

G

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155 (6)b

Please do not
write in this
margin

Pursuant to section 155(6) of the Companies Act 1985

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

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

For official use

Company number

2736661

Note
Please read the
notes on page 3
before completing
this form.

Name of company

* CASH CENTRES LIMITED

* insert full name
of company

4/We d

Edward Ford of Flat 44, Waterloo Warehouse, Waterloo Dock, Liverpool, L3 0BG

o insert name(s)
and address(es)
of all the
directors

Renold Tang of Treetops, The Close, Sway, Lymington, Hants, SO41 6ED;

Donald Gayhardt of 511 Lynmere Road, Bryn Mawr, Pennsylvania 19010, USA;

Richard Dorfman of 9 Pleasant Court, Medford, New Jersey, 080555, USA;

Cameron Hetherington of 5A Cavendish Crescent North, The Park, Nottingham, NG7 1AY

delete as appropriate

[The sole director] [all the directors] [†] of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§delete whichever
is inappropriate

The business of this company is:

- (a) that of a [recognised bank / licensed institution] [†] within the meaning of the Banking Act 1979 §
(b) that a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom §
(c) something other than the above §

This company is ~~(not)~~ [a] holding company of * County Registers Limited (company
number 3500718)

number 3500718) _____ which is
proposing to give financial assistance in connection with the acquisition of shares in [this company]

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX the holding company of this company.[†]

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

Titmuss Sainer Dechert
2 Serjeants' Inn
London EC4Y 1LT
Ref: C457/061700
Doc ref: 1582582

For official Use
General Section

| Post room



A37
COMPANIES HOUSE

0644
18/12/99

The assistance is for the purpose of [that acquisition] [~~reducing or discharging a liability incurred for the~~
~~purpose of the acquisition~~][†] (note 1)

Please do not
write in this
margin

The number and class of the shares acquired or to be acquired Rider A
is:

*Please complete
legibly, preferably
in black type, or
bold block letterin*

The assistance is to be given to: (note 2) Dollar Financial UK Limited, c/o Ernst & Young,
Rolls House, 7 Rolls Building, Fetter Lane, London EC4A 1NH and Dollar Financial
Group Inc., of 1436 Lancaster Avenue, Berwyn PA 19312 USA

The assistance will take the form of:

See Rider B

The person who [has acquired] [~~will acquire~~][†] the shares is:

Dollar Financial UK Limited, c/o Ernst & Young, Rolls House, 7 Rolls Buildings, Fetter
Lane, London EC4A 1NH

[†] delete as
appropriate

The principal terms on which the assistance will be given are:

See Rider C

The amount (if any) by which the net assets of the company which is giving the assistance will be
reduced by giving it is See Rider D

The amount of cash to be transferred to the person assisted is £ See Rider D

The value of any asset to be transferred to the person assisted is £ See Rider D

Please do not
write in this
margin

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

* delete either (a)
or (b) as
appropriate

The date on which the assistance is to be given is 15 December 1999

X/We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) X/We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date] * (note 3)

(b) ~~It is intended to commence the winding up of the company within 12 months of that date and X/We have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up. (note 3) xxx~~

And X/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 2 Serjeants Inn,
London

Declarants to sign below

Day Month Year
on 15 12 1999

before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ
DX: 33050
Cardiff

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB
DX: 235
Edinburgh

FORM 155(6)b - Subsidiaries

DECLARATION IN RELATION TO ASSISTANCE FOR THE ACQUISITION OF SHARES.

Rider A

80,220 Ordinary Shares of £1 each; 109,894 'A' Ordinary Shares of £1 each; 109,894 'A' Redeemable Shares of £0.01 each; 219,170 'B' Ordinary Shares of £0.01 each; 29,056 'C' Ordinary Shares of £1 each; and 29,056 'C' Redeemable Shares of £0.01 each.

The assistance will take the form of:

Rider B

1. On 18 December 1998 Wells Fargo Bank NA ("**Bank**") and Dollar Financial Group, Inc., ("**Dollar**") amongst others, entered into a credit agreement ("**Credit Agreement**") whereby the lenders, (as defined in that agreement) made available to the Borrower a revolving credit facility of \$70,000,000 ("**the Credit Facility**").
2. On 18 December 1998 G S Mezzanine Partners L.P. ("**GSM**") and Dollar amongst others entered into a purchase agreement ("**Purchase Agreement**") providing for the issuance and sale by Dollar to the purchasers (as defined in the Purchase Agreement) of an aggregate principal amount of up to \$20,000,000 of 10⁷/₈% senior subordinated notes due 2006 ("**Notes**").
3. On 15 November 1996, Fleet National Bank (now State Street Bank and Trust Company) ("**Street**") and Dollar amongst others entered into an indenture ("**Indenture**") providing for the issuance of an aggregate principal amount of \$110,000,000 of 10⁷/₈% senior notes due 2006 ("**Street Notes**").
4. On December 1999 Dollar used part of the Credit Facility, the Notes and the Street Notes to assist its wholly owned subsidiary, Dollar Financial UK Limited to acquire the entire issued share capital of County Registers Limited's ("**the Company**") ultimate holding company Cash Centres Corporation Limited ("**the Shares**").
5. The Company is required pursuant to the Credit Agreement to enter into a credit guarantee ("**Guarantee**"); a pledge and security agreement (incorporating nine supplemental security documents and irrevocable powers of attorney) ("**Pledge Agreements**") and a subordination agreement ("**Subordination Agreement**") to secure all present and future liabilities of Dollar pursuant to the Credit Facility.
6. The Company is required pursuant to the Purchase Agreement to enter into a supplemental agreement ("**Supplemental Agreement**") and a subsidiary guarantee ("**GSM Subsidiary Guarantee**") to unconditionally guarantee all of Dollar's obligations under the Notes.

7. The Company is required pursuant to the Indenture to enter into a supplemental indenture ("**Supplemental Indenture**") and a subsidiary guarantee ("**Street Subsidiary Guarantee**") to unconditionally guarantee all of Dollar's obligations under the Street Notes.
8. To the extent that the Guarantee, the Pledge Agreements, the Subordination Agreement, the Supplemental Agreement, the GSM Subsidiary Guarantee, the Supplemental Indenture and the Street Subsidiary Guarantee relate to the consideration paid or payable for the Shares, the Company is giving financial assistance. The consideration is limited to 6,875,520.

The principal terms on which the assistance will be given are:

Rider C

Pursuant to the Guarantee:

1. the Company will absolutely and unconditionally guarantee the payment when due, upon maturity, acceleration or otherwise, of all obligations of Dollar to the lenders (as defined in the Credit Agreement) under the Credit Facility and the other loan documents (as defined in the Credit Agreement), whether made, incurred or created, before, at or after the date of the Guarantee and whether voluntary or involuntary and however arising, absolute or contingent, liquidated or unliquidated, determined or undetermined (collectively and severally, the "Guaranteed Obligations"), whether or not such Guaranteed Obligations shall from time to time be reduced, or extinguished and thereafter increased or incurred, whether Dollar may be liable individually or jointly with others, whether or not recovery upon such Guaranteed Obligations may be or become barred by any statute of limitations, and whether or not such Guaranteed Obligations may be or become otherwise unenforceable; and
2. the Company authorises the administrative agent (as defined in the Credit Agreement) and lenders (as defined in the Credit Agreement), whether or not after termination of the Guarantee, without notice or demand (except as shall be required by applicable statute), and without affecting or impairing its liability thereunder, from time to time to (a) renew, compromise, extend, increase, accelerate or otherwise change the time for payment of, or otherwise change the terms of Guaranteed Obligations or any part thereof, including increase or decrease of the rate of interest thereon; (b) take and hold security for the payment of the Guarantee or the Guaranteed Obligations and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as the administrative agent and lenders in their discretion may determine; and (d) release or substitute any one or more endorsers, guarantors, Dollar or other obligors.

Pursuant to the Pledge Agreements:

1. The Company will pledge, assign and grant to the Bank inter alia a security interest over all shares in the Company, all voting and non-voting rights of the shares and all cash and non-cash dividends and all other property, chattels, contracts, intangibles,

goods of the Company including in particular trade marks, patents and copyrights collectively ("**Guarantor Collateral**"). The Bank shall act as secured party, bailee and custodian for the exclusive benefit of the lenders (as defined in the Credit Facility) the Bank and the Company (together the "Secured Parties") with respect to the Guarantor Collateral.

2. The Company will pledge the Guarantor Collateral to the Bank as security for the payment and performance of its obligations under the Guarantee, the Pledge Agreements and the Credit Facility.

Pursuant to the Subordination Agreement; the Company is required to subordinate its right to the payment of monies from Dollar to the payment and performance of the Obligations (and as defined in the Credit Agreement) in favour of the Lenders.

Pursuant to the Supplemental Agreement and the GSM Subsidiary Guarantee the Company unconditionally guarantees, (a) the Notes, (b) the obligations of Dollar, including without limitation the principal of and premium and interest, including any Special Interest (as defined in the Purchase Agreement), on the Notes, shall be promptly paid in full when due.

Pursuant to the Supplemental Indenture and the Street Subsidiary Guarantee the Company unconditionally guarantees, (a) the Street Notes, (b) the obligations of Dollar, including without limitation the principal of and premium and interest, including any Special Interest (as defined in the Purchase Agreement), on the Street Notes, shall be promptly paid in full when due.

Rider D

such cash and assets (if any) as may be called for under the Guarantee the Pledge Agreements the Subordination Agreement, the Supplemental Agreement, the GSM Subsidiary Guarantee, the Supplemental Indenture and the Street Subsidiary Guarantee to secure to repayment of the consideration payable for the Shares.



Auditors' report to the directors of Cash Centres Limited pursuant to section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Cash Centres Limited ("the Company") dated 15 December 1999 in connection with the proposal that the Company and each of its subsidiaries should give financial assistance for the purchase of the whole of the issued share capital of its holding company Cash Centres Corporation Limited.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

A handwritten signature in cursive script, appearing to read 'Ernst & Young', written in dark ink.

Ernst & Young
Registered Auditor
Leeds
15 December 1999