

019823/13

**LLP395****M**

CHWP000

Please complete  
in typescript, or  
in bold black  
capitals**Particulars of a mortgage or charge in respect  
of a Limited Liability Partnership****A fee of £13 is payable to Companies House in respect of  
each register entry for a mortgage or charge.**

For official use

**LLP Number** OC317233

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**Full Name of Limited  
Liability Partnership**

HEPTONSTALLS LLP (the "Assignor")

**Date of creation  
of the charge**

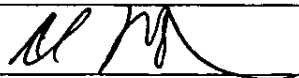
10 April 2008

**Description of the instrument  
(if any) creating or evidencing  
the charge (note 2)**

Deed of Assignment (the "Agreement")

**Amount secured by the  
mortgage or charge**

All indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by the Assignor to Justice Capital Limited ("JCL") whatever their nature or basis, under each transaction related to any client of the Assignor which has entered into a conditional fee arrangement with the Assignor for the conduct of a specified type of legal claim (a "Client" and a "Claim" respectively) and notified to JCL in accordance with the Agreement (a "CFA") involving the provision of credit facilities to the Assignor entered into pursuant to a firm trading agreement between JCL and the Assignor dated 10 April 2008 (each being a "Credit Agreement"), and however they are described, together with Interest and Expenses (each as defined in the Agreement) (the "Secured Obligations")

**Signed**

**Date**

29.04.08

On behalf of  [mortgagee/chargee] (delete as appropriate)

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a problem.



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"PGAZT007"  
19/4/08  
COMPANIES HOUSE  
"AMF-DU/CZ"  
01/05/2008  
COMPANIES HOUSE

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Adam Jones

Salans, Millennium Bridge House, 2 Lambeth Hill, London EC4V 4AJ

Tel 020 7429 6024

E-mail apjones@salans.com

When you have completed and signed the form please send it to the Registrar of Companies at

Companies House, Crown Way, Cardiff, CF14 3UZ

DX 33050 Cardiff

Names and addresses  
of the mortgagees or  
persons entitled to  
the charge

Justice Capital Limited,  
Harrow Exchange, 2 Gayton Road, Harrow, Middlesex HA1 2XU

Short particulars of all the  
property mortgaged  
or charged

The Assignor, as primary obligor and not merely as surety, covenants with JCL that it will pay, discharge and perform the Secured Obligations on demand (subject to clause 7 of the Agreement and to the Credit Agreement) and in the manner provided in the Credit Agreement and any other documents evidencing the Secured Obligations

The Assignor, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, as a continuing security for the payment, discharge and performance of the Secured Obligations, assigns in favour of JCL

(a) each CFA entered into after the date of the Agreement and notified to JCL by the giving to JCL, on requesting the draw down of the funds under the Credit Agreements, the details specified in the Agreement,

(b) all proceeds received under a CFA, including, but not limited to, the accumulated profit costs under a CFA of the Assignor in relation to each Claim ("Profit Costs") and payments for any indebtedness or expenditure incurred by the Assignor for the purpose of furthering, or acquiring, the Client's legal action, and any relevant fees additional to the Profit Costs which are due to the solicitor acting on behalf of the Client in the Claim

Particulars as to  
commission allowance  
or discount (*note 3*)

NIL

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395 \*) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398 \*) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398 \*) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) \* applies (property situate in Scotland or Northern Ireland) and Form LLP398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal Charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the LLP to any person in consideration of his
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the Form LLP395 continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**



CHWP000

Please do not  
write in this  
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*Please complete  
in typescript, or in  
bold black  
capitals*

**FORM LLP395 (Cont.) AND FORM LLP410 (Scot)(Cont.)**

**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No  
to Form LLP395 and 410 (Scot)

1

**LLP Number**

OC317233

**Full Name of Limited Liability Partnership**

HEPTONSTALLS LLP

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2 for LLP395)  
(note 1 for LLP410)

Amount due or owing on the mortgage or charge (continued)

Please do not  
write in this  
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*Please complete  
in typescript, or  
in bold black  
capitals*



Please do not  
write in this  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete  
in typescript, or  
in bold black  
capitals*





Short particulars of all the property mortgaged or charged (Continued)

Please do not  
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which are payable where the Claim is won, but excluding general and specific damages (the "CFA Proceeds"), and

(c) all its right, title and interest present and future in each CFA

The Assignor, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, to the extent that any CFA, and CFA Proceeds or any of the Assignor's right, title (or interest in any CFA) is incapable for any reason of being effectively assigned pursuant to the Agreement but is capable of being effectively charged, charges such CFA, CFA Proceeds or right, title or interest, in favour of JCL, by way of first fixed charge, as a continuing security for the payment, discharge and performance of the Secured Obligations

*Please complete  
in typescript, or  
in bold black  
capitals*

Particulars as to commission allowance or discount





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

**Pursuant to section 401(2) of the Companies Act 1985 as applied to  
Limited Liability Partnerships pursuant to Paragraph 4 and  
Schedule 2 of the Limited Liability Partnerships Regulations 2000.**

**LLP NO. OC317233**

**CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED  
THE 10 APRIL 2008 AND CREATED BY HEPTONSTALLS LLP  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE LIMITED LIABILITY PARTNERSHIP TO JUSTICE CAPITAL  
LIMITED ON ANY ACCOUNT WHATSOEVER UNDER THE  
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING  
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 AS  
APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT  
TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED  
LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 19  
APRIL 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 MAY 2008**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**