cost £700k per year exhausted Sense Sonic PLC's cash resources and Galileo appointed a receiver to the PLC. In the meantime Brian Dickie a 40 year old manager with a good track record at Rolls Royce and Cosworth had turned around the performance at Leaf and was generating cash from that operation. Dickie has been invited to put together an MBO, and Bulldog through its connections with new management at Galileo have been given the opportunity to fund the purchase.

The net assets of Leaf, once the parent company loan is written off, total just over £1m, with gross debtors of £1m less factoring of £600k, and fixed assets, mainly plant and machinery of £750k. In addition, not included in these numbers is a £135k rent bond which is repayable to the company on 15th February 2004, unfinanced car pool

of £20-50k, and fully written down stock of electronic organ components of about £1m, all of which can be sold or realised for cash in the short to medium term.

The structure of the deal is as follows. Dickie and the Bulldog syndicate will subscribe £25k and £475k respectively on a pro rata basis, giving the Bulldog syndicate 95% of the equity upfront. The majority of the investment, £450k, will be subscribed by way of a secured loan which will be repayable out of the proceeds of the rent bond in February 2004 of £135k, sale of various assets surplus to requirements and a refinancing package to be negotiated with a bank on or before 30th September 2004. In the event that there is a residual balance of the loan at 30th September remaining unpaid, there will be the option to convert into equity diluting management and Bulldog positions (see below). Thus the majority of the finance will be provided in the form of a bridging loan repayable within one year with a 10% coupon and a strong incentive for management to achieve early repayment. Bulldog will play a key role in securing a deal which is below market, structuring an attractive return for investors, executing the repayment of the loan and driving the business forward at the strategic level, with Dickie and his management team concentrating on operational issues. Dickie will start with 5% of the equity which can ratchet up by 12% in the event the loan is repaid by 30th September, and up to a further 13% in the event he hits certain exit targets. A further 8% options are to be allocated to other members of the management team. Bulldog will acquire 25% of the equity which will be diluted as management options are exercised and in the event the loan is not repaid.

The Proposed deal for investors is to provide £427,500 of secured loan with an effective 100% security behind a £150k short term bank line. This is likely to be refinanced within one year, 30% being repaid in February 2004, and the balance later in 2004 leaving a residual equity of £22,500. On the planned low scenario if the loan is repaid and the hearing aid business only breaks even, sustainable EBITDA of £1m would give a valuation of £3.3m net of debt on a 4 times ebitda multiple. Investors will own 45-50% of the company and on exit at £1.5-1.7m, or 3.5 to 4 times cost. In the event the hearing aid business takes off ebitda of closer to £2.5m would be achievable, management earn their option package and investors would own 40% + of a business worth £14.3m at a six times ebitda multiple, or £5.6m+ a 12 times multiple. On the downside there are sufficient assets to give good security and in the event the loan is not repaid the investors will own a large proportion of the company, which even at the current ebitda runrate of £300k is worth at least £1m and would still give investors a respectable return on their money.

Jeremy Brassington will be part time executive Chairman.

The deal is scheduled to close in mid September.

Andrew Hall
Northern Light Music Limited
Noyna Lodge
Manor Road
Colne
Lancashire
BB8 7AS

Our ref RBT/B.1336-11
Direct tel 020 7360 8112
Direct fax 020 7360 6331
E-mail robin.tutty@ngj.co.uk
Your ref
Date 10 September 2004

WITHOUT PREJUDICE

Dear Sir

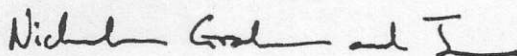
"THE CONVERSOR" ("THE PRODUCT")

We refer to your letters of 3 August, 6 September and 7 September 2004 addressed to our client, Jeremy Brassington of Bulldog Partners.

We note the comments which you have made in your various letters. We acted for the buyers in the sale of certain assets belonging to Sense-Sonic Limited. The relevant sale and purchase agreement does not contain any provision relating to royalties in the Product and our client was unaware of your alleged entitlement to royalties in respect of the Product prior to receipt of your letter.

We would respectfully suggest that the most sensible course would be for you to take up this matter with such party that you consider was under a contractual obligation to ensure you received future royalty payments.

Yours faithfully



Nicholson Graham & Jones

Mr Andrew Hall
Northern Light Music Limited
Noyna Lodge
Manor Road
Colne
Lancashire
BB8 7AS

Our ref RBT
Direct tel 020 7360 8112
Direct fax 020 7360 6331
E-mail robin.tutty@ngj.co.uk
Your ref
Date 19 October 2004

WITHOUT PREJUDICE

Dear Andrew

CONVERSOR ('THE PRODUCT')

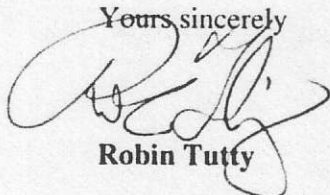
Thank you for your letter of 12 October 2004.

I have considered the points that you have made at some length. Unfortunately, in order for me to advise my client that it is liable to pay you royalties, I would have to demonstrate some form of legally binding obligation.

Whilst I appreciate that you took steps to try and preserve your rights, it would appear that somewhere in the chain of assignments from Northern Light Music to my client, that chain broke down. As such, your rights to receive royalties have not been effectively transferred. There are certainly no such rights reserved in the assignment of the assets of Sense-Sonic Limited to my client by the Administrative Receivers.

Accordingly, despite the points that you have made, I can see no legal basis on which a claim against my client can be made. However, I would be pleased to consider any further comments that either you or your lawyer wants to make.

Yours sincerely



Robin Tutty

Elitesound Limited/Glentrionics Limited(formerly Leaf Technologies Limited) shareholder update

Background

Elitesound Ltd was set up to purchase the shares in Leaf Technology Limited and acquire the business and assets of Sense Sonic Ltd a company which had a patented Assistive Listening Device, called The Conversor, for the hard of hearing. The Conversor tooling was acquired by a wholly owned subsidiary of Elitesound, Websound Ltd, now renamed Conversor Ltd, and the Conversor business and IPR by Tonewear Ltd, now renamed Conversor Products Ltd. Leaf has also been renamed Glentrionics Ltd.

Initial appraisal of the business

There were a number of key issues which needed to be resolved following our acquisition of the business:

1. Brian Dickie the Managing Director had been overtly hostile towards us during the bidding process and it became clear fairly early on that he would have to go. Whilst he had effected a turnaround of the manufacturing side of the business he had no real understanding of the sales process and sales management needs of the business(see below) and had not addressed the relationships with distributors of the Conversor. There was no pipeline of new business in place for Glentrionics the sub-contract manufacturing business. He was also expensive and had a two year rolling contract and was being paid at the rate of £157,000 per year plus on-costs. The workforce were very loyal and his departure had to be handled carefully. There were however a number of discrepancies between his contractual terms and his actual remuneration and duties which enabled us to reach a settlement more quickly than otherwise would have been the case.

We reached an amicable settlement with Brian for him to leave with six months pay at the end of January and a consultancy arrangement at £1,000 per month for the balance of 2004. I have now assumed responsibility as Executive Chairman and spend approximately 4 days per week managing the business, with two days per week in Belfast, and have promoted Eric Blayney the financial controller to the position of General Manager. The transition has been well received and the Senior Management comprising Blayney, Jack McNeilly(63) an experienced Head of Engineering, Nigel McSorley the manufacturing manager and Brian Lavery the Purchasing manager are a very competent group who have effectively managed the business under Brian Dickie, who for a large part of 2003 was in Belfast only 1 to 2 days per week. A new Sales Director, Karl Langton, has been recruited and will start on 1st March

2. The sales force were completely ineffectual. Upon analysis of the business it is apparent that, apart from Conversor, sales leads are generated through existing relationships, public tenders and referrals from the company's contact base. The sales force had not produced any new business during 2003. The two Sales directors were let go or dismissed, and the third salesman is a technical person who looks after the distributor network for the Conversor.

Jeff Myers, introduced by Jon Moulton, a sales oriented businessman who runs his own electronics manufacturing business was brought on board to help restructure the sales force, recruit a Sales Director and provide sales leads for Glentronics. Karl Langton, a very ambitious and successful salesman in the electronics industry joins Glentronics on 1st March responsible for sales of sub-contract manufacturing and The Conversor. The pipeline of new business is growing and Jeff Myers has initiated a number of discussions which he can hand on to Karl in March. Jeff will remain involved with Glentronics on a part time basis.

