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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

[1 1 3]

Company number

4098226

Name of company

* Cardpoint plc (the "Mortgagor")

Date of creation of the charge

29 July 2005

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

Legal Mortgage Over Securities

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

The Governor and Company of the Bank of Scotland, Level 7, 155 Bishopsgate
Exchange, London

Postcode EC2M 3YB

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

Travers Smith Braithwaite
10 Snow Hill
London
EC1A 2AL

Time critical reference
MBN/MRB/2155444

For official Use (02/00)
Mortgage Section

Post room



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 Mortgagor relating to the Investments

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Date 3 August 2005

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

† 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.
- 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

Schedule to Form 395 in respect of a legal mortgage over securities dated 29 July 2005 (the "Mortgage") given by (1) Cardpoint plc (Company No. 04098226) as Mortgagor (the "Mortgagor") in favour of (2) The Governor and Company of the Bank of Scotland (the "Bank")

Part I

Amount secured by the Mortgage

By Clause 3.1 (*Payment of the Secured Obligations: Covenant*) of the Mortgage, the Mortgagor covenants to pay, perform and discharge to the Bank, 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 Bank.

Part II

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

1. By Clause 2.1 (*Mortgage and Charging Provisions: Mortgage of Securities and Charge over Investments*) of the Mortgage, the Mortgagor with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations charges and agrees to mortgage to the Bank the Investments.
2. By Clause 8 (*Continuing Security*) of the Mortgage, the security constituted by the Mortgage shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not merge 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 Mortgage or at anytime thereafter held by the Bank or any right or remedy of the Bank in respect of the same and shall not be in any way prejudiced or affected by the invalidity thereof, or by the Bank at the date of the Mortgage or at anytime thereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same, or any rights which it may have, or giving time for payment or indulgence or compounding with any Other person liable.
3. By Clause 9.1 (*Further Assurance and Power of Attorney: Further Assurance*) of the Mortgage, the Mortgagor shall execute in favour of the Bank, or as the Bank may otherwise direct, such further assignments, transfers, mortgages, charges, encumbrances or other documents as in each case the Bank shall stipulate (any such assignment, transfer, mortgage, charge, encumbrance or document to be in such form and to contain such provisions as the Bank shall require) over the Investments and do such other acts or things (including, without limitation, sending or procuring the sending of a properly authenticated dematerialised instruction addressed to the Operator of a relevant system), in each case for the purpose of more effectively providing security for the payment, performance and discharge of the Secured Obligations or of enabling the Bank to vest any of the Investments in the Bank or its nominee(s).
4. By Clause 9.1 (*Further Assurance and Power of Attorney: Vesting of Title*) of the Mortgage, the Mortgagor agrees that it will from time to time execute as a deed or under hand (as applicable) and deliver all transfers, powers of attorney and other documents and do such other acts or things which the Bank may require for perfecting its title to any of the Investments, or for vesting or enabling it to vest any of the Investments in itself or its nominees. The Mortgagor further agrees that if at any time the Bank holds any transfer with any detail not yet completed the Bank shall have the authority to complete and deliver such

transfer.

Part III

Key covenants and undertakings by, and restrictions on, the Mortgagor relating to the Investments

1. By Clause 5.1.6 (*Covenants: The Investments: Negative Pledge*) of the Mortgage, the Mortgagor covenants with the Bank that it will not permit any person other than the Bank or a nominee of the Bank to be registered as holder of any of the Investments provided that, if any Investments acquired after the date of the Mortgage are held by any nominee of the Mortgagor, this provision shall be satisfied in respect of any Investments so held if the Bank has received a duly executed Nominee Undertaking from such nominee and in each case where the relevant Investments are recorded on the relevant register of securities as being held in uncertificated form, such Investments have been transferred to an escrow balance of such nominee under the control of the Bank or its nominee.
2. By Clause 5.1.7 (*Covenants: The Investments: Negative Pledge*) of the Mortgage, the Mortgagor covenants with the Bank that it will not create or purport to create or permit to subsist any encumbrance on or over any of the Investments or any interest in the Investments other than under or pursuant to the Agreement or the Mortgage.
3. By Clause 5.1.6 (*Covenants: The Investments: Negative Pledge*) of the Mortgage, the Mortgagor covenants with the Bank that it will not sell, transfer, assign, lend or otherwise dispose of, or grant any rights (whether of pre-emption or otherwise) over, any of the Investments or any interest in the Investments or attempt or agree to do so (other than to the Bank or a nominee of the Bank).

Part IV

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:-

Act : the Law of Property Act 1925.

Agreement : the facility agreement dated 26 May 2004 made between the (1) the Mortgagor and others (as "**Original Borrowers**") (2) the Mortgagor and others (as original guarantors) and (3) the Bank (as bank) whereby it was agreed that there should be made available to the Original Borrowers a loan facility of up to £24,000,000 upon the terms and conditions contained in it.

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 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 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 the Bank incurred from time to time in relation to the exercise of any of its rights or powers referred to in the Finance Documents.

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

Investments : the Securities and the Derivative Assets.

Nominee Undertaking : an undertaking substantially in the form set out in the Schedule to the Mortgage.

Secured Obligations : all moneys, obligations and liabilities on the part of the Mortgagor to the Bank to be paid, performed or discharged, whether at the date of the Mortgage or at any time 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 Mortgagor 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 the Mortgage.

Securities : all shares, stocks, debentures, debenture stock, bonds and securities of any kind whatsoever owned by the Mortgagor (including rights to subscribe for, convert into or otherwise acquire the same) whether marketable or otherwise, and all other interests (including loan capital) of the Mortgagor both at the date of the Mortgage or at any time thereafter in any company, firm, consortium or entity wherever situate and any benefit, entitlement or interest to, in or in relation to any such Securities, whether held by a relevant nominee (as that term is defined in the Uncertificated Securities Regulations) or otherwise.

Uncertificated Securities Regulations : the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755) and such other regulations made under Section 207 of the Companies Act 1989 as are applicable to CRESTCo Limited and/or the relevant system of which it has been approved as Operator and are from time to time in force.

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

In addition, words and phrases which are not defined or construed in the form 395 or its Schedule shall be construed as having the meanings ascribed to them in the Uncertificated Securities Regulations.

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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. 04098226

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE OVER SECURITIES DATED THE 29th JULY 2005 AND CREATED BY CARDPOINT PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER 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 4th AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th AUGUST 2005.

A handwritten signature in ink, appearing to be 'R. J. Jones'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES