

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

Please do not
write in
this margin

Pursuant to section 155(6) of the Companies Act 1985

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

**To the Registrar of Companies
(Address overleaf - Note 5)**

For official use

Company number

04098226

Name of company

Note
Please read the
notes on page 3
before completing
this form

★
Cardpoint Limited

Insert full name
of company

 $\frac{1}{2}We \ll 1$

Philip Lanigan of 120 Buckingham Road, Stockport, Cheshire, SK4 4RG

insert name(s)
and address(es)
of all the directors

Peter Smyth of Flat 2, 62 Queensgate, London SW7 5JP

Delete as appropriate

~~the sole director~~ [all the directors]† of the above company (hereinafter called 'this company') do solemnly and sincerely declare that

Delete whichever
is inappropriate

The business of the company is

(a) that of a [recognized bank] [licensed institution] within the meaning of the Banking Act, 1979 S

by that of a person authorised under section 8 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom.

(c) something other than the above §

The company is [the] holding company of* Moneybox Corporation Limited (03516589) (the "Subsidiary")
 _____ which is
 proposing to give financial assistance in connection with the acquisition of shares

in [this company]] _____
 _____the holding company of this company.]

Presenter's name address and
reference (if any)

FRESHFIELDS BRUCKHAUS
DERINGER
65 FLEET STREET, LONDON
ENGLAND
UNITED KINGDOM EC4Y 1HS
DX 23 LONDON/CHANCERY
LANE

For official Use (02/06)
General Section

Post room

THURSDAY



LD2

LUX7QVGK
13/12/2007
COMPANIES HOUSE

284

The assistance is for the purpose of [that 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 121,135,849 ordinary shares of five pence each and one deferred share of five pence

The assistance is to be given to (note 2)

Payzone plc (446177 (Ireland)) whose registered office is at 4 Heather Road, Sandyford Industrial Estate, Dublin 18, Republic of Ireland

The assistance will take the form of

See Schedule 1

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

† Delete as
appropriate

Payzone plc (446177 (Ireland)) whose registered office is at 4 Heather Road, Sandyford Industrial Estate, Dublin 18, Republic of Ireland

The principal terms on which the assistance will be given are

See Schedule 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 £ See Schedule 3

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

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

The date on which the assistance is to be given is within 8 weeks of the date hereof

~~/~~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)

(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) [It is intended to commence the winding-up of this company within 12 months of that date, and we have formed the opinion that this 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 65 Fleet Street, London, EC4Y 1HS

Declarants to sign below

on

Day	Month	Year
05	12	2007

before me

C. Henrich (CLAUDIA HENDRISCHKE)
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 auditor's 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
DX 33050 Cardiff

or, for companies registered in Scotland -

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh
or LP-4 Edinburgh 2

Unless otherwise defined herein, defined terms shall have the same meaning as in the Facilities Agreement.

The assistance will take the form of the execution, delivery and performance of the documents listed at paragraphs 1 to 7 below:

1. the terms of a €332,000,000 credit agreement dated 28 September 2007 between, *inter alios*, Payzone plc, The Royal Bank of Scotland plc as Mandated Lead Arranger, Facility Agent and Security Agent and the financial institutions listed therein as Original Lenders (the *Facilities Agreement*) under which the Subsidiary will grant guarantees and indemnities as Additional Guarantor;
2. the terms of the accession letter (the *Accession Letter*) entered into on or about Completion by the Subsidiary pursuant to Clause 28.4 (*Additional Guarantors*) and Schedule 2 Part 2 (*Conditions Precedent required to be delivered by an Additional Obligor*) of the Facilities Agreement under which the Subsidiary will accede as Additional Guarantor;
3. the terms of an English law security agreement to be entered into by the Subsidiary on or about Completion pursuant to the terms of the Facilities Agreement in favour of The Royal Bank of Scotland plc as Security Agent under which the Subsidiary will create fixed and floating charges in favour of the Security Agent over all its respective assets and undertakings by way of security for its obligations under the Facilities Agreement (the *Security Agreement*);
4. the terms of the company intra-group loan agreement between Payzone plc as borrower and the Subsidiary and certain other group companies as lenders pursuant to which those group companies have or will make available a facility to Payzone plc to enable it to service its obligations under the Facilities Agreement (the *Intra-Group Loan Agreement*); and
5. by the performance of any other acts (including, without limitation, the payment of all fees to professionals, third parties and others in connection with the Acquisition) or the execution of any other documents (as the same shall be amended, supplemented, novated and/or replaced from time to time) ancillary or otherwise relating to the documents described at paragraphs 1 to 6 above.

