

## Particulars of a mortgage or charge

395

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Please do not  
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Pursuant to section 395 of the Companies Act 1985

CHA 116

To the Registrar of Companies

For official use Company number

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

[ ]

3823774

Name of company

\* CARDPOINT SERVICES LIMITED (the "Chargor")

Date of creation of the charge

30 June 2003

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

Share Charge ("the Deed") granted by the Chargor to the Bank.

Amount secured by the mortgage or charge

All moneys, obligations and liabilities on the part of the Chargor to the Bank to be paid, performed or discharged, whether at the date of the Deed or thereafter and on any account whatsoever and howsoever arising and whether actual or contingent, whether alone or jointly and in whatever name, firm or style and whether as principal or surety (including, without limitation, all moneys, obligations and liabilities on the part of the Chargor to the Bank to be paid, performed or discharged, whether directly or indirectly, under or pursuant to the terms of any Finance Document and/or in connection with any loan facility or other financial accommodation from time to time granted or otherwise made available pursuant thereto), together with all Expenses and any interest charged under the terms of this Deed ("the Secured Obligations").

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, acting through its London Chief Office, Corporate Banking Division at 7th Floor, 155 Bishopsgate, London EC2M 3UB ("the Bank").

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

Travers Smith Braithwaite  
10 Snow Hill  
London  
EC1A 2AL

SPG/1951748

Time critical reference

For official use  
Mortgage Section

Post room



A10  
COMPANIES HOUSE

\*ASTH2MA\*

0534  
02/07/03

Short particulars of all the property mortgaged or charged

Under the Deed the Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations charged to the Bank by way of specific charge and agreed to mortgage to the Bank the Investments.

Under the Deed the Chargor also agreed that it would not, save as permitted under the Agreement or the Deed (a) (except as expressly permitted by the Agreement) create, agree to create or permit to subsist any encumbrance on or over the Investments or any interest therein ranking in priority to, *pari passu* with or subsequent to the security constituted or intended to be constituted by the Deed or (b) (except as expressly permitted by the Agreement) sell, transfer, assign, lend or otherwise dispose of (whether outright, by a sale and repurchase or otherwise), or grant any rights (whether of pre-emption or otherwise) over the Investments or any interest therein nor enter into any agreement to do any of the same other than where such agreement is conditional upon the consent of the Bank being obtained.

(see continuation sheet)

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lettering

Particulars as to commission allowance or discount (note 3)

Signed Travis Smith Bate Date 1 July 2003

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.

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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bold block lettering

Company Number

3823774

Name of Company

CARDPOINT SERVICES LIMITED (the "Chargor")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please do not  
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**Please complete  
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Please do not  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete  
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In this Form 395, the following words and phrases shall have the following meanings:-

Please complete  
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**Agreement** : the facility agreement dated 10 September 2002 made between the Borrower (as borrower), the companies referred to therein (including the Chargor) (as original guarantors) and the Bank (as bank), as amended and restated by the Amending Agreement dated 28 May 2003 between the same parties, whereby it was agreed that there should be made available to the Borrower a loan facility of up to £7,000,000 upon the terms and conditions contained in it.

**Borrower** : Cardpoint plc, incorporated in England and Wales with registered number 04098226, whose registered office is at St. James's Court, Brown Street, Manchester, Greater Manchester M2 2JF.

**Derivative Assets** : all assets deriving from any of the Securities including all allotments, accretions, offers, rights, dividends, interest, income, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Securities and all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof.

**Expenses** : all banking, legal and other costs, charges, expenses and/or liabilities (including any VAT thereon) paid or, if earlier, incurred by or on behalf of the Bank or any Receiver in each case on a full indemnity basis in relation to any of the Investments, or in protecting, preserving, improving, considering the enforcement or exercise of or enforcing or exercising or attempting to enforce or exercise, any rights arising under or pursuant to any Finance Document and/or in procuring the payment, performance or discharge of any of the Secured Obligations and including, without limitation, the principal amount of any borrowings together with interest thereon and all other expenses and/or liabilities of the Bank or any Receiver paid or incurred from time to time in relation to the exercise of any right or power on the part of the Bank or any Receiver referred to in any Finance Document.

**Finance Documents** : has the meaning given to it in the Agreement (and includes the Agreement and the Deed).

**Investments** : the Securities and the Derivative Assets.

**Receiver** : a receiver and/or manager (including, as the context admits, an administrative receiver) appointed under the Deed.

**Securities** : 100 ordinary shares of £1 each in Securicor Cash Machine Limited.

**VAT** : value added tax or any similar tax substituted therefor.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03823774

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARE CHARGE DATED THE 30th JUNE 2003 AND CREATED BY CARDPPOINT SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd JULY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JULY 2003.

A handwritten signature in ink, appearing to be 'B. J. J.', located on the left side of the page.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES