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CHFP025

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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

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

2111

04098226

Name of company

* Cardpoint plc

Date of creation of the charge

14 July 2005

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

Syndicated Debenture (the "Debenture")

Amount secured by the mortgage or charge

See Part I of the Schedule to this form 395.

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

See Part IV of the Schedule to this form 395.

Postcode

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

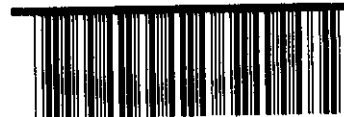
Travers Smith
10 Snow Hill
London
EC1A 2AL

MBN/DT1/4575121

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



A16
COMPANIES HOUSE

AQAG76R

0222
22/07/05

077567/78
395



Short particulars of all the property mortgaged or charged

See Part II of the Schedule to this form 395.

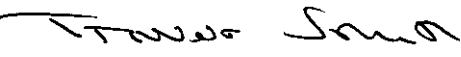
See also Part III of the Schedule to this form 395 which sets out key covenants and undertakings by, and restrictions on, the Chargor relating to the Charged Assets.

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Particulars as to commission allowance or discount (note 3)

NIL

Signed 

Date 21 / 7 / 15

On behalf of ~~XXXXXXXX~~ [mortgagee/~~XXXXXX~~ †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

† delete as appropriate

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Particulars of a mortgage or charge (continued)

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

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

Company Number

04098226

Name of Company

Cardpoint plc

Limited*

* delete if
inappropriate

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

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

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write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

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

Schedule to Form 395 in respect of a syndicated debenture dated 14 July 2005 (the "Debenture") given by (1) Cardpoint plc (Company No. 04098226) as chargor (the "Chargor") in favour of (2) The Governor and Company of the Bank of Scotland (the "Security Trustee")

Part I

Amount secured by the Debenture

By Clause 3.1 (*Payment of the Secured Obligations: Covenant to Pay*) of the Debenture, the Chargor covenants to pay, perform and discharge to the Security Trustee (as trustee for and on behalf of each of the Beneficiaries) the Secured Obligations on the due date or dates for payment, performance and discharge or, in the absence of any such date, forthwith upon any demand made by the Security Trustee.

Part II

Short particulars of all the property mortgaged or charged under or pursuant to the Debenture

1. By Clause 2.1 (Charging Provisions: Specific Charges) of the Debenture, the Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations charges to the Security Trustee (in each case as trustee for and on behalf of each of the Beneficiaries):-
 - (a) by way of legal mortgage each property specified in Part I of Schedule 2 of the Debenture¹;
 - (b) by way of equitable mortgage the Property, other than the property or properties specified in Part I of Schedule 2 of the Debenture;
 - (c) by way of specific charge the Machines;
 - (d) (by way of specific charge and agrees to mortgage to the Security Trustee (as trustee for and on behalf of each of the Beneficiaries) the Investments;
 - (e) by way of specific charge the Debts, the Intellectual Property, the Licences and all deeds and documents from time to time relating to the Charged Assets;
 - (f) by way of specific charge the goodwill (including, without limitation, all brand names) and the uncalled capital both at the date of the Debenture and at any time thereafter of the Chargor;
 - (g) by way of specific charge all the rights, title and interest of the Chargor in and to the Policies (other than the Life Policies) and to the compensation moneys referred to in Clause 5.1.12 of the Debenture;
 - (h) by way of specific charge all the rights, title and interest of the Chargor in and to all chattels from time to time hired, leased or rented by the Chargor to any other person together, in each case, with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;

¹ This schedule does not list any property.