3. Security of the existing major contracts was and is a principal concern. The largest contract which made up 50% of 2003 turnover of £6million is the manufacture of telephone handsets for Avaya. This contract is likely to last until the end of 2004 in similar volumes to 2003, and thereafter tail off as the new model is launched and manufactured in the Far East. The manufacture of 26 kilometres of PCBs for the CERN particle accelerator will last for two years and represents a turnover of about £1.25m per year. The Conversor which sold £750,000 in 2003 and makes an exceptionally high gross margin is also an important contributor. The principal task for the sales force in 2004 is to land sufficient contracts to replace Avaya in 2005 and CERN in 2006.
4. The sales of Conversor were not growing as a result of a number of issues in relation to returns and warranty issues, the lack of any distributor contracts, poor relationships with distributors and a product that had had a poor track record on quality until late 2003. Despite these issues the feedback received by me from the distributor base has been extremely positive. I have initiated a number of changes to address these problems including the appointment of a customer liaison manager for the Conversor, a new distributor contract, resolution procedures for warranty, returns, repairs on site and buffer stock to enable distributors to operate the relationship with Glentronics and their customer base on a more professional and efficient basis. The benefits of these changes are expected to show through during the coming months. I have also met with or am planning to meet with the

key distributors to understand how we can sell more product and to confirm my views on the proposed product strategy(see below).

5. The work force had not received a pay rise for three years prior to the acquisition. We instructed management to come up with a productivity scheme to provide an incentive to all levels in the company. A small cost of living pay rise was implemented together with the productivity scheme in December 2003 and has been well received.
6. Management succession in the engineering division needs to be addressed in 2004. Jack McNeilly is 63 and will retire in two years. He has a talented middle management team which will be given more responsibility during the course of the year and will provide for succession in two years time. I have asked Eric Blayney and Jack to produce a plan.

Conversor

The Conversor is a patented Assistive Listening Device ("ALD") for the hard of hearing and provides a directional amplifier which helps the individual both focus on the sound he wants to hear and to enhance the level of that sound. The patent estate is not believed to be particularly strong and is being challenged in the European courts by Oticon. However there is a large degree of know how and design patents and trademarks which provide an edge over the competition. In addition Conversor sells for a third of the competitor prices. In discussion with distributors and potential partners the Conversor now performs, is easy to use and could sell in significant volumes at a lower price point. It is however, not an attractive accessory, being manufactured in a rather unenterprising matt black bakelite looking casing. The group is working on a leading edge replacement for the Conversor codenamed the F4 which is a digital sound based ALD. It will sell for a comparable price to the competition with greater functionality and better sound characteristics. It will be available in late 2004, early 2005. We believe there is an opportunity to structure a product range with a lower priced basic Conversor using the existing product and trading lower margin for higher volume commitments from distributors, an intermediate product in a slicker personal accessory style casing which will sell for a similar price point to the existing product and the F4 which will be a premium priced product. The intermediate product can be manufactured as an OEM version for major distributors.

To this end we are currently in discussion with one of the top four hearing aid manufacturers to put in place a world wide distribution agreement for the complete range of Conversor products. None of this is included in the financial projections.

Financial Results for 2003 and Forecast for 2004

The business was marginally profitable on turnover of c £6m for the year to 31st December 2003. However, there has been a wholesale tidying up exercise, and this result includes provision for the settlement with Dickie and a number of other minor litigation issues which should be shortly resolved, the release of the balance of negative goodwill and the provision of interest on the £1.5m of intercompany debt acquired from Sense Sonic Ltd as part of the acquisition.

The draft balance sheet shows a deficit of £408,000 at 31st December 2003. In order to give Glentronics the chance to renegotiate credit terms with a number of its key suppliers it has been decided to convert approximately £500,000 of the intercompany debt owed to Elitesound into 6% redeemable preference shares. Glentronics will then owe Elitesound approximately £1million on the intercompany balance. Glentronics will then be able to file a set of accounts which show positive net worth and a profit for 2003.

Projected turnover for 2004 is £8.1m and an EBITDA of £653k. The majority of the contracts for 2004 are already in place. The principal assumptions are that Avaya continues at the levels seen for 2003; the CERN contract performs to plan and Conversor sales of just under £1million are achieved. Overheads are under control and reduced to the extent of changes referred to above.

Cash was quite tight in the latter part of 2003. However, with the new factoring arrangements and the trading pattern now settled, the company is beginning to generate cash at a healthy rate.

The refinancing

Ford Campbell, who had been working for the MBO team, were engaged to provide a refinancing syndicate to re-bank Glentronics and provide a term loan to repay the investors in part. The debt factoring was successfully transferred from Barclays to Enterprise Finance at greatly improved terms both in terms of quantum and cost structure. The negotiations with the term debt provider to refinance the plant and Machinery broke down at the last minute as a result of an unsatisfactory fee required by the Landlord to agree to the terms of the debt financier. A 17% up front fee and a 17% annual cost of borrowing to yield a £200,000 release of funds was deemed unduly onerous. Negotiations have recommenced with an alternative source of funding with whom Bulldog have done business with before and who can act relatively quickly for sums up to £300k.

The rent bond of £135,000 is shortly due for repayment and will be repaid to Elitesound in February/March 2004. Upon receipt Elitesound will use it to

repay 30% of the investor loan with the balance being repaid out of the proposed refinancing and cash flow for the year.

Board structure

In order to effect a smooth transition of the management control from Brian Dickie to Bulldog Partners and to provide a balanced Board, we appointed Sir Richard Morris, who has a long and successful track record as an industrialist, and Howard Mundy as Directors in December 2003. Their appointment was critical to gaining support from senior management and in the negotiation with Dickie regarding his severance. The non executives are paid £12,000 per year. I am spending four days per week managing the Conversor business and performing the role of Executive Chairman of Glentronics. At the inception it was envisaged that I would spend approximately a day per week for which Bulldog would be paid £30,000 per year. It is proposed that Bulldog be paid a fee of £75,000 per annum for my services until either a new managing director is recruited or until such time as the workload reduces significantly. This structure represents a considerable saving on the £157k plus on-costs incurred by Glentronics for the previous managing director. An equity value incentive scheme is to be put in place during 2004 to incentivise senior management.

Summary

Post the acquisition the business has been stabilised, management and work force are settled. Financially the business is stable and generating cash. There is a need to bring in a number of new manufacturing contracts and the pipeline is being rebuilt to address 2005 and beyond. Conversor makes a significant contribution and has sold despite the difficulties of the last two years. It is believed there is a substantial opportunity for the product which we will seek to exploit. 30% of the investor loan will be repaid in February/March and the balance we expect to be repaid either from a combination of a refinancing of the plant and machinery and from cashflow by the year end.

Jeremy Brassington
Bulldog Partners Limited
9th February 2004

Investor Letter June 2004

Glentronics Results for six months to 30th June 2004

Jan
What is this
deal?

Sara Will be sold
in 15/9 to

You don't have
an investment
under this name.

c. 1.6 x investment

Sales for the period to end June are approximately £1m behind budget as a result of lower sales of Conversor and a six month delay in the commencement of Phase II of the Cern contract. Contribution levels have been improved through efficiency gains and a flexible approach to staffing levels. Overheads have been maintained at below budget levels despite increased selling and marketing costs. The loss for the year to date is £24k compared with a budgeted profit of £36k. The second half is forecast to be profitable, although July is only a three week production month with the factory's annual week's holiday, and will be loss-making also. Management are forecasting a profit of £128k for the year which reflects the Cern delays and slower Conversor sales. The outturn is very sensitive to Conversor sales because of the high gross margin achieved on the product. Conversor sales have been lagging behind budget for the year to date, and it is likely that the company will be close to budget for the year of £134k profit. There has been significant activity on Conversor during the year with promising results from the RNID relationship, however these have yet to show through to the sales line.

Management accounts for the period are attached together with a consolidated balance sheet at 31st December 2003. The cash flows assume the receipt of funding from Grovefield and the payment of £150,000 to Elitesound to fund partial repayment of shareholder loans.

Outlook

The business remains heavily dependent on one customer, Avaya, for telephone handset manufacturing, which accounts for 40% of the groups turnover, down from 50% in 2003. We are informed by the customer that this contract will officially end at the end of 2004, but there is the expectation of run off volumes during 2005. There is therefore a requirement to replace this with new business. On acquisition there were no effective salesmen and there was no properly qualified prospect list leading to a non-existent pipeline. The new salesman who joined in March is beginning to deliver new business in £500k tranches, but will not have replaced the Avaya revenue by the end of 2004. The whole of the Conversor distributor base were pretty jaundiced at the time of the acquisition resulting from poor communications, service levels and product quality issues. It has taken some time to get these players back on board, although inevitably we will lose some distributors as a result of mismanagement by the group in 2003 in key areas such as the USA and

"A"

Bulldog led
deal

In Belfast

Elitesound
?

file attached

I assume
this is it
but is it
now called

Glentronics
273

Germany and France. We have just replaced the US distributor and will be commencing sales through this channel in August/ September. However, we are informed there is relatively little brand awareness of the Conversor in the US and it will take time to rebuild our market position. Conversor sales will improve over the coming months as the effect of putting together a completely new sales team and support organisation begins to show through. A shortage of components for the Conversor has meant that we are having to launch the next variant of the Conversor earlier than would have been ideal and have to be alert to the fact that there may be a higher product return level in the early months of sale. Providing we can overcome the negative effects of the poor relationships with distributors and the product quality issues we have a fair chance to make the Conversor a successful product. While the results of the relationship with the RNID are encouraging with a mail out to their database in July, the Conversor business remains highly dependent on this one customer which will account for over half the 2004 sales. Since March only one new distributor has been signed up and the effort has been expended in getting the existing distributor base back on track. We are also fighting Phonak and Oticon on the patent front where they claim that the original patents copied products in the public domain and that there is no novelty in the various claims made. The outcome of this opposition and the effects on the Conversor business are uncertain and unquantifiable. Product development will benefit from the Invest Northern Ireland grant now awarded to the company which will fund 40% of the costs of developing a digital Conversor which we expect to launch in 2005. During the remainder of 2004 therefore, the task is to strengthen the management team, repair existing relationships with Conversor distributors and grow the sub-contract order book to replace the Avaya business.

Funding requirements of the business

Up until April/May 2004 the business has required a short term loan of £20k to £40k to on a regular month end basis to secure the payment of salaries and month end creditors. The business is reasonably self sufficient at present on a low growth basis to fund itself at a small level of profitability. However, the requirements of the distributors for Conversor, the commencement of Phase II of the CERN contract and the working capital associated with the acquisition of new customers to replace Avaya in 2005 means that there will be significant working capital requirements for the second half of 2004 and into 2005 which the

company cannot fund from its own internal resources. During 2005 there will also be a requirement for capital expenditure and tooling for the Digital Conversor. In addition we will need to recruit engineers and factory operatives to service the growing customer base. No bank finance other than the existing invoice discounting is available to the company at present.

Availability of alternative sources of finance

We spent some months in negotiation with Davenham, a small boutique provider of asset finance, for a £200k loan. Negotiations broke down however, when we were unable to get them to increase their loan level, and to waive the requirement for a £40k rent bond or fee to the landlord for the landlord to waive certain of its rights in the event of a default or insolvency of the borrower. More recently we have accepted an offer from Grovefield, with whom we have had dealings before, for a £300k facility to finance the fixed assets of the group. A small equity penalty of a warrant of 5% of the equity of Glentronics has been granted to Grovefield.

Buy out proposal

As a result of the uncertainties in the business and the requirement for additional capital to support the increased working capital of the group, Bulldog has been giving consideration to how the new finance might best be utilised.

It is our view that approximately £100-150k of the new finance should be retained in the business to fund working capital, leaving £150k to £200k available to repay investors loans. To repay the investor loans in their entirety would require £326k plus interest, which could not be achieved within the company's existing resources and would leave the company with no working capital. A further round of funding would be required from investors to support the company's growth plans.

Bulldog proposes that the existing investors are bought out by the Bulldog shareholders, Jeremy Brassington and Howard Mundy, in return for their providing the incremental working capital required to fund the group. Bulldog shareholders will not receive any repayment of their loan as part of this process and will have a lesser security ranking as a result of the Grovefield financing. As part of the grant funding Elitesound has also agreed to defer any further repayments of loan and the payment of

royalties from Glentronics to Conversor Products until the project is completed in 2005.

The proposal is as follows;

- Loan stock, which represented 90% of the investment, is redeemed at par together with all outstanding interest to the date of repayment. Loan stock and interest to be redeemed upon completion.
- Share capital, which represents 10% of the investment, is purchased at a multiple of five times cost on completion.
- Completion to take place on or before 15th September 2004.

This would result in investors receiving approximately 1.5 times their original investment and a return rate well in excess of 50% per annum.

Conclusion

Bulldog as managers and promoters of this transaction are keen to see that we fulfil our obligations to shareholders and repay their loans in full despite the slower than anticipated performance of the company. We clearly believe in the long term future and success of the company but, after a year of close management, are of the view that the turnaround will take longer and will have been more expensive in time and cost than anticipated and are disappointed that we have not been able to gear the balance sheet up sufficiently to repay all loan holders. In these circumstances, we therefore believe the proposed buyout to be a very fair return to shareholders for their investment over the last 11 months.

Glentronics Ltd Profit and Loss Account

Sales	541,184	500,560	478,337	438,947	429,759	523,150	466,631	582,421	649,578	784,646	862,054	711,315	6,970,582
Cost of Sales	240,920	205,384	229,736	206,692	163,758	209,838	193,250	241,713	289,148	349,979	397,481	314,577	3,042,476
Royalty	7,058	5,541	6,433	6,827	9,618	7,251	14,900	16,034	14,271	18,915	18,313	19,473	144,635
GROSS MARGIN	293,206	289,635	242,168	225,428	256,383	306,061	260,481	324,674	346,159	415,751	446,260	377,264	3,783,471
COS %	46%	42%	49%	49%	40%	41%	44%	44%	47%	47%	48%	47%	44%
Total Direct Labour Cost	61,699	58,870	62,527	44,319	45,408	54,230	45,767	60,665	77,564	97,697	105,813	89,937	804,495
GROSS CONTRIBUTION	231,507	230,765	179,641	181,109	210,975	251,831	214,714	264,009	268,594	318,055	340,447	287,328	2,978,976
	43%	46%	38%	41%	49%	48%	46%	45%	41%	41%	39%	40%	43%
Overheads	108,495	105,172	89,464	82,101	89,904	94,456	97,427	98,961	101,902	103,415	109,654	111,592	1,192,544
Production - Divisional Directs	36,825	34,785	33,484	34,724	35,641	33,076	35,531	34,048	34,048	37,488	35,988	35,988	421,626
Production - Indirects	25,375	26,480	29,368	25,558	25,490	26,098	26,711	26,711	26,711	27,361	27,361	27,361	320,584
Establishment	29,786	39,668	21,379	22,324	31,310	37,475	34,639	35,242	35,665	36,188	36,765	35,966	396,406
Administration	10,787	13,331	19,492	28,051	22,545	31,272	21,493	20,908	27,284	30,001	26,632	25,336	277,132
Selling	1,406	2,036	1,938	1,878	1,896	1,647	1,416	1,416	1,416	1,416	1,416	1,416	19,297
Research and development	6,044	4,224	6,293	17,830	13,474	6,738	4,545	7,915	8,589	9,493	10,596	10,636	106,377
Finance and other costs													
TOTAL EXPENSES	218,718	225,696	201,418	212,466	220,260	230,762	221,762	225,201	235,615	245,361	248,412	248,295	2,733,966
NET PROFIT before tax	12,789	5,069	(21,777)	(31,357)	(9,285)	21,069	(7,048)	38,808	32,980	72,694	92,035	39,033	245,010
Cashflow	41,123	32,910	(21,577)	(13,495)	9,515	40,930	12,757	58,301	53,372	92,893	112,027	60,066	478,823
Profit before interest tax and deprec	46,619	38,567	(17,672)	(7,987)	15,296	46,478	17,302	63,388	59,133	99,558	119,795	67,874	548,350
EBIT	18,285	10,726	(17,872)	(25,849)	(3,504)	26,617	(2,503)	46,723	41,569	82,187	102,632	49,669	328,679
EBIT%	3%	2%	-4%	-6%	-1%	5%	-1%	8%	6%	10%	12%	7%	5%
EBIT%													
Headcount	120	118	115	110	110	118	121	129	138	159	168	185	133

uB^u Current forecast £128k as a result of lower Conversion Sales.