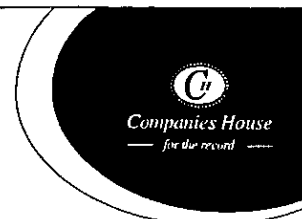


041701-13

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



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 in England and Wales or Northern Ireland

☒ What this form is for

You cannot use this form to register particulars of a charge in England and Wales or Northern Ireland. To do this use form MG01s

THURSDAY



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A24

03/01/2013

#129

COMPANIES HOUSE

for official use

1 Company details

Company number 0 7 9 9 6 9 4 0

Company name in full Square Mile Employment Services Ltd of 33 Fourth Avenue, Frinton on Sea, Essex CO13 9DY ("the Company")

1 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 ^d2 ^d1 ^m1 ^m2 ^y2 ^y0 ^y1 ^y2

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

Deed of Debenture ("the Debenture")

4 Amount secured

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

Amount secured

The payment to State on demand (as agent for itself and each Associate) without deduction, set off or counterclaim all monies and discharge all obligations and liabilities whether actual or contingent now or at any time due, owing or incurred to State or any Associate by the Company in whatever currency denominated and howsoever incurred (whether alone or jointly and in whatever style, name or form and whether as principal or surety) when the same are due and including, in particular, the payment of all amounts which may become due on or following termination of, or demand made under, a Finance Agreement in accordance with its terms and all accrued interest, commission, fees and other charges and all Expenses (the "Secured Liabilities")

Continuation page

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

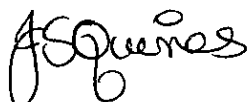
MG01

Particulars of a mortgage or charge

| | | |
|-------------------|---|--|
| 5 | Mortgagee(s) or person(s) entitled to the charge (if any) | |
| | 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 | State Securities plc | |
| Address | Burlington House, Botleigh Grange Office Campus | |
| | Grange Drive, Hedge End, Southampton ("State") | |
| Postcode | S O 3 0 2 A F | |
| 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 | <p>1 Under the terms of the Debenture</p> <p>1 1 The Company grants the mortgages, charges and other securities set out in this clause 1 to State (as agent and trustee for itself first and then each Associate) with full title guarantee and to the intent that the securities created by this Debenture shall rank as continuing securities for all the Secured Liabilities or otherwise arising under this Debenture (whether incurred to State or any Associate) Unless otherwise stated, the security created extends to all present and future assets of the type referred to and to all interests of the Company in such assets</p> <p>1 2 The Company separately charges by way of legal mortgage each of the following</p> <p>1 2 1 all of the freehold and leasehold property now vested in the Company including, but not limited to, the properties short particulars of which are set out in Schedule 1 (copied below),</p> <p>1 2 2 all buildings and fixtures (including trade fixtures, tenant's fixtures and fixed plant and equipment) on such Real Property,</p> <p>1 2 3 all presently held vendor's liens, mortgages, charges, options, agreements and rights, titles and other legal interests in or over land of whatever description held by the Company on the date of this Debenture, and</p> <p>1 2 4 all rents, licence fees, service charges or ground rents payable in respect of such Real Property</p> <p>1 3 The Company separately charges by way of fixed charge each of the following</p> <p>1 3 1 all estates or interest in any freehold and leasehold property of whatever kind (whether legal or equitable) not effectively mortgaged by clause 1 2 now or at any time during the continuance of the security created by this Debenture belonging to or mortgaged or charged to the Company or the proceeds of sale thereof,</p> <p>1 3 2 the benefit of all licences or agreements relating to any such Real Property to which the Company may be party or to which the Company may at any time be entitled,</p> <p>Please see first corresponding Continuation Page</p> | |