- (i) by way of specific charge the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor to the Property, all proceeds of a capital nature in relation to the disposal of the Property, the benefit of any contract for the sale, letting or other disposal of the Property and all options to renew all leases or purchase all reversions (whether or not freehold) at the date of the Debenture and at any time thereafter and from time to time in relation to the Property;
 - (j) by way of specific charge the benefit of all rights and claims of the Chargor against all lessees from time to time of the whole or any parts of the Property and all guarantors and sureties for the obligations of such lessees and against all persons who are under any obligation to the Chargor in respect of any works of design, construction, repair or replacement to, on or about the Property;
 - (k) by way of specific charge all the Chargor's fixed plant, machinery and equipment from time to time in or on the Property (and not comprised in the Property) and the benefit of all the Chargor's rights and claims against any person in respect of the design, construction, repair or replacement of the same;
 - (l) so far as permitted under the relevant document, by way of specific charge all the Chargor's rights, title and interest in and to the Transaction Documents;
 - (m) so far as permitted under the relevant document, by way of specific charge all the Chargor's rights, title and interest in and to all contracts, agreements or warranties affecting the Property with building contractors, architects, quantity surveyors, structural and mechanical engineers and other like professionals (including, without limitation, all agreements (if any) to which the Chargor is party referred to in Part II of Schedule 2 of the Debenture²); and
 - (n) by way of specific charge any Account opened and/or maintained by the Chargor (including any such account the details of which appear in Part III of Schedule 2 of the Debenture³) and any moneys from time to time standing to the credit of any such account.
2. By Clause 2.2 (*Charging Provisions: Floating Charge*), the Chargor with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations charges to the Security Trustee (as trustee for and on behalf of each of the Beneficiaries) by way of floating charge the undertaking and all property, assets and rights of the Chargor, whatsoever and wheresoever, both at the date of the Debenture and at any time thereafter (save insofar as any of the same shall for the time being be effectively mortgaged or charged by way of specific charge under the provisions of Clauses 2.1.1 to 2.1.14 inclusive of the Debenture (as such Clauses are described at paragraph 1 above) or assigned by way of security under the provisions of Clause 2.3 of the Debenture (as such Clause is described at paragraph 3 below).
3. By Clause 2.3 (*Charging Provisions: Assignments by way of Security*) of the Debenture, the Chargor with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations assigns and agrees to assign by way of security to the Security Trustee (in each case as trustee for and on behalf of each of the Beneficiaries):-
- (a) all its rights, title and interest in and to the Life Policies together with all its rights, title and interest in and to the proceeds of any other Policies;

² This schedule does not list any such agreements.

³ This schedule does not list any such accounts.

- (b) all its rights, title and interest in and to each Account maintained by it (including any such account the details of which appear in Part III of Schedule 2 of the Debenture ⁴) and any moneys from time to time standing to the credit of any such account.
4. By Clause 6.2 (*Collection of Debts and Related Matters: Assignments*) of the Debenture, the Chargor covenants without prejudice to the generality of Clause 10.1 (*Further Assurance and Perfection of Security: Further Assurance*) of the Debenture, at any time after the Security Trustee becomes entitled to appoint a Receiver or an Administrator, if called upon by the Security Trustee to do so, execute in favour of the Security Trustee (as trustee for and on behalf of each of the Beneficiaries) or as the Security Trustee may otherwise direct, assignments of its Debts or such other transfers or equivalent arrangements as the Security Trustee may require and take such steps as the Security Trustee may require to perfect such assignments, transfers or equivalent arrangements including, without prejudice to the generality of the foregoing and without prejudice to the Security Trustee's right to do so, giving notice of any such assignment, transfer or other arrangement to any of the persons (as the Security Trustee shall specify) from whom its Debts are due, owing or incurred by delivery to each such person of a Notice of Assignment duly executed by the Chargor and procuring that each such person delivers to the Security Trustee (if the Security Trustee so requires) a written acknowledgement substantially in the form of the acknowledgement and agreement attached to the Notice of Assignment.
5. By Clause 10.1.2 (*Further Assurance and Perfection of Security: Further Assurance*) of the Debenture, the Chargor shall execute in favour of the Security Trustee (as trustee for and on behalf of each of the Beneficiaries), or as the Security Trustee may otherwise direct, such further assignments, transfers, mortgages, charges or other encumbrances as in each such case the Security Trustee shall stipulate over the Charged Assets for the purpose of more effectively providing security for the payment, performance and discharge of the Secured Obligations or of enabling the Security Trustee to vest any of the Charged Assets in the Security Trustee or its nominee(s).
6. By Clause 10.1.3 (*Further Assurance and Perfection of Security: Further Assurance*), the assignments, transfers, mortgages, charges or other encumbrances referred to in Clause 10.1.2 of the Debenture (as such Clause is described in paragraph 5 above) shall be in such form and contain such provisions as the Security Trustee requires. The obligations of the Chargor under Clause 10.1.2 of the Debenture (as such Clause is described in paragraph 5 above) and under this provision shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in the Debenture by virtue of section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994.
7. By Clause 10.1.4 (*Further Assurance and Perfection of Security: Further Assurance*), the Chargor shall, whenever requested by the Security Trustee and at the Chargor's cost, affix to such of the Charged Assets or endorse or cause to be endorsed on such documents as the Security Trustee shall in each case stipulate, labels, signs or memoranda in such form as the Security Trustee shall require (but not so as to impede or restrict the normal use or operation thereof) referring or drawing attention to the security constituted or intended to be constituted by the Debenture.

⁴ This schedule does not list any such accounts.

8. By Clause 13.2 (*Continuing Security: General*) of the Debenture, the security constituted by the Debenture shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect (or be prejudiced or affected by) the security constituted by any encumbrance, guarantee or other assurance at the date of the Debenture or at any time thereafter held by any of the Beneficiaries or any right or remedy of any of the Beneficiaries in respect of the same and shall not be in any way prejudiced or affected by the invalidity thereof, or by any of the Beneficiaries at the date of the Debenture or at any time thereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same, or any rights which it may at the time of the Debenture or at any time thereafter have, or giving time for payment or indulgence or compounding with any other person liable.
9. By Clause 17.2 (*Payments and Discharge: Reinstatement*) of the Debenture, any settlement or discharge under the Debenture between the Security Trustee and the Chargor shall be conditional upon no security or payment to the Security Trustee or any Beneficiary by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by or pursuant to any applicable law or regulation and, if such condition is not satisfied, the Security Trustee shall be entitled to recover from the Chargor on demand the value of such security or the amount of any such payment as if such settlement or discharge had not occurred.

Part III

Key covenants and undertakings by, and restrictions on, the Chargor relating to the Charged Assets

1. By Clause 5.2.6 (*Covenants: Other Covenants: Dealings with Charged Assets*) of the Debenture, the Chargor covenants with the Security Trustee (as trustee for and on behalf of each of the Beneficiaries) not to amend, vary, supplement, replace, release, novate, waive, surrender, determine, discharge, rescind or avoid any of the Charged Assets nor compound, grant any time or other indulgence or otherwise deal with any of the Charged Assets nor purport to do so (save, in the case of assets of the Chargor charged by the Debenture by way of floating charge only, in the ordinary course of its operations).
2. By Clause 9.1 (*Negative Pledge: Encumbrances*) of the Debenture, the Chargor agrees that it will not (except as expressly permitted by the Agreement) create or permit to subsist any Security on or over the Charged Assets or any interest therein ranking in priority to, *pari passu* with or subsequent to the security constituted or intended to be constituted by the Debenture.
3. By Clause 9.2 (*Negative Pledge: Disposals*) of the Debenture, the Chargor agrees that it will not (except as expressly permitted by the Agreement) sell, transfer, assign, lease out, lend or otherwise dispose of (whether outright, by a sale and repurchase or sale and leaseback arrangement or otherwise), or grant any rights (whether of pre-emption or otherwise) over the Charged Assets 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 Security Trustee being obtained (save in the ordinary course of its operations in the case of assets of the Chargor charged by the Debenture by way of floating charge only).

Part IV

Name and address of mortgagee or person entitled to the Debenture

The Governor and Company of the Bank of Scotland, acting through its office at Corporate Banking Division, 7th Floor, 155 Bishopsgate, Bishopsgate Exchange, London Postcode: EC2H 3YB in its capacity as trustee for the Beneficiaries.

Part V

Definitions

Throughout this Form 395 and its Schedule, in addition to the words and expressions defined elsewhere on this Form 395 and its Schedule, the following definitions shall apply:-

Accession Letter : a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Agreement.

Account : each Receivables Account, Mandatory Prepayment Account and Holding Account.

