

The assistance is to be given to: (note 2) Parking International Limited (4422334) of Broadwalk House,
5 Appold Street, London EC2A 2HA.

Please do not
write in this
margin

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

The assistance will take the form of:

Please see attachment 1

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

† delete as
appropriate

Parking International Limited

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

Please see attachment 2

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

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

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

☒ We have formed the opinion, as regards the 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) ☒ We have formed the opinion that the 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 we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]~~ (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.

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

Declarants to sign below

on

| | | |
|-----|-------|------|
| Day | Month | Year |
| 1 | 00 | 2002 |

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.

S. Geofors
Solicitor
82 Netherwood Road
London
W14 0BA

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
37 Castle Terrace
Edinburgh
EH1 2EB

NCP NORTH WEST LIMITED
Company Number 3577772
Attachment 1 to Form 155(6)a

1.1 Guarantees

Guarantees and indemnities granted by the Company (i) (on or about the date hereof) to the persons (the "**Financiers**") providing Parking International Limited and Powerfocal Limited with a term loan and revolving credit facilities of up to £890,000,000 pursuant to a senior facilities agreement dated 22 May 2002 originally between Parking International Limited and Bishopsgate Parking Limited as amended from time to time (the "**Facilities Agreement**") and (ii) to the Financiers providing Primepanel Limited or one of its subsidiaries with a term facility intended to refinance Tranche A of the Facilities Agreement to be entered into within eight weeks of the date hereof (the "**Replacement Facilities Agreement**").

1.2 Security

Fixed and floating charges granted by the Company (on or about the date hereof) over all its assets (subject to Landlord consent in certain cases) and undertaking 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 Upstream Loan Facility

An intra-group loan facility granted by the Company (on or about the date hereof) along with other members of the group of companies of which it is a member in favour of Parking International Limited, Primepanel Limited and Sharescore Limited pursuant to an intra-group loan agreement dated on or about the date hereof (the "**Upstream Loan Facility**").

NCP NORTH WEST LIMITED
Company Number 3577772
Attachment 2 to Form 155(6)a

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 the Replacement Facilities Agreement (the "**Relevant Facilities Agreements**") respectively and pursuant to which the Company 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 Relevant Facilities Agreement;
- (b) agrees to indemnify on demand 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 Relevant 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;
- (d) agrees that any Financier set off any matured obligation owed by the Company to the Financier against any obligation (whether or not due and payable) owed by that Financier to the Company.

1.2 Security

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

- (a) as primary obligor, covenant with the Trustee that it will pay or discharge all outstandings under the Finance Documents (as defined in the Facilities Agreement);
- (b) subject to Landlord consent (in certain cases), charge in favour of the 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 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 Trustee to set off any obligations due and payable by the Company to the Trustee or the Financiers against any obligation (whether or not due and payable) owed by the Trustee or such Financier (as the case may be) to the Company; and
- (e) covenant that without the prior consent of the Trustee, it shall not create to subsist any Security (as defined in the Debenture) other than as permitted in the Facilities Agreement and/or the Replacement Facilities Agreement or transfer, lease, assign, lend or otherwise dispose of the whole or any part of its undertaking or assets.

1.3 Upstream Loan

By executing the Upstream Loan Facility referred to in paragraph 1.3 of Attachment 1, the Company, together with other members of its group, will make available to Parking International Limited, Primepanel Limited and Sharescore Limited a revolving loan facility of up to £890,000,000 in aggregate to be used by Parking International Limited to make payments when due to (among others) the Financiers but on the basis that the Company will only be obliged to make advances under the Upstream Loan Facility if, inter alia, it has the cash resources and the Company is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

1.4 Amendments

The Company's obligations as described above continue in relation to the Finance Documents (as defined in the Facilities Agreement) as they may be amended, modified, varied or restated from time to time.

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

We have examined the attached statutory declaration of the directors of the Company dated 10 September 2002 in connection with the proposal that the Company should give financial assistance for the purchase of Pointspec Limited's shares.

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

Deloitte & Touche
Registered Auditors
London
10 September 2002