MG01

Particulars of a mortgage or charge

| | | |
|----------------------------------|---|--|
| 7 | Particulars as to commission, allowance or discount (if any) | |
| | <p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> | |
| Commission allowance or discount | NIL | |
| 8 | Delivery of instrument | |
| | <p>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 (section 860) 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 (section 866)</p> <p>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 (section 870) 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 section 867(2) applies (property situated in another part of UK)</p> | |
| 9 | Signature | |
| | Please sign the form here | |
| Signature | <p>Signature</p> <p>X  X</p> | |
| | This form must be signed by a person with an interest in the registration of the charge | |

MG01

Particulars of a mortgage or charge



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 **Jude Squires**

Company name **State Securities plc**

Address **Burlington House**

Botleigh Grange Office Campus,

Grange Drive, Hedge End

Post town **Southampton**

County/Region **Hampshire**

Postcode **S O 3 0 2 A F**

Country

DX

Telephone **01489 775648**



Certificate

We will send your certificate to the presenter's address if given above or to the Company'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 company 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 each 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 companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies 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 companies 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

MG01 - continuation page

Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|--|
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>First Continuation Page relating to "Short particulars of all the property charged"</p> <p>1 3 2 the benefit of all licences or agreements relating to any such Real Property to which the Company may be party or to which the Company may at any time be entitled,</p> <p>1 3 3 all buildings and fixtures (including trade fixtures, tenant's fixtures and fixed plant and equipment) owned by the Company from time to time in or on any such Real Property,</p> <p>1 3 4 all vendor's liens, mortgages, charges, options, agreements, titles and other interests in or over Real Property acquired by the Company at any time in the future,</p> <p>1 3 5 all rents, licence fees, service charges or ground rents payable in respect of such Real Property,</p> <p>1 3 6 all machinery and equipment used by the Company in the Business which is accounted for as fixed assets with an individual value in excess of £5,000 and which will not, ordinarily, be replaced within 12 months of its purchase or acquisition by the Company, together with the benefit of all warranties and contracts relating to the same, and</p> <p>1 3 7 all other plant, machinery, vehicles, computers and other equipment of the Company both present and future together with the full benefit of all warranties and contracts relating to the same (although excluding the Company's stock in trade or work in progress)</p> <p>1 4 The Company assigns absolutely to State all of its right, title and interest in the Chattel Assets and the full benefit of all warranties, guarantees and contracts relating to the same Upon State being satisfied that all of the Secured Liabilities have been irrevocably paid and discharged in full it will, at the cost and request of the Company, reassign the Chattel Assets to the Company</p> <p>1 5 The Company separately charges by way of fixed charge each of the following</p> <p>1 5 1 all the right, title and interest of the Company to and in all present and future policies of insurance and assurance (including for key-man cover) and the proceeds of all and any claim made or capable of being made at any time in the future under such policies,</p> <p>1 5 2 all present and future rights to rebate, repayment or reclaim of taxes or customs duties paid by the Company or any other person where the right is asserted or the claim made, the entitlement to a rebate arises or the rebate becomes payable either outside of the ordinary course of trading or after the Company has ceased to trade or after demand has been made by State for repayment of the obligations and liabilities secured by this Debenture,</p> <p>1 5 3 all claims to which the Company is entitled or may be or become entitled to damages or compensation relating to the Charged Property or the return to the Company of its assets or property (including if recovered by a liquidator or administrator of the Company under statutory powers),</p> <p>1 5 4 all rights to bank deposits, credit balances and bank or other accounts in each case not comprised in (or standing to the credit at any time of) the Principal Bank Accounts or any Collection Account,</p> <p>1 5 5 (without prejudice to the legal mortgage or fixed equitable charge created of the Real Property and all rights of State as mortgagee or fixed chargee to rents arising thereunder) all rent, licence fees or hire charges receivable in respect of leasing, hiring or sub-hiring of any of the Charged Property (by the Company (including any not consented to in advance by State and so carried out in breach of the terms of this Debenture)),</p> <p>1 5 6 all rights to any rebate of rentals or refund of purchase price in respect of assets hired or leased to the Company by State</p> <p>Please see second Continuation Page</p> |

