

Page 1

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

Please do not write in this margin

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

The number and class of the shares acquired or to be acquired is: 22,088,842 ordinary shares of £1 each  
and 198,799,573 non-cumulative preference shares of £1 each

The assistance is to be given to: (note 2) Trendcycle Limited (No. 4572195) of 21 Bryanston Street, London  
W1H 7AB

The assistance will take the form of:

Please see attachment 1.

The person who [has acquired] ~~will acquire~~ the shares is:  
Parking International Limited (in members' voluntary liquidation) (No. 4422334)

† delete as appropriate

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

Please see attachment 2.

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

The amount of cash to be transferred to the person assisted is £ nil

The value of any asset to be transferred to the person assisted is £ nil

ase do not  
e in this  
argin

The date on which the assistance is to be given is within 8 weeks of today's date.

ase complete  
ibly, preferably  
black type, or  
ld block lettering

☒ 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)

delete either (a) or  
b) as appropriate

(a) ☒ 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) ~~XXXXXX 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)~~

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

Ashurst Morris Crisp  
Declared at Broadwalk House  
5 Appold Street  
London EC2A 2HA

Declarants to sign below

Day Month Year  
on 08 12 2003

before me WALTER JOSEPH HUNT  
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

or, for companies registered in Scotland:-

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

**POINTSPEC LIMITED**  
**Company Number 3461277**  
**Attachment 1 to Form 155(6)b**

**1.1 Guarantees**

Guarantees and indemnities granted by NCP Scotland Limited (the "**Subsidiary**") (on or about the date hereof) to the persons (the "**Financiers**") providing Trendcycle Limited and others with senior loan and other facilities of initially up to £148,000,000 pursuant to a senior facilities agreement dated on or about the date hereof (the "**Facilities Agreement**").

**1.2 Security**

Fixed and floating charges granted by the Subsidiary (on or about the date hereof) over all its assets and undertaking (subject to the terms of the Debenture (as defined in Attachment 2)) present and future by way of security for (inter alia) its obligations under the guarantees and indemnities referred to in paragraph 1.1. above.

**1.3 Priority**

Priority and subordination arrangements entered into by the Subsidiary with (among others) the Financiers pursuant to an intercreditor agreement dated on or about the date hereof (the "**Intercreditor Agreement**").

**POINTSPEC LIMITED**  
**Company Number 3461277**  
**Attachment 2 to Form 155(6)b**

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

**1.1 Guarantees**

The guarantees and indemnities referred to in paragraph 1.1 of Attachment 1 are recorded in the Facilities Agreement and pursuant to which the Subsidiary jointly and severally with other members of the group of companies of which it is a member:

- (a) as principal obligor guarantees payment of monies owing (and performance of obligations undertaken) to the Financiers under the Facilities Agreement;
- (b) agrees to indemnify the Financiers for any cost, loss or liability suffered by any of them as a result of (amongst other things) any obligation owed to them under the Finance Documents (as defined in the Facilities Agreement) not being paid or performed on its due date or any obligation guaranteed by it becoming unenforceable, invalid or illegal;
- (c) agrees that its guarantee and indemnity obligations will not be affected by (amongst other things) any act, circumstance, omission, matter or thing which would otherwise reduce, release or prejudice any of such obligations or prejudice or diminish such obligations; and
- (d) agrees that any Financier set off any obligation owed by the Subsidiary to the Financier against any obligation (whether or not due and payable) owed by that Financier to the Subsidiary.

**1.2 Security**

The security referred to in paragraph 1.2 of Attachment 1 is to be created by the Subsidiary executing a debenture (the "**Debenture**") in favour of The Royal Bank of Scotland plc as trustee (the "**Security Trustee**") for the Financiers. By entering into the Debenture, the Subsidiary will (amongst other things):

- (a) as primary obligor, covenant with the Security Trustee that it will pay or discharge all outstandings under the Finance Documents;
- (b) subject to the terms of the Debenture, as beneficial owner and with full title guarantee, charge in favour of the Security Trustee all its assets and undertakings by way of fixed and/or floating charges and/or assignment by way of security for the payment, discharge and performance of such outstandings;
- (c) undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Trustee may reasonably require for perfecting or protecting the security intended to be created by the Debenture over the assets secured thereby;

- (d) permit the Security Trustee to set off any obligation due and payable by the Subsidiary to the Security Trustee against any obligation (whether or not due and payable) owed by the Security Trustee to the Subsidiary; and
- (e) covenant that without the prior consent of the Security Trustee, it shall not create to subsist any Security (as defined in the Debenture) other than as permitted in the Facilities Agreement or transfer, lease, assign, lend or otherwise dispose of the whole or any part of its undertaking or assets.

### **1.3 Priority**

By executing the Intercreditor Agreement, the Subsidiary (amongst other things) will:

- (a) covenant to pay the amounts owing under the Finance Documents; and
- (b) agree that any sums owed to it by any other member of its group will be subordinated to sums owed by such members of the group to the Financiers.

### **1.4 Amendments**

The Subsidiary's obligations as described above continue in relation to the Finance Documents as they may be amended, modified, varied or restated from time to time.



Direct line: 020 7007 3162  
Direct fax: 020 7007 3063

The Directors  
Pointspec Limited  
21 Bryanston Street  
London  
W1H 7AB

Deloitte & Touche LLP  
Hill House  
1 Little New Street  
London EC4A 3TR

Tel: +44 (0) 20 7936 3000  
Fax: +44 (0) 20 7583 1198  
LDE: DX 599  
www.deloitte.co.uk

8 December 2003

Dear Sirs

**AUDITORS' REPORT TO THE DIRECTORS OF POINTSPEC LIMITED (the "Company") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration (form 155(6)(b)) of the directors of the Company dated 8 December 2003 in connection with the proposal that NCP Scotland Limited, a subsidiary of the Company, should give financial assistance for the purpose of reducing or discharging liability incurred for the purpose of the acquisition of the shares of the Company.

**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.

*Deloitte & Touche LLP*

Deloitte & Touche LLP