Unless otherwise indicated, terms defined in Schedule 1 shall have the same meaning in Schedule 2.

1. By executing the Accession Letter thereby acceding to the Facilities Agreement, the Subsidiary irrevocably and unconditionally jointly and severally:
 - (a) guarantees to each Finance Party punctual performance by each Obligor of all of that Obligor's obligations under the Finance Documents, such guarantee to be a continuing guarantee, extending to the ultimate balance of all sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part;
 - (b) undertakes with each Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
 - (c) indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.
2. By executing the Security Agreement in favour of The Royal Bank of Scotland plc as Security Agent (the *Security Agent*), the Subsidiary (amongst other things):
 - (a) covenants with the Security Agent that it will pay or discharge the Secured Liabilities (as defined below) in the manner provided for in the Finance Documents;
 - (b) with full title guarantee charges in favour of the Security Agent 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 the Secured Liabilities; and
 - (c) undertakes, at its own expense, to take whatever action the Security Agent may require for creating, perfecting or protecting any security intended to be created by this Security Agreement or facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Parent and each Obligor under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents.

Defined terms used in this paragraph have the meaning given to them in the Security Agreement.

3. By executing the Intra-Group Loan Agreement the Subsidiary, *inter alios*, may make available monies to Payzone plc to make payments when due to, *inter alios*, the Finance Parties.

Form 155(6)b

**Schedule 3 – Amount of cash to be
transferred**

Unless otherwise indicated, terms defined in Schedule 1 and Schedule 2 shall have the same meaning in Schedule 3.

Such company amounts as the Subsidiary may be required to advance in accordance with the Intra-Group Loan Agreement.

The Directors
Cardpoint Limited
Transaction House
Skyways Commercial Campus
Amy Johnson Way
Blackpool
FY4 3RS

PricewaterhouseCoopers
One Spencer Dock
North Wall Quay
Dublin 1
Ireland
1 D E Box No 137
Telephone +353 (0) 1 792 6000
Facsimile +353 (0) 1 792 6200
www.pwc.com/ie

5 December 2007

Dear Sirs

Report of the Independent Auditor to the directors of Cardpoint Limited ("the Company") pursuant to Section 156(4) of the Companies Act 1985

We report on the attached statutory declaration dated 5 December 2007, prepared pursuant to the Companies Act 1985, in connection with the proposal that the Company's subsidiary undertaking, Moneybox Corporation Limited, should give financial assistance for the purchase of 121,135,849 of the ordinary shares of the Company. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

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 statutory declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers
Chartered Accountants and Registered Auditors

Ronan Murphy Olwyn Alexander Alan Bigley Sean Brodie Parac Burke Damian Byrne Pat Candon Mark Carter John Casey Mary Cleary Siobhán Collier Andrew Craig Thérèse Cregg Bill Cunningham Richard Day Fiona de Burca Gearóid Deegan Jean Delaney David Devlin Liam Diamond John Dillon Ronan Doyle John Dunne Kevin Egan Enda Faughnan John Fay Anne Fitzgerald Martin Freyne Ronan Furlong Maureen Guitkin Denis Harrington Teresa Harrington Paul Hennessy Mary Hoohan Ken Johnson Parac Joyce Ciaran Kelly Colin Kelly Joanne P Kelly John Kelly Susan Kilty Anita Kissane Chand Kohli John Loughlin Vincent MacMahon Damian McCarthy Tom McCarthy Teresa McColgan Enda McDonagh Caroline McDonnell Jim McDonnell John McDonnell Ivan McLoughlin James McNally Robin Menzies Jim Miffin Brian Neilan Damian Neylin Andy O'Callaghan Ann O'Connell Jonathan O'Connell Carmel O'Connor Denis O'Connor Donal O'Connor Marie O'Connor Paul O'Connor Terry O'Driscoll Mary O'Hara John O'Leary Dave O'Malley Garvan O'Neill Michael O'Neill Tim O'Rahilly Billy O'Riordan Feargal O'Rourke Joe O'Shea Ken Owens George Reddin Dermot Reilly Bob Semple Mike Sullivan Billy Sweetman Paul Tuite David Tynan Joe Tynan Pat Wall Aidan Walsh Mary Walsh Tony Weldon

Also at Cork Galway Kilkenny Limerick Waterford and Wexford

PricewaterhouseCoopers is authorised by the Institute of Chartered Accountants in Ireland to carry on investment business