Account Notice : unless otherwise agreed by the Security Trustee, a notice substantially in the form set out in Schedule 7 of the Debenture.

Acquisition Documents : the Offer Document and any other document designated as an "Acquisition Document" by the Agent and Cardpoint plc.

Act : the Law of Property Act 1925.

Additional Borrower : a company which becomes a Borrower in accordance with Clause 30 (*Changes to the Obligors*) of the Agreement.

Additional Guarantor : a company which becomes a Guarantor in accordance with Clause 30 (*Changes to the Obligors*) of the Agreement.

Additional Obligor : an Additional Borrower or an Additional Guarantor.

Administrator : an administrator appointed pursuant to Schedule B1 to the Insolvency Act 1986 by the Security Trustee as holder of the Debenture.

Affiliate : in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Agent : The Governor and Company of the Bank of Scotland in its capacity as agent for the Finance Parties under the Agreement.

Agreement : the facility agreement dated 14 July 2005 made between the Chargor (1), the banks and financial institutions named therein (2) and The Governor and Company of the Bank of Scotland as agent, arranger and security trustee (3) whereby it was agreed that there should be made available to the Chargor loan facilities of up to eighty million pounds (£80,000,000) upon the terms and conditions contained in it.

Ancillary Document : each document relating to or evidencing the terms of an Ancillary Facility.

Ancillary Facility : any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (*Ancillary Facilities*) of the Agreement.

Ancillary Lender : each Lender which makes available an Ancillary Facility in accordance with Clause 9 (*Ancillary Facilities*) of the Agreement.

Arranger : The Governor and Company of the Bank of Scotland in its capacity as Arranger for the Finance Parties under the Agreement.

Beneficiaries : the Finance Parties and "**Beneficiary**" means any one of them.

Borrower : an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 30 (*Changes to the Obligors*) of the Agreement.

Charged Assets : all property or properties and/or other assets and, where the context so admits, each of them and any part thereof and the proceeds of the disposal of the same and all rights, title and interest in and to the same, in each such case as may at the date of the Debenture and at any time thereafter or in the future be the subject of the security constituted or intended to be constituted by the Debenture.

Company Intra-Group Loan Agreement : the loan agreement in the agreed form between Cardpoint plc and certain other companies in its group pursuant to which those members of the group have or will make available a facility to the Cardpoint plc and certain other members of its group.

Compliance Certificate : a certificate substantially in the form set out in Schedule 8 (*Form of Compliance Certificate*) of the Agreement.

CREST: means the relevant system (within the meaning of the Uncertificated Securities Regulations 2001) operated by CRESTCo Limited.

CREST Participant: means a system participant or a sponsoring system participant (within the meaning of the Uncertificated Securities Regulations 2001) in respect of CREST.

CREST Rights: means all of the Chargor's rights whatsoever present and future in, against and to:

- (a) any CREST Participant;
- (b) any account forming part of CREST; and
- (c) any payment obligation (and the proceeds thereof) of any CREST Settlement Bank;

in each case arising in respect of or in connection with the Uncertificated Shares held in uncertificated form in respect of which title may be transferred by means of CREST.

CREST Settlement Bank: means a settlement bank (within the meaning of the Uncertificated Securities Regulations 2001) in respect of CREST.

Debts :

- (a) all book debts, both at the date of the Debenture and at any time thereafter, due or owing to the Chargor and all other monetary debts and claims, choses in action and other rights and benefits both at the date of the Debenture and at any time thereafter (including, in each such case, the proceeds thereof and all damages and dividends in relation thereto) due or owing to the Chargor and the benefit of all related rights and remedies (including under negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens); and
- (b) all sums, both at the date of the Debenture and at any time thereafter, due or owing to the Chargor by way of grant, subsidy or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union.

Derivative Assets : all assets deriving from any of the Securities owned by the Chargor including all CREST Rights and 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 any Beneficiary, Administrator or Receiver in each case on a full indemnity basis in relation to any of the Charged Assets 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 of the Finance Documents 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 any Beneficiary, Receiver or Administrator paid or incurred from time to time in relation to the exercise of any right or power on the part of any Beneficiary, Receiver or Administrator referred to in the Finance Documents.

