

LL MG01

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



030152/13

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 register
particulars of a mortgage or charge
for a Scottish LLP
To do this, please use form
LL MG01s

SATURDAY



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15/05/2010

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COMPANIES HOUSE

1

LLP details

LLP number

O C 3 3 2 0 9 3

LLP name in full

VEGA & PARTNERS LLP

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

2 8 0 4 2 0 1 0

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

TRADE-FINANCE SECURITY AGREEMENT BETWEEN BNP PARIBAS (SUISSE) SA
AS "CHARGE" AND VEGA & PARTNERS LLP AS "CHARGOR"

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

SEE ATTACHED CONTINUATION SHEET

07

Continuation page

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

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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 ☒ BNP PARIBAS (SUISSE) SA

Address PLACE DE HOLLANDE 2

1204 GENEVA, SWITZERLAND

Postcode

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 SEE CONTINUATION SHEET ATTACHED

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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

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 *Dan Jones LLP*
Signature for the Chargee

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 **J S Morrall**

Company name **Dawsons LLP**

Address

Post town

County/Region

Postcode

Country

DX **38 London/Chancery Lane**

Telephone **020 7421 4800**



Certificate

We will send your certificate to the presenter's address if given above or to the LLPs 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 mortgage or chargee
- ☐ You have given details of the mortgagee 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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email 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

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<p>4</p>	<p>Amount secured</p> <p>Please give us details of the amount secured by the mortgage or charge</p>	
<p>Amount secured</p>	<p>Amount secured by the Mortgage or Charge</p> <p>As continuing security applicable to all current and future transactions for the payment on demand by the Chargee of</p> <p>(a) all sums of money which have been or are now or may hereafter at any time or from time to time be advanced to the Chargor by the Chargee for or in connection with the financing of the purchase and sale of goods (the "Goods") whether pursuant to transactions in consideration of money or money's worth or other consideration, counter-trade or any other operations, and</p> <p>(b) interest on all sums of money at such rates as may be agreed from time to time, and</p> <p>(c) all the Chargor's other indebtedness and/or liabilities and obligations to the Chargee present, future, actual and/or contingent whether owing or accruing due from the Chargor solely, severally or jointly with any other person and whether on any current or other account or in any other manner, and</p> <p>(d) all costs, charges and other expenses howsoever incurred by the Chargee in relation thereto or to this security and/or the Chargor's liabilities hereunder on a full indemnity basis,</p> <p>together with interest (both before and after judgement) on any of the foregoing which may be due and unpaid calculated day by day from the date of demand until full discharge (such interest to be chargeable at the rate of interest calculated and compounded by the Chargee in accordance with its practice from time to time)</p>	

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Particulars of a charge created by a Limited Liability Partnership (LLP)
registered in Scotland

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Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

Short particulars of all the property mortgaged or charged

1 Assignment of Moneys and Receivables and Insurances

By virtue of the Trade Finance Security Agreement, the Chargor has agreed irrevocably and absolutely and with full title guarantee to assign to the Chargee and grant the Chargee a first priority security interest in and floating charge over all the Chargor's rights title and interest in and to

1.1 all moneys and other receivables due to the Chargor arising out of or in connection with the financing carriage, sale or other disposition of any and all Goods (as defined above), and

1.2 all moneys, credits or other assets or rights held by the Chargee in the Chargor's favour on any account or accounts from time to time, and

1.3 all policies and contracts of insurance, including any rights under any entry in a protection and indemnity or war risks or political risk insurance which are from time to time taken out in connection with any and all Goods and all the benefits thereof including claims of any nature

2 Pledge and Hypothecation of Goods and Documents

2.1 By virtue of the Trade Finance Security Agreement the Chargor has agreed to pledge to the Chargee with full title guarantee

(a) All Goods which are now or will in the future be

(i) delivered by the Chargor or on the Chargor's behalf into the possession of the Chargee or its agents or other persons authorised by the Chargee to hold the same to its order or on its behalf or

(ii) received into the custody or control of any depot warehouse or handling agent approved by the Chargee and which are the subject of a declaration that such goods are held to the order of the Chargee, or

(iii) recorded in any bill of lading, warrant, certificate, receipt or any other document of title made out to or to the order of or endorsed to the Chargee or its order or the Chargor or the Chargor's order or in blank and

(b) all bills of lading, warrants, delivery orders, warehouse keepers' certificates or receipts and all documents of title in respect of the Goods and which are now or which shall at any time in the future be deposited by the Chargor or on the Chargor's behalf with the Chargee or its agent or other persons authorised by the Chargee to hold the same to its order

2.2 In addition to the security granted by way of pledge of the Goods in favour of the Chargee pursuant to clause 2.1 and to the extent that at any time and for any reason such pledge of Goods is not or is no longer constituted the Chargor has agreed to

(a) Hypothecate and charge by way of floating charge to and in favour of the Chargee with full title guarantee all the Chargor's right, title and interest present and future in and to the Goods, and

(b) declare that the Chargor holds and agrees to hold on trust for the Chargee exclusively, the Goods and all proceeds of the sale or other disposition thereof and all documents relating thereto

3 Negative Pledge

In addition to the security granted by way of pledge of the Goods in favour of the Chargee pursuant to clause 2.1 and the security granted by way of hypothecation and charge to and in favour of the Chargee pursuant to clause 2.2, the Chargor has agreed not to suffer or to permit the creation of any security interest over the Goods or over the Moneys Receivables and Insurances as described in clause 1 above, and do nothing that could imperil or detract from the rights granted to the Chargee herein



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. OC332093
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A TRADE FINANCE SECURITY
AGREEMENT DATED 28 APRIL 2010 AND CREATED BY VEGA &
PARTNERS LLP FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO BNP PARIBAS (SUISSE)
SA 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 15 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 MAY 2010



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES