

M

CHFP041

Please do not
write in
this margin

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

* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

A fee of £10 is payable to Companies House in respect of
each register entry for a mortgage or charge.

ACCOUNT
17 APR 2000
RECEIVED

395

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number

Name of company

02654100

* Capitol Security Services Limited (the "Company")

Date of creation of the charge

30 March, 2000

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

A Deed of Charge and Memorandum of Deposit (the "Charge and Memorandum") dated 30 March, 2000 between the Depositors (as defined below) and The Bank of Nova Scotia as agent and security trustee (the "Security Trustee") for the Lenders (as defined below under the Credit Agreement).

Amount secured by the mortgage or charge

All obligations of the Depositors under or in respect of the Credit Agreement, the Guarantees and all other Loan Documents to which they are a party and all liabilities of each Depositor under the Charge and Memorandum (in each case, whether in respect of principal, interest, fees, taxes, costs, expenses or indemnities and whether present or future or actual or contingent), provided however, that no obligation or liability shall be included in the definition of "Obligations" if its inclusion in the Charge and Memorandum (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985 or Section 60 of the Companies Act 1963 (as amended) of the Republic of Ireland (the "Obligations").

Definitions

In this Form 395

"Affiliate" of any Person means any other Person which, directly or indirectly, controls, is controlled by or is under common control with such Person (excluding any trustee under, or any committee with responsibility for administering,

cont'd.../page 3.

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

The Bank of Nova Scotia of Scotia House, 33 Finsbury Square, London

Postcode EC2A 1BB

Presentor's name, address and
reference (if any):

Mayer, Brown & Platt
Bucklersbury House
3 Queen Victoria Street
London
EC4N 8EL
96339213.OO/CGY/CBM

Time critical reference

For official use
Mortgage section

Post room



Short particulars of all the property mortgaged or charged

Pursuant to Section 2.1 of the Charge and Memorandum, the Company by way of continuing security for the payment and satisfaction when due of the Obligations charged by way of first fixed equitable charge and assigned by way of security, to the Security Trustee, for its benefit and the ratable benefit of each of the Secured Parties, all of its right, title and interest in and to the following property (the "Collateral"):

- (a) all of the shares described in the Schedule to this Form 395;
- (b) all other Charged Shares issued from time to time;
- (c) all other Charged Property, whether on 30 March, 2000 or thereafter delivered to the Security Trustee in connection with the Charge and Memorandum;
- (d) all Dividends, Distributions, interest, and other payments and rights with respect to any Charged Property; and
- (e) all proceeds of any of the foregoing;

provided, however, that to the extent each Charged Share Issuer issues a Dividend and/or makes a Distribution in accordance with the terms of the Charge and Memorandum or the Credit Agreement, such Dividend and/or Distribution shall not be considered as Collateral.

Cont'd .../page 6.

Please do not
write in
this margin

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Particulars as to commission allowance or discount (note 3)

Signed

Mayer Brown & Platt

Date

13/4/2000

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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ.

any pension plan or welfare plan, each as further defined in the Credit Agreement and in the Employee Retirement Income Security Act of 1974, as amended). A Person shall be deemed to be "controlled by" any other Person if such other Person has, directly or indirectly,

- (a) power to vote 10% or more of the securities (on a fully diluted basis) or other interests having ordinary voting power for the election of directors or managing general partners;
- (b) power to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; or
- (c) beneficial ownership of 10% or more of any class of the voting Capital Securities of such Person or 10% or more of all outstanding Capital Securities in such Person;

provided that neither the Security Trustee nor any Lender shall be deemed to be an Affiliate of any Group Company solely as a result of any rights and powers conferred to such Persons under any Loan Document.

"Agent" means the Security Trustee and includes each other Person as shall have subsequently been appointed as the successor Agent pursuant to Section 10.3 of the Credit Agreement.

"Bermuda Parent" means Carlisle Holdings (Bermuda) Limited, a Bermuda company.

"Capital Securities" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) of such Person's capital, whether outstanding on March 30, 2000 or issued after the Effective Date.

"Capitalized Lease Liabilities" means, with respect to any Person, all monetary obligations of such Person and its Subsidiaries under any leasing or similar arrangement which, in accordance with GAAP, would be classified as capitalized leases, and, for purposes of the Credit Agreement and each other Loan Document, the amount of such obligations shall be the capitalized amount thereof, determined in accordance with GAAP, and the stated maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be terminated by the lessee without payment of a penalty.

"Charged Property" means all Charged Shares, and all other charged shares, all other securities, all assignments of any amounts due or to become due in connection therewith and all other instruments which were delivered on 30 March 2000 by each Depositor to the Security Trustee or may from time to time thereafter be delivered by each Depositor to the Security Trustee for the purpose of granting security under the Charge and Memorandum or any other Loan Document, and all proceeds of any of the foregoing.

"Charged Share Issuer" means each issuer of any of the shares or other securities representing all or any of the Collateral.

"Charged Shares" means all shares of each Charged Share Issuer which are delivered by the Depositors to the Security Trustee as Charged Property under the Charge and Memorandum.

"Contingent Liability" means any agreement, undertaking or arrangement by which any Person guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the indebtedness, obligation or any other liability of any other Person (other than by endorsements of instruments in the course of collection and other than obligations in respect of performance bonds), or guarantees the payment of dividends or other distributions upon the shares of any other Person. The amount of any Person's obligation under any Contingent Liability shall (subject to any limitation set forth therein) be deemed to be the outstanding principal amount (or maximum principal amount, if larger) of the debt, obligation or other liability guaranteed thereby.

"Credit Agreement" means the Credit Agreement, dated 30 March 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time) among Carlisle Finance S.A. (the **"Borrower"**), the various financial institutions as are, or may from time to time become parties thereto (the **"Lenders"** and individually each a **"Lender"**) and The Bank of Nova Scotia as agent and security trustee.

"Depositors" means the Company, Abacus Recruitment (Holdings) Limited, Abacus Recruitment plc, Bearwood Holdings Limited, Blackwood Limited, BMS Limited, Capitol Group plc, Carlisle Group plc, Carlisle Holdings Limited, Carlisle Nominees Limited, Carlisle Staffing Services Limited, Guard Group Limited, Li Group Limited, Li Holdings Limited, Rapid Reef Holdings Limited, Tate Services (BVI) Limited and Tracedance Limited.

"Distributions" means all stock dividends, liquidating dividends, shares of stock resulting from (or in connection with the exercise of) stock splits, reclassifications, warrants, options, non-cash dividends, mergers, consolidations, and all other distributions (whether similar or dissimilar to the foregoing) on or with respect to any Charged Shares or other shares constituting Collateral, but shall not include Dividends.

"Dividends" means cash dividends and cash distributions with respect to any Charged Shares or other Charged Property made in the ordinary course of business and not a liquidating dividend.

"Effective Date" means the date the Credit Agreement becomes effective pursuant to Section 11.8 of the Credit Agreement.

"Fee Letter" means the confidential fee letter, dated February 10, 2000, from Scotiabank and Scotiabank Europe PLC, addressed to, and agreed and accepted by, the Borrower.

"Foreign Guaranty" means the Guaranty dated 30 March 2000 (as amended or otherwise modified from time to time), executed by certain Depositors (as defined therein) in favour of the Lender Parties (as defined therein).

"GAAP" means generally accepted accounting principles in the United States (or, in the context of the U.K. Guarantors, the United Kingdom) as existing and in effect on March 31, 1999.

"Group Companies" means the Group Parent, Carlisle Services Limited and its material Subsidiaries and the Bermuda Parent and its material Subsidiaries.

"Group Parent" means Carlisle Holdings Limited, a Belize company.

"Guarantee" means the UK Guaranty and the Foreign Guaranty.

"Hedging Obligations" means, with respect to any Person, all liabilities of such Person under Rate Protection Agreements.

"Indebtedness" of any Person means, without duplication:

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds (excluding Surety Bonds), debentures, notes or other similar instruments;
- (b) all obligations, contingent or otherwise, relative to the face amount of all letters of credit, whether or not drawn, and banker's acceptances issued for the account of such Person;
- (c) all obligations of such Person as lessee under leases which have been or should be, in accordance with GAAP, recorded as Capitalized Lease Liabilities;
- (d) all other items which, in accordance with GAAP, would be included as liabilities on the liability side of the balance sheet of such Person as of the date at which Indebtedness is to be determined;
- (e) net liabilities of such Person under all Hedging Obligations;
- (f) whether or not so included as liabilities in accordance with GAAP, all obligations of such Person to pay the deferred purchase price of property or services, and indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse; and
- (g) all Contingent Liabilities of such Person in respect of any of the foregoing.

For all purposes of the Credit Agreement, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture in which such Person is a general partner or a joint venturer (unless the holder of such Indebtedness has expressly agreed that it has no recourse to such Person or any property or assets of such Person).

"Issuer" means Scotiabank in its capacity as issuer of the Letters of Credit. At the request of Scotiabank, another Lender or an Affiliate of Scotiabank may issue one or more Letters of Credit under the Credit Agreement, in which case the term "Issuer" as used herein shall refer to each of Scotiabank, any such Lender and any such Affiliate of Scotiabank.

"Letter of Credit" means a letter of credit issued by the Issuer pursuant to the Credit Agreement.

"Lien" means any security interest, mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or otherwise), charge against or interest in property to secure payment of a debt or performance of an obligation or other priority or preferential arrangement of any kind or nature whatsoever.

"Loan Document" means the Credit Agreement, the Notes, the Letters of Credit, the Fee Letter, the Non-U.S. Security Agreements, the Non-U.S. Pledge Agreements, the U.S. Note Documents, each Rate Protection Agreement with a Lender or an Affiliate of a Lender or a Person that was a Lender or an Affiliate of a Lender at the time the applicable Rate Protection Agreement was entered into, each Transfer Certificate, and each other agreement, instrument or document executed and delivered pursuant to or in connection with the Credit Agreement and the other Loan Documents.

"Minority Investment" means any Person for which each of the following conditions are met:

- (a) such Person qualifies as a minority set-aside entity (a "Minority Set-Aside Company") under applicable law, enabling it to receive preferential treatment with respect to the granting of service contracts by governmental and certain other entities;
- (b) the U.S. Parent or one of its Subsidiaries holds less than 100% of the outstanding equity interests of such Person;

(c) where greater than 50% of the outstanding equity interests of such Person are held by the U.S. Parent or any of its Subsidiaries, such Person is unable to become a U.S. Company under the Credit Agreement without forfeiting its status as a Minority Set-Aside Company; and

(d) the U.S. Parent or one of its Subsidiaries controls the management and policies of such Person.

"Non-U.S. Pledge Agreements" means the pledge agreements executed and delivered pursuant to the Credit Agreement, as further described therein.

"Non-U.S. Security Agreements" means the security agreements executed and delivered from time to time pursuant to the Credit Agreement, as further described therein.

"Note" means any promissory note of the Borrower payable to any lender under the Credit Agreement (as such promissory note may be amended, endorsed or otherwise modified from time to time), evidencing the aggregate Indebtedness of the Borrower to such lender resulting from outstanding loans advanced under the Credit Agreement, and also means all other promissory notes accepted from time to time in substitution therefor or renewal thereof.

"Person" means any natural person, corporation, partnership, firm, association, trust, government, governmental agency or any other entity, whether acting in an individual, fiduciary or other capacity.

"Rate Protection Agreement" means any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, currency swap or exchange agreement or any similar arrangement designed to protect a Person against fluctuations in interest rates or currency fluctuations and entered into, from time to time, by any Securing Group Company (as defined in the Credit Agreement).

"Scotiabank" means The Bank of Nova Scotia.

"Secured Parties" means, collectively, the Lenders, the Issuers, the Agent, each counterparty to a Rate Protection Agreement that is (or at the time such Rate Protection Agreement was entered into) a Lender or an Affiliate thereof and (in each case), each of their respective successors, transferees and assigns.

"Subsidiary" means, with respect to any Person, any corporation of which more than 50% of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency) is at the time directly or indirectly owned by such Person, by such Person and one or more other Subsidiaries of such Person, or by one or more other Subsidiaries of such Person; provided, however, that, with respect to the U.S. Parent, the term "Subsidiary" shall not include any Minority Investment.

"Surety Bond" means surety bonds entered into in the ordinary course of business not supporting financial debt.

"Transfer Certificate" means a certificate substantially in the form set out in Exhibit E-6 to the Credit Agreement, duly executed by the relevant Lender and Transferee, whereby:

- (a) such Lender seeks to transfer to such Transferee all or a portion of such Lender's rights and obligations under the Credit Agreement upon and subject to the terms and conditions set out in Section 10.11.1 of the Credit Agreement; and
- (b) such Transferee agrees to assume such rights and obligations of such Lender as contemplated in Section 10.1.1 of the Credit Agreement.

"Transferee" means the Person to whom a Lender assigns or delegates its rights as defined in Section 10.11.1 of the Credit Agreement.

"UK Guaranty" means the Guaranty dated 30 March 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time) executed by certain Chargors (as defined therein) in favour of the Lender Parties (as defined therein).

"UK Guarantor" means the UK Parent, each material Subsidiary of the UK Parent on the Effective Date (other than Irish Recruitment Consultants Limited), each Subsidiary of Blackwood Limited on the Effective Date, Glenturkan and any Subsidiary of any of the foregoing that becomes a party to the UK Guaranty after the Effective Date.

"UK Parent" means Carlisle Group plc.

"U.S. Companies" means the U.S. Parent, its material Subsidiaries and Carlisle Management Services, Inc.

"U.S. Note Documents" means the documents executed and delivered from time to time pursuant to the Credit Agreement as further defined therein.

"U.S. Parent" means OneSource Holdings, Inc, a Delaware corporation.

"United Kingdom" or **"U.K."** means the United Kingdom of Great Britain and Northern Ireland.

"United States" or **"U.S."** means the United States of America, its fifty states and the District of Columbia.

Pursuant to Section 4.1 of the Charge and Memorandum, the Company will not sell, assign, transfer, pledge, or encumber in any other manner the Collateral (except in favour of the Security Trustee). The Company will warrant and defend the right and title granted in the Charge and Memorandum unto the Security Trustee in and to the Collateral (and all right, title, and interest represented by the Collateral) against the claims and demands of all Persons whomsoever. The Company agrees that at any time, and from time to time, at the expense of the Company, the Company will promptly execute and deliver all further instruments, and take all further action, that may be necessary or desirable, or that the Security Trustee may reasonably request, in order to perfect and protect any security interest granted or purported to be granted by the Charge and Memorandum or to enable the Security Trustee to exercise and enforce its rights and remedies under the Charge and Memorandum with respect to any Collateral.

Pursuant to Section 4.3 of the Charge and Memorandum, the Company will, at all times, keep charged and assigned to the Security Trustee all Charged Shares and all other shares constituting Collateral, all Dividends and Distributions with respect thereto and all other Collateral and other securities, instruments, proceeds, and rights from time to time received by or distributable to the Company in respect of any Collateral and will not permit the Charged Share Issuers to issue any shares which shall not be duly charged under the Charge and Memorandum on a first priority perfected basis.

Further Assurance

Pursuant to Section 6.2 of the Charge and Memorandum, if the Security Trustee shall determine to exercise its right to sell all or any of the Collateral pursuant to Section 6.1 of the Charge and Memorandum, the Company agrees that, upon request of the Security Trustee, the Company will at its own expense execute and deliver all such instruments and documents and make such endorsements, and do or cause to be done all such other acts and things as may be necessary or, in the reasonable opinion of the Security Trustee, advisable to make such sale of the Collateral or any part thereof valid and binding and in compliance with applicable law.

SCHEDULE

ISSUER	CERT #	NO OF SHARES	%	TOTAL OUTSTANDING
Retail Protection Services Limited	10	20,000 (Ordinary Shares)	100	
Bourne Security Limited	3	2 (Ordinary Shares)	100	
Guard Group Limited	6	200 (Ordinary Shares)	100	
Akita Security Limited	8	10,000 (Ordinary Shares)	100	

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02654100

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE AND MEMORANDUM OF DEPOSIT BETWEEN THE DEPOSITORS (AS DEFINED) AND THE BANK OF NOVA SCOTIA AS AGENT AND SECURITY TRUSTEE (THE SECURITY TRUSTEE) FOR THE LENDERS (AS DEFINED) DATED THE 30th MARCH 2000 AND CREATED BY CAPITOL SECURITY SERVICES LIMITED FOR SECURING ALL OBLIGATIONS OF THE DEPOSITORS TO THE SECURITY TRUSTEE UNDER OR IN RESPECT OF THE CREDIT AGREEMENT, THE GUARANTEES AND ALL OTHER LOAN DOCUMENTS TO WHICH THEY ARE A PARTY AND ALL LIABILITIES OF EACH DEPOSITOR UNDER THE CHARGE AND MEMORANDUM WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th APRIL 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th APRIL 2000.

P. Pan



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

HC026