



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.



395

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

For official use Company number

02873036

Name of company

* Recruit plc (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 Floating Charge dated 30 March, 2000 (the "Deed") between the Chargors (defined below) and The Bank of Nova Scotia as agent and security trustee (the "Security Trustee") for the Secured Parties (defined below), Tracedance Limited and Capital Group Limited as security trustee for the Secured Parties.

Amount secured by the mortgage or charge

All liabilities of the Chargors under or in respect of the Credit Agreement, Guarantees and all other Loan Documents to which they are a party and all liabilities of each Chargor under the Deed (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 "Secured Liabilities" if its inclusion in the Deed (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 "Secured Liabilities").

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

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

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

Time critical reference

For official use

Mortgage section

Post room



Short particulars of all the property mortgaged or charged

Pursuant to Clause 3.1 of the Deed, the Company with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charged in favour of the Security Trustee for the rateable benefit of the Secured Parties by way of floating charge all the undertaking and all the assets, rights, income and goodwill of the Company both present and future.

Pursuant to Clause 6.2 of the Deed, the Company covenants with the Secured Parties, save with the prior written consent of the Security Trustee:

- (a) not to do or suffer to be done any act, matter or thing in relation to the Security Assets which might adversely affect the value of the Security Assets or whereby any statutory instrument, consent, licence, obligation or regulation shall or may be infringed;
- (b) not to enter into onerous or restrictive obligations affecting the Security Assets or any part thereof or create or permit to arise any overriding interest or any easement or right whatsoever in or over them; and
- (c) not make any material alteration in the nature of its business or that of its Subsidiaries which would constitute a change from that carried on at the date of the Deed.

cont'd.../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 April 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.

"Chargors" means the Company, Abacus Recruitment (Holdings) Limited, Abacus Recruitment plc, Abacus Recruitment Services Limited, Agency Cover Limited, Akita Security Limited, Barker Personnel Services Limited, Bearwood Corporate Services Limited, Bearwood Holdings Limited, Blackwood Limited, BMS Limited, Bourne Security Limited, Capitol Security Services Limited, Carlisle Acquisition Finance Limited, Carlisle Group plc, Carlisle Nominees Limited, Carlisle Security Limited, Carlisle Staffing Services Limited, Coastline Cleaning Company Limited, Delta Personnel Limited, First Call Educational Services Limited, Guard Group Limited, Guard Services Limited, Indigo Selection Limited, Kenard Investments Limited, Li Group Limited, Li Holdings Limited, Pilkington Contract Cleaning Company Limited, Rapid Reef Holdings Limited, Retail Protection Services Limited, Ryedale Associates Limited, Spark Recruitment Limited, Specialised Investigation Services Limited, Tate Appointments Limited, Tate Services (BVI) Limited and Tertian Holdings Limited.

"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.

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

"Event of Default" is defined in Section 8.1 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).

"Receiver" means any receiver or receiver and manager or administrative receiver appointed by the Security Trustee over all or any of the Security Assets pursuant to the Deed whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time.

"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.

"Security Assets" means all the undertaking and the assets, rights and property of each Chargor which are the subject of any security created or purported to be created by the Deed and includes any part of or any interest in them but excludes any assets subject to any security interests created pursuant to the Share Charge.

"Share Charge" means the Deed of Charge and Memorandum of Deposit dated March 30, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time) among the Bank of Nova Scotia as Agent and Security Trustee and the companies party thereto from time to time.

"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 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.

provided however, that compliance with any of (a) to (c) above is only necessary to the extent that failure to comply with any such obligation would have a material adverse effect upon the Company's ability to perform its obligations under any Loan Document.

Further Assurances

Pursuant to Clause 19.1 of the Deed, the Company agrees that, upon the occurrence of an Event of Default that continues to subsist, upon demand by the Security Trustee from time to time it shall execute and deliver a formal assignment of all or any part of the Security Assets not in existence on 30 March, 2000 and of any sums payable thereunder or under any leases on 30 March, 2000 or thereafter to come into existence and that pending any such assignment such Chargor shall hold the same upon trust for the Security Trustee and subject to the provisions of the Deed.

Pursuant to Clause 19.2 of the Deed, without prejudice to anything else contained in the Deed, upon the occurrence of an Event of Default that continues to subsist, such Chargor shall at any time at the request of the Security Trustee but at the cost of such Chargor promptly sign, seal, execute, deliver and do all deeds, instruments, notices, documents, acts and things in such form as the Security Trustee may from time to time require for perfecting or protecting the security over the Security Assets or any part of them or for facilitating their realisation and the exercise of all powers, authorities and discretions vested in the Security Trustee or any Receiver.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02873036

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF FLOATING CHARGE BETWEEN THE CHARGORS (AS DEFINED) AND THE BANK OF NOVA SCOTIA AS AGENT AND SECURITY TRUSTEE (THE SECURITY TRUSTEE) FOR THE SECURED PARTIES (AS DEFINED), TRACEDANCE LIMITED AND CAPITAL GROUP LIMITED AS SECURITY TRUSTEE FOR THE SECURED PARTIES DATED THE 30th MARCH 2000 AND CREATED BY RECRUIT PLC FOR SECURING ALL LIABILITIES DUE OR TO BECOME DUE FROM THE CHARGORS TO THE SECURITY TRUSTEE UNDER OR IN RESPECT OF THE CREDIT AGREEMENT, GUARANTEES AND ALL OTHER LOAN DOCUMENTS TO WHICH THEY ARE A PARTY AND ALL LIABILITIES OF EACH CHARGOR UNDER THE DEED 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.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



COMPANIES HOUSE

P. Law