

# LL MG01

051821/13



## Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

**A fee is payable with this form**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

**What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
created by an LLP in England and  
Wales or Northern Ireland

**What this form is NOT for**  
You cannot use this form to re-  
gister particulars of a mortgage or ch-  
arge for a Scottish LLP  
To do this, please use form  
LL MG01s

THURSDAY



LD4 \*L1JBSAYP\* #81  
11/10/2012  
COMPANIES HOUSE

<b>1</b> <b>LLP details</b>		For official use
LLP number	0 C 3 4 6 0 9 9	<p><b>Filing in this form</b> Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p>
LLP name in full	AMIAS BERMAN & CO LLP (the " <b>Borrower</b> ")	
<b>2</b> <b>Date of creation of charge</b>		
Date of creation	01 00 10 2012	
<b>3</b> <b>Description</b>		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	A debenture signed between the Borrower and Seaport Financial Europe Limited (the " <b>Lender</b> ") dated 10 October 2012 (the " <b>Debenture</b> ")	
<b>4</b> <b>Amount secured</b>		<p><b>Continuation page</b> Please use a continuation page if you need to enter more details</p>
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>All present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Facility Agreement or the Debenture (including, without limitation, those arising under clause 13.3 of the Debenture) together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities (the "<b>Secured Liabilities</b>").</p> <p>Capitalised terms used in this Form MG01 and not otherwise defined shall have the meanings given to them in Section 6 (<i>Short particulars of all the property mortgaged or charged</i>) of this Form MG01</p>	

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## 5 Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**  
Please use a continuation page if you need to enter more details

Name SEAPORT FINANCIAL EUROPE LIMITED

Address Ground Floor West, 1 Finsbury Circus  
London

Postcode E C 2 M 7 E B

Name

Address

Postcode

## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

**Continuation page**  
Please use a continuation page if you need to enter more details

Short particulars

### Charging clause

Pursuant to Clause 3 1 of the Debenture, as a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee.

(a) charged to the Lender, by way of first fixed charge

- (1) all properties, whether freehold or leasehold, acquired by the Borrower in the future;
- (11) all present and future interests of the Borrower in or over freehold or leasehold property;
- (111) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the properties of the Borrower;
- (1v) all licences, consents and authorisations, statutory or otherwise held or required in connection with the Borrower's business or the use of any Charged Property and all rights in connection with them;
- (v) all present and future goodwill and uncalled capital for the time being of the Borrower;
- (vi) all Equipment,
- (vi1) all monies from time to time standing to the credit of each Designated Account; and

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## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**AMIAS BERMAN & CO LLP, COMPANY NUMBER OC340699**

### Continuation Page No. 1 (Short Particulars)

(b) charged to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 3 1(a) of the Debenture (sub-paragraph (a) above)

### **Automatic conversion of floating charge**

Pursuant to Clause 3 2 of the Debenture, the floating charge created by clause 3.1(b) of the Debenture (sub-paragraph (b) above) shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if.

(a) the Borrower.

(1) creates, or attempts to create, over all or any part of the Charged Property a Security Interest without the prior written consent of the Lender or any trust in favour of another person; or

(11) disposes or attempts to dispose of all or any part of the Charged Property (other than property subject only to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business), or

(b) a receiver is appointed over all or any of the Charged Property that is subject to the floating charge; or

(c) any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property; or

(d) the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower.

### **Conversion of floating charge by notice**

Pursuant to Clause 3.3 of the Debenture, the Lender may in its sole discretion at any time by written notice to the Borrower convert the floating charge created under the Debenture into a fixed charge as regards any part of the Charged Property specified by the Lender in that notice.

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## 6 Short particulars of all the property mortgaged or charged

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Short particulars

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**Continuation Page No. 2 (Short Particulars)**

### **Assets acquired after any floating charge crystallisation**

Pursuant to Clause 3 4 of the Debenture, any asset acquired by the Borrower after any crystallisation of the floating charge created under the Debenture which but for such crystallisation would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of first fixed charge

### **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

Pursuant to Clause 1 of Schedule 2 of the Debenture, the Borrower covenanted not to at any time, except with the prior written consent of the Lender:

- (a) create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interests created by the Debenture, or
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except for the disposal in the ordinary course of business of any of the Charged Property subject to the floating charge created under the Debenture; or
- (c) create or grant (or purport to create or grant) any interest in any Charged Property in favour of a third party.

### **Definitions used in this Form MG01**

**"Charged Property"** means all the assets, property and undertaking for the time being subject to the security interests created by the Debenture (and references to the Charged Property include references to any part of it).

**"Designated Account"** means the Pershing Deposit Account together with any other account or accounts of the Borrower nominated by the Lender as a designated account for the purposes of the Debenture.

**"Equipment"** means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions

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## 6 Short particulars of all the property mortgaged or charged

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Short particulars

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### Continuation Page No. 3 (Short Particulars)

"**Facility Agreement**" means the facility agreement dated 14 September 2012 between the Borrower and the Lender for the provision of loan facilities secured by the debenture.

"**Pershing Deposit Account**" means the Borrower's Pershing deposit account with Pershing which holds the deposit monies in accordance with the Borrower's contract with Pershing

"**Security Interest**" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

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## 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

## 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge. If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly.

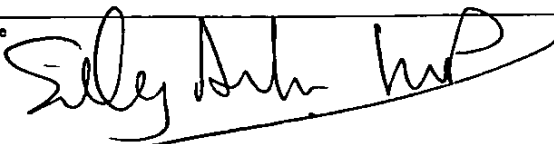
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK. The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where property situated in another part of UK.

## 9 Signature

Please sign the form here

Signature

Signature

X  X

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

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## Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Seetal Modi/Hamed Fathinejad

Company name

Sidley Austin LLP

Address

25 Basinghall Street

Post town

London

Country/Region

Postcode

EC2V 5HA

Country

DX

Telephone

0207 360 3600

## Certificate

We will send your certificate to the presenter's address if given above or to the LLP's Registered Office if you have left the presenter's information blank.

## Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- The LLP name and number match the information held on the public Register
- You have included the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee

## Important information

Please note that all information on this form will appear on the public record.

## How to pay

A fee of £13 is payable to Companies House in respect of mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.

## Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

**For LLPs registered in England and Wales.**

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For LLPs registered in Scotland:**

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For LLPs registered in Northern Ireland**

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

## Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006 as  
applied to the Limited Liability Partnerships (Application of  
Companies Act 2006) Regulations 2009**

LLP NO. OC346099  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 10 OCTOBER  
2012 AND CREATED BY AMIAS BERMAN & CO LLP FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
LIMITED LIABILITY PARTNERSHIP TO SEAPORT FINANCIAL  
EUROPE LIMITED ON ANY ACCOUNT WHATSOEVER UNDER  
THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 AS APPLIED TO THE LIMITED LIABILITY PARTNERSHIPS  
(APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009  
ON THE 11 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 OCTOBER  
2012

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