MG01 - continuation page

Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>Second Continuation Page relating to "Short particulars of all the property charged"</p> <p>1 6 This clause 1 6 will apply if and for so long as State and the Company are party to a Debt Finance Agreement or any amount is due, owing or incurred to State under a Debt Finance Agreement The Company separately charges, by way of fixed charge</p> <p>1 6 1 all Non-Vesting Debts, 1 6 2 all Other Debts, 1 6 3 all Non-Vesting Related Rights, 1 6 4 the credit balance on the Collection Account and any other bank or other account controlled by State or which has been set up for the purpose of the operation of the Debt Finance Agreement</p> <p>1 7 The Company separately charges by way of fixed charge each of the following (which in this Debenture are called "the Securities")</p> <p>1 7 1 all the shares listed in Schedule 3 (if any), 1 7 2 all other stocks, shares, loan notes and/or securities legally and/or beneficially owned by the Company or any nominee from time to time, and 1 7 3 all dividends, rights, distributions, accretions and benefits relating to the shares stocks, loan notes and securities referred to in this clause 1 7 or paid or payable in respect of them (including by way of preference, bonus, redemption or otherwise) (the "Distribution Rights")</p> <p>1 8 The Company separately charges by way of fixed charge each of the following</p> <p>1 8 1 uncalled capital, goodwill (which shall include all brand names), licences, trademarks and service marks, patents, patent applications, designs, copyrights, confidential information, know-how, computer software and all other intellectual or intangible property or rights now and from time to time belonging to the Company, 1 8 2 all of the Company's rights and under all contracts entered into by the Company in the course of its business including all distributorship, all leasing, rental, credit hire, hire purchase or similar agreements and all letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it from time to time, 1 8 3 all amounts realised by an administrator or liquidator of the Company upon the enforcement or execution of any order of the Court under Part VI of the Insolvency Act 1986</p> <p>1 9 The Company assigns to State absolutely all the present and future right, title and interest of the Company in the Business and on repayment and discharge of all monies and liabilities (whether or not accrued due) secured by this Debenture State will at the request and expense of the Company re-assign to the Company the right, title and interest in the Business which at that time may be vested in State</p> <p>Please see third corresponding Continuation Page</p> | |

MG01 - continuation page

Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|--|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>Third Continuation Page relating to "Short particulars of all the property charged"</p> <p>1 10 The Company charges by way of floating charge its undertaking and all its other property, assets and rights not effectively mortgaged or charged by way of fixed charge by clauses 1 2 to 1 9 above of this Debenture whatsoever and wheresoever situate, present and future and including all heritable property located in Scotland and all Floating Charge Debts and all other monetary debts and claims not effectively charged by a fixed charge under this Debenture, the proceeds thereof and all rights relating to the same and all things in action which give rise to a Floating Charge Debt or such a book or monetary debt or claim, and all credit balances from time to time on the Principal Bank Accounts</p> <p>1 11 All the mortgages and charges created or agreed to be created by this Debenture are, or in the case of future property shall be, first ranking mortgages and charges, subject only to the Prior Security (if any)</p> <p>1 12 Each of the mortgages or fixed charges created by clauses 1 2 to 1 9 above are to be construed as separate and individual charges as if each asset referred to were charged by its own sub-clause such that if any individual asset is, as a matter of law, charged by only a floating charge this will not prejudice the fixed charge security over any other assets mentioned in the same clause or paragraph</p> <p>1 13 State may, in its absolute discretion, determine the priority of the respective claims of itself and each Associate to amounts realised under this Debenture and accordingly all obligations to marshal securities (or to appropriate realisations in any particular manner) are excluded All duties or liabilities arising from State acting under this Debenture as an agent or trustee for each Associate are also excluded</p> <p>1 14 The Debenture also contains a provision that the Company will not, without the Requisite Consent</p> <p>1 14 1 create or permit to arise or subsist any Security Interest in favour of anyone other than State on the whole or any part of the Charged Property other than the Prior Security (if any), or</p> <p>1 14 2 sell, assign, lease, lend or otherwise dispose of or part with possession of or surrender any interest in the Charged Property or attempt or agree to do so, except that the restrictions contained in this clause 1 14 2 shall not apply to such of the Charged Property as is charged pursuant to clause 1 10 only where the disposal is made in the ordinary course of trading as now carried on and for full value),</p> <p>1 14 3 in particular, sell, assign, lease, lend or otherwise dispose of the Chattel Assets or any of the assets specifically charged by way of a fixed charge by clause 1 3 6 of this Debenture If any of the Chattel Assets or such other assets shall be destroyed or lost then the Company agrees to replace the same and to execute such mortgage security over the replacement asset(s) as State may require</p> <p>Please see fourth corresponding Continuation page</p> | |

MG01 - continuation page

Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|--|
| Short particulars | <p data-bbox="347 365 1019 394">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="341 432 1249 461">Fourth Continuation Page relating to "Short particulars of all the property charged"</p> <p data-bbox="341 499 501 524">DEFINITIONS</p> <p data-bbox="341 566 1430 658">"Associate" means any present or future holding company, subsidiary (or subsidiary of any such holding company) of State, from time to time (but only for so long as the Associate remains such a holding company, subsidiary or subsidiary of such a holding company of State),</p> <p data-bbox="341 701 1445 759">"Bank" means the Company's principal clearing banker as identified in Schedule 5 and as replaced from time to time by such other clearing bank as the Company may notify to State from time to time,</p> <p data-bbox="341 801 1453 958">"Business" means the goodwill and connection of, and rights that the Company has in its business carried on by or for the account of the Company upon any part of the Real Property or elsewhere which expression shall include all business(es) at any time during the continuance of this security so carried on and the benefit of all licences and registrations (if any) held in connection with it/them and all ancillary or connected rights,</p> <p data-bbox="341 1001 1422 1059">"Charged Property" means all the undertaking, property, assets and rights mortgaged, or charged under this Debenture and shall include any part of or interest in them,</p> <p data-bbox="341 1102 1422 1160">"Chattel Assets" means (without prejudice to the fixed charges created by clause 1 3) each of the assets itemised in Schedule 2,</p> <p data-bbox="341 1202 1442 1294">"Collection Account" has the same meaning as given in any Debt Finance Agreement or, if no such term is used in the Debt Finance Agreement, it means the account into which the Company is required by the Debt Finance Agreement to pay all amounts received on collecting in its Debts,</p> <p data-bbox="341 1337 1422 1395">"Debt Finance Agreement" means any factoring, debt purchase or invoice discounting agreement (however entitled) entered into between State and the Company from time to time,</p> <p data-bbox="341 1438 1458 1496">"Debts" means all present or future book or other debts or monetary claims due, owing or incurred to the Company of any kind,</p> <p data-bbox="341 1538 1442 1792">"Expenses" means all expenses (including legal fees) from time to time paid or incurred by State or any Associate, any Receiver or their respective agents and employees at any time in connection with the Charged Property, the recovery of amounts owing to State or any Associate or in taking, perfecting, defending, preserving or enforcing this Debenture and all security and rights created by this Debenture and in obtaining advice on any matter relating to this Debenture or the Charged Property (including all costs and expenses payable to State or any Receiver under this Debenture) or in exercising any right or power arising under or because of this Debenture or otherwise, in each case on a full indemnity basis,</p> <p data-bbox="341 1834 1437 1960">"Finance Agreement" means any Debt Finance Agreement and each and any loan, hire purchase, conditional sale, stocking, leasing, or other agreement or arrangement for the provision of financial accommodation or the sale or hire of goods by State to the Company or a person whose liabilities are guaranteed or secured by the Company,</p> <p data-bbox="341 2002 895 2031">Please see fifth corresponding Continuation Page</p> |

MG01 - continuation page

Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>Fifth Continuation Page in relation to "Short particulars of all the property charged"</p> <p>"Fixed Charge Debts" means all of the assets and rights charged by clauses 1 5 and 1 6 above and includes each and every book debt and other monetary debt or claim (whether actual or contingent) separately referred to in such clauses,</p> <p>"Floating Charge Debts" means all book and other debts and monetary claims now or at any time in the future due, owing or incurred to the Company apart from the Fixed Charge Debts (if any),</p> <p>"Holding company" has the meaning given by section 1159 Companies Act 2006,</p> <p>"Non-Vesting Debts" means any Debt purchased or purported to be purchased by State of which ownership fails to vest in State absolutely and effectively for whatever reason together with all proceeds or amounts received in respect thereof,</p> <p>"Non-Vesting Related Rights" means all "Related Rights" as defined in the Debt Finance Agreement and if no such term is used it refers to all rights assigned to State by the Debt Finance Agreement in addition to Debts,</p> <p>"Other Debts" means any other Debts now or at any time in the future which are due, owing or incurred to the Company and which are not Non-Vesting Debts (which therefore will not have been purchased by State or purported to be so purchased),</p> <p>"Person" means any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having a separate legal personality),</p> <p>"Principal Bank Accounts" means all of the Company's bank accounts from time to time maintained with or at any branch of the Bank and which are not the Collection Account or designated as accounts opened for the benefit of State or to receive monies payable to State or mortgaged or charged by way of fixed charge (whether originally or following crystallisation of any floating charge) in favour of State and which are not opened after demand has been made for payment of amounts secured by this Debenture,</p> <p>"Prior Security" means the security described in Schedule 4 if any,</p> <p>"Real Property" means all freehold and leasehold property or interest of the Company in any of the same mortgaged or charged under this Debenture and includes any part of it,</p> <p>"Receiver" means a receiver, receiver and manager appointed under this Debenture and includes joint receivers,</p> <p>Requisite Consent means the previous consent in writing of State (and then only to the extent that such consent permits and in accordance with any conditions attached to such consent),</p> <p>"Securities" has the meaning given to such expression in clause 1 7,</p> <p>Please see sixth corresponding Continuation Page</p> | |

MG01 - continuation page

Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
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| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>Sixth Continuation Page in relation to "Short particulars of all the property charged"</p> <p>"Security Interest" means any mortgage, assignment, lien, charge, hypothecation, pledge, conditional sale, or other title retention agreement, trust arrangement or any other agreement or arrangement the economic or commercial effect of which is similar to the creation of security or any other security interest whatsoever but shall not include any of the same arising solely by operation of law, or a title retention agreement or arrangement securing amounts not more than 60 days overdue entered into in the ordinary course of day to day trading, and</p> <p>"Subsidiary" means has the meaning given by section 1159 Companies Act 2006</p> <p style="text-align: center;">SCHEDULE 1</p> <p>Legally Mortgaged Property (referred to in clause 1 2)</p> <p>Registered Titles</p> <p>The premises registered at H M Land Registry with Title Number</p> <p>Unregistered Titles</p> <p style="text-align: center;">SCHEDULE 2</p> <p>Chattel Assets (referred to in clause 1 4)</p> <p style="text-align: center;">SCHEDULE 3</p> <p>Shares charged by a fixed charge (referred to in clause 1 6 1)</p> <p style="text-align: center;">SCHEDULE 4</p> <p>The Prior Security (referred to in clause 1 10 and 6 2 1 of the Debenture)</p> <p style="text-align: center;">SCHEDULE 5</p> <p>The Bank</p> <p>Royal Bank of Scotland</p> | |



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7996940
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF DEBENTURE DATED 21
DECEMBER 2012 AND CREATED BY SQUARE MILE
EMPLOYMENT SERVICES LTD FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO STATE
SECURITIES LIMITED OR ANY ASSOCIATE 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 ON THE 3 JANUARY 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JANUARY 2013

P. S.



Companies House



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