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legibly, preferably
in black type, or
bold block lettering

* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A/C: 00400132

Pursuant to section 395 of the Companies Act 1985

ACCOUNT

22 NOV 2002

RECEIVED

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

Name of company

2

4533397

* Recruitment Solutions (Folkestone) Ltd

Date of creation of the charge

20th November 2002

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

FIXED AND FLOATING CHARGE

Amount secured by the mortgage or charge

All monetary and other liabilities and obligations now or at any time owed or incurred by the Company to or in favour of the Security Holder, present or future, actual or contingent, liquidated or unliquidated, whether arising in or by contract, tort, restitution, assignment or breach of statutory duty and whether arising under the Factoring Agreement (details of which are contained in Section 2 of the Schedule to the Charge) made between the Company and the Security Holder for the purchase of debts and their Related Rights and any agreement made in variation of, supplemental to, or substitution for such agreement ("the Agreement") or otherwise.

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

IGF Invoice Finance Limited

Kings Hill Avenue, Kings Hill, West Malling, Kent

Postcode

ME19 4AA

Presenter's name, address, telephone
number and reference (if any):

IGF Invoice Finance Ltd
Kings Hill Avenue
Kings Hill
West Malling
Kent ME19 4AA
Tel: 01732 849 800

Time critical reference

For official Use
Mortgage Section



A12
COMPANIES HOUSE

0342
22/11/02

Short particulars of all the property mortgaged or charged

Please do not
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this margin

By way of fixed equitable charge (i) any Debt (as defined in the Agreement together with its Related Rights) purchased or purported to be purchased by the Security Holder pursuant to the Agreement, which fails to vest absolutely and effectively in the Security Holder for any reason ("Purchased Debt") and (ii) all indebtedness now or at any time afterwards owing or becoming due to the Company on any account or in any way whatsoever (together with the Related Rights pertaining thereto) other than the Purchased Debts ("Other Debts") and; by way of floating charge such of the moneys which the Company may receive in respect of the Other Debts as shall for the time being stand released (pursuant to clause 8 of the charge) from the fixed charge above.

Please complete
legibly, preferably
in black type, or
bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed

M Batt

Date 21/11/02

On behalf of [company] [mortgagee/chargee]#

delete as
appropriate

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 No. 398 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 company 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 prescribed continuation sheet.
- 5 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 04533397

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 20th NOVEMBER 2002 AND CREATED BY RECRUITMENT SOLUTIONS (FOLKESTONE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO IGF INVOICE FINANCE LIMITED 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 ON THE 22nd NOVEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th NOVEMBER 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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