

APPENDIX 8

IN THE MATTER OF
THE LIMITED LIABILITY PARTNERSHIP LAW, 2017

AND

IN THE MATTER OF

LEAVING, LLP

AFFIDAVIT

I, Bobby Stewart of 20 Lake view Crescent, Bahamas, MAKE OATH and say as follows:

1. I am a manager of LEAVING, LLP (the “Partnership”) a partnership applying for deregistration pursuant to Section 38(3) of the Limited Liability Partnerships Law, 2017 and I am well acquainted with its affairs;
2. Having made due enquiry I am of the opinion that:
 - a. no petition or other similar proceeding has been filed and remains outstanding or order made or resolution adopted to wind up or liquidate the transfer applicant in any jurisdiction;
 - b. no receiver, trustee or administrator or other similar person has been appointed in any jurisdiction and is acting in respect of the applicant partnership, or any part thereof;
 - c. no scheme, order, compromise or other similar arrangement has been entered into or made whereby the rights of creditors of the transfer applicant are and continue to be suspended or restricted;
 - d. the applicant partnership is able to pay its debts of the applicant partnership as those debts fall due;
 - e. the application for registration is bona fide and not intended to defraud existing creditors of the applicant partnership;
 - f. any consent or approval to the transfer required by any contract or undertaking entered into or given by the applicant partnership has been [*obtained, released or waived*].

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- g. the transfer is permitted by and has been approved in accordance with the LLP agreement of the applicant partnership;
 - h. the laws of [*the relevant jurisdiction*] with respect to transfer have been or will be complied with;
 - i. the applicant partnership will upon registration under the laws of [*the relevant jurisdiction*] continue as a [*partnership, a body corporate or other entity*].
3. A statement of the assets and liabilities of the Company made up to 31 March 2020 is attached to this affidavit.

Leaving, LLP

SWORN before me at Nassau on 22nd Day of June 2020)

By: B Partner

) Name: Bobby Partner

) Title: Managing Partner

) Date: 22 Jun 2020

Notary Public¹

¹ GCR 1995 (Revised)/Amended 08.09.03/Amended 01.11.09 = O.12, r.12.7 The rule that affidavits may only be sworn before Justices of the Peace is abolished. Affidavits may now be sworn either before a Justice of the Peace (including the Clerk of the Court and other ex-officio justices) or a Notary Public (except one who is the party's attorney) as may be convenient.

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Leaving, LLP

Statement of Assets and Liabilities as at 31 March 2020

ASSETS		LIABILITIES	
Current assets		Current liabilities	
Cash	\$ 2,100	Notes payable	\$ 5,000
Petty cash	100	Accounts payable	35,900
Temporary investments	10,000	Wages payable	8,500
Accounts receivable - net	40,500	Interest payable	2,900
Inventory	31,000	Taxes payable	6,100
Supplies	3,800	Warranty liability	1,100
Prepaid insurance	1,500	Unearned revenues	1,500
Total current assets	<u>89,000</u>	Total current liabilities	<u>61,000</u>
Investments	<u>36,000</u>	Long-term liabilities	
Property, plant & equipment		Notes payable	20,000
Land	5,500	Bonds payable	400,000
Land improvements	6,500	Total long-term liabilities	<u>420,000</u>
Buildings	180,000	Total liabilities	
Equipment	201,000		<u>481,000</u>
Less: accum depreciation	<u>(56,000)</u>	STOCKHOLDERS' EQUITY	
Prop. plant & equip - net	<u>337,000</u>	Common stock	110,000
Intangible assets		Retained earnings	220,000
Goodwill	105,000	Accum other comprehensive income	9,000
Trade names	200,000	Less: Treasury stock	<u>(50,000)</u>
Total intangible assets	<u>305,000</u>	Total stockholders' equity	<u>289,000</u>
Other assets	<u>3,000</u>	Total liabilities & stockholders' equity	
Total assets	<u>\$ 770,000</u>		<u>\$ 770,000</u>

The notes to the sample balance sheet have been omitted.