Fee Letter :

- (a) any letter or letters dated on or about 14 July 2005 between the Arranger and Cardpoint plc (or the Agent and Cardpoint plc or the Security Trustee and Cardpoint plc) setting out any of the fees referred to in Clause 17 (*Fees*) of the Agreement; and
- (b) any other agreement setting out fees referred to in Clause 17.4 (*Interest, commission and fees on Ancillary Facilities*) of the Agreement.

Finance Documents : the Agreement, the Syndication Letter, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "**Finance Document**" by the Agent and the Cardpoint plc.

Finance Party : the Agent, the Arranger, the Security Trustee, a Lender, a Hedge Counterparty or any Ancillary Lender.

Guarantor : an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 30 (*Changes to the Obligors*) of the Agreement.

Hedge Counterparty : a Lender or an Affiliate of a Lender which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

Hedging Agreement : any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by Cardpoint plc (and/or any other member of its group agreed by the Agent) and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate fluctuations in accordance with the hedging letter delivered to the Agent under Clause 4.1 (*Initial conditions precedent*) of the Agreement.

Holding Account : an account:

- (a) held in the United Kingdom by Cardpoint plc or a member of its group with the Agent or Security Trustee;
- (b) identified in a letter between Cardpoint plc and the Agent as a Holding Account; and

- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee,

(as the same may be redesignated, substituted or replaced from time to time).

Intellectual Property : all patents, patent applications, trade marks, trade names, service marks, service mark applications, registered designs, copyrights, other protectable rights and assets, know-how, trade secrets and other confidential information and all related licences and connected rights at the date of the Debenture or at any time thereafter belonging to or held by the Chargor or any nominee of the Chargor.

Intercreditor Agreement : the intercreditor agreement entered into or to be entered into between Cardpoint plc (as parent), the companies listed in Schedule 2 thereto (as obligors, intra-group creditors and intra-group debtors), The Governor and Company of the Bank of Scotland (as agent), the parties listed in Part I of Schedule 1 thereto (as lenders), HBOS Treasury Services plc (as initial hedge counterparty) and The Governor and Company of the Bank of Scotland (as original ancillary lender).

Investments : the Securities and the Derivative Assets.

Lender :

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Agreement in accordance with Clause 29 (*Changes to the Lenders*) of the Agreement,

which in each case has not ceased to be a party to the Agreement in accordance with the terms of the Agreement.

Licences : all licences, consents and authorisations (statutory or otherwise) at the date of the Debenture or at any time thereafter held or acquired by the Chargor, or held by a nominee of the Chargor, in connection with any business carried on by the Chargor or the use of any of the Charged Assets.

Life Policies : in relation to the Chargor, the policies of life assurance in which the Chargor is interested details of which are set out in Part I of Schedule 3 of the Debenture (as set out in Part VI of this Schedule) and set opposite the name of the Chargor, and any other policies of life assurance in which the Chargor may at the date of the Debenture or at any time thereafter have an interest including, without limitation, any such new policy effected by the Chargor pursuant to Clause 7.2 of the Debenture.

Machines : all cash dispensing, automatic teller or similar machines belonging to the Chargor.

Mandatory Prepayment Account : an interest-bearing account:

- (a) held in the United Kingdom by a Borrower with the Agent or Security Trustee;
- (b) identified in a letter between Cardpoint plc and the Agent as a Mandatory Prepayment Account;
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee; and
- (d) from which no withdrawals may be made except as contemplated by this Agreement,

(as the same may be redesignated, substituted or replaced from time to time).

Nominee Undertaking : an undertaking substantially in the form set out in Schedule 6 of the Debenture.

Notice of Assignment : unless otherwise agreed by the Security Trustee, a notice of assignment substantially in the form set out in Schedule 4 of the Debenture.

Obligor : a Borrower or a Guarantor.

Offer : the offer for all the shares of Moneybox plc, a company incorporated under the law of England and Wales with registered number 4978917, to be made by Cardpoint plc.

Target Shares : all of the shares of Target ;

Offer Document : the document pursuant to which the Offer shall be, or has been, made.

Original Lender : The Governor and Company of the Bank of Scotland as the original lender under the Agreement.

Original Obligor : an Original Borrower or an Original Guarantor.

Placing Agreement : the placing agreement dated on or about 14 July 2005 between Cardpoint plc and Panmure Gordon (Broking) Limited.

Policies : the policies of insurance in which the Chargor is interested details of which are set out in Part II of Schedule 3 of the Debenture⁵, any other policies of insurance in which the Chargor may at the date of the Debenture or at any time thereafter have an interest and the Life Policies in which the Chargor is interested.

Property : all freehold and leasehold properties and other real property both at the date of the Debenture or at any time thereafter of the Chargor (including the property or properties specified in Part I of Schedule 2 of the Debenture⁶) including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein.

Receivables Account : any separate and denominated account as may be maintained by the Chargor with a bank (other than any Beneficiary) in accordance with the provisions of Clause 6.3 of the Debenture.

Receiver : a receiver and/or manager (including, as the context admits and where the law allows, an administrative receiver) appointed under the Debenture.

Resignation Letter : a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) of the Agreement.

Secured Obligations : all moneys, obligations and liabilities (whether at the date of the Debenture or at any time thereafter, actual or contingent) on the part of each Obligor to any Beneficiary to be paid, performed or discharged, whether directly or indirectly, under or pursuant to the terms of any of the Finance Documents and/or in connection with the 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 the Debenture.

Securities : all shares, stocks, debentures, debenture stock, bonds and securities of any kind whatsoever owned by the Chargor (including rights to subscribe for, convert into or otherwise acquire the same)

⁵ This part of the schedule does not list any such policies.

⁶ This schedule does not list any such properties.

whether marketable or otherwise, and all other interests (including loan capital) of the Chargor both at the date of the Debenture or at any time thereafter in any company, firm, consortium or entity wherever situate, including those details of which appear in Schedule 5 (as set out in Part VII of this Schedule) and any benefit or entitlement to any such Securities, whether held by or on behalf of any Nominee of a Settlement System or otherwise.

Security : a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Selection Notice : a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) of the Agreement given in accordance with Clause 15 (*Interest Periods*) of the Agreement.

Settlement System : includes CREST and such other settlement systems of any other exchanges (whether in the United Kingdom or elsewhere) as may from time to time be used in connection with transactions relating to any of the Investments.

Syndication Letter : the letter dated 14 July 2005 between the Agent, the Arranger and Cardpoint plc relating to syndication and ancillary matters.

Transaction Security : the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents.

Transaction Security Documents : each of the documents listed as being a Transaction Security Document in paragraph 3.6 of Part I of Schedule 2 (*Conditions Precedent*) of the Agreement and any document required to be delivered to the Agent under paragraph 12 of Part II of Schedule 2 (*Conditions Precedent*) of the Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents (including pursuant to Clause 27.32 (*Conditions subsequent*) of the Agreement).

Uncertificated Shares: means those Securities which are recorded in the share register of the Target as being held in uncertificated form in respect of which title may be transferred by means of CREST.

Utilisation Request : a notice substantially in the relevant form set out in Part I of Schedule 3 (*Requests*) of the Agreement.

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

Part VI

The Life Policies

<u>Insurer</u>	<u>Policy No.</u>	<u>Date of Policy</u>	<u>Life Assured</u>	<u>Sum Assured</u>	<u>Duration of Cover</u>
Norwich Union Linked Life Assurance Limited	7804088ER	5 August 2002	Mark R. Mills	£500,000	5 Years

Part VII

The Securities

<u>Name of Company</u>	<u>Issued Share Capital</u>	<u>Description and number of shares</u>
Cardpoint Group plc	5,000,000 ordinary shares of £0.01 each	4,999,999 ordinary shares of £0.01 each

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04098226

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SYNDICATED DEBENTURE DATED THE 14th JULY 2005 AND CREATED BY CARDPOINT PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY BENEFICIARY 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 22nd JULY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th JULY 2005.

10/02



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —