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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

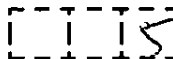
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4098226

Name of company

* Cardpoint Limited (the **Chargor**)

Date of creation of the charge

5 December 2007

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

A security agreement dated 5 December 2007 between the Chargor and the
Security Agent (as defined below) (the **Deed**)

Amount secured by the mortgage or charge

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 (the
Secured Liabilities)

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

The Royal Bank of Scotland plc, 5th Floor, 135 Bishopsgate, London (the
Security Agent)

Postcode EC2M 3UR

Presentor's name address and
reference (if any)

Allen & Overy LLP
One Bishops Square
London
E1 6AO

TJB/JASA BK 7900539 1

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



ADP7LVIH

A12

15/12/2007

29

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation sheets

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

-Nil-

Signed

Allen Coveny LLP

Date *13* December 2007

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 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 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 situated 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**.

1. CREATION OF SECURITY

1.1 General

(a) All the security created under the Deed

- (i) is created in favour of the Security Agent,
- (ii) is created over present and future assets of the Chargor,
- (iii) is security for the payment of all the Secured Liabilities, and
- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document

- (i) the Chargor must notify the Security Agent promptly,
- (ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself, and
- (iii) unless the Security Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed

(c) The Security Agent holds the benefit of the Deed on trust for the Secured Parties

1.2 Land

(a) The Chargor charges

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, this includes the real property (if any) specified in schedule 2 (Real Property) to the Deed, and
- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property

(b) A reference in this subclause to a mortgage or charge of any freehold or leasehold property includes

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property owned by the Chargor, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

1.3 Investments

(a) The Chargor charges

- (i) by way of a first legal mortgage all shares in any member of the Group owned by it or held by any nominee on its behalf,
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf, and
 - (iii) by way of first legal mortgage the Shares
- (b) A reference in this subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes
- (i) any dividend or interest paid or payable in relation to it, and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

1.4 Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession

1.5 Credit balances

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Bank Account and the debt represented by it, this includes the Bank Accounts (if any) specified in schedule 3 (Bank Accounts) to the Deed

1.6 Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest

1.7 Other contracts

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of

- (a) any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this clause, this includes the agreements (if any) specified in schedule 4 (Relevant Contracts) to the Deed,
- (b) any letter of credit issued in its favour, and
- (c) any bill of exchange or other negotiable instrument held by it

1.8 Intellectual property

The Chargor charges by way of a first fixed charge, all of its rights in respect of

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right,
- (b) any copyright or other intellectual property monopoly right, or

- (c) any interest (including by way of licence) in any of the above,
in each case whether registered or not and including all applications for the same

1.9 Hedging

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any Hedging Agreements

1.10 Miscellaneous

The Chargor charges by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital

1.11 Floating charge

- (a) The Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under the Deed
- (b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by this subclause into a fixed charge as regards any of the Chargors' assets specified in that notice, if
 - (i) an Event of Default is outstanding, or
 - (ii) the Security Agent reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) The floating charge created by this subclause may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,under the Insolvency Act 2000
- (d) The floating charge created by the Deed will automatically convert into a fixed charge over all of the Chargors' assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator
- (e) The floating charge created by this subclause is a **qualifying floating charge** for the purpose of paragraph 14 of schedule B1 to the Insolvency Act 1986

2. RESTRICTIONS ON DEALINGS

The Chargor must not

- (a) create or permit to subsist any Security on any Security Asset, or
 - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly allowed in accordance with the Credit Agreement

In this Form 395

Accession Letter means a document substantially in the form set out in schedule 7 (Form of Accession Letter) of the Credit Agreement or a Hedge Counterparty Accession Agreement

Additional Borrower means a company which becomes a Borrower in accordance with clause 28 (Changes to the Obligors) of the Credit Agreement

Additional Guarantor means a company which becomes a Guarantor in accordance with clause 28 (Changes to the Obligors) of the Credit Agreement

Affiliate means, 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

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

Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with clause 7 (Ancillary Facilities) of the Credit Agreement

Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 7 (Ancillary Facilities) of the Credit Agreement

Arranger means The Royal Bank of Scotland plc

Bank Account means any account in the name of the Chargor and the debt represented by it

Borrower means the Parent or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (Changes to the Obligors) of the Credit Agreement

Compliance Certificate means a certificate substantially in the form set out in schedule 10 (Form of Compliance Certificate) of the Credit Agreement

Credit Agreement means the €332,000,000 credit agreement dated 28 September 2007 between (among others) Payzone plc and the Security Agent

Event of Default means any event or circumstance specified as such in clause 26 (Events of Default) of the Credit Agreement

Facility Agent means The Royal Bank of Scotland plc

Fee Letter means

- (a) any letter or letters dated on or about the date of the Credit Agreement between the Arranger and the Parent (or the Facility Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in clause 15 (Fees) of the Credit Agreement, and
- (b) any agreement setting out fees payable to a Finance Party referred to in clause 15.5 (Interest, commission and fees on Ancillary Facilities) of the Credit Agreement or under any other Finance Document

Finance Documents means the Credit Agreement, the Syndication Letter, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging 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 Facility Agent and the Parent

Finance Party means the Facility Agent, the Arranger, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender

Group means the Parent and its Subsidiaries from time to time

Guarantor means the Parent or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 28 (Changes to the Obligors) of the Credit Agreement

Hedge Counterparty means any person which has become a party to the Credit Agreement as a Hedge Counterparty in accordance with the provisions of clause 2.4 (Hedging) and schedule 15 (Intercreditor Arrangements) of the Credit Agreement

Hedge Counterparty Accession Agreement means a letter, substantially in the form of schedule 9 (Form of Hedge Counterparty Accession Agreement) of the Credit Agreement, with such amendments as the Facility Agent, the relevant Hedge Counterparty and the Parent may agree

Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Parent and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Term Facilities in accordance with the Hedging Letter delivered to the Facility Agent under clause 4.1 (Initial conditions precedent) of the Credit Agreement

Hedging Letter has the meaning given to that term in part 1 of schedule 2 (Conditions precedent) of the Credit Agreement

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

Lender means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 27 (Changes to Lenders) of the Credit Agreement

Obligor means a Borrower or a Guarantor

Original Lender means the financial institutions listed in schedule 1 (Lenders and Commitments) of the Credit Agreement as lenders

Parent means Payzone plc, a company incorporated in the Republic of Ireland registered number 446177

Party means a party to the Credit Agreement

Resignation Letter means a letter substantially in the form set out in schedule 8 (Form of Resignation Letter) of the Credit Agreement

Secured Parties means the Security Agent, the Facility Agent, each Lender, each Hedge Counterparty and each Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender) from time to time party to the Credit Agreement

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

Security Assets means all assets of the Chargor the subject of any security created by the Deed

Selection Notice means a notice substantially in the form set out in part 2 of schedule 3 (Requests) of the Credit Agreement (in accordance with clause 13 (Interest Periods) of the Credit Agreement in relation to a Term Facility

Shares means the shares in Cardpoint Group Limited and Moneybox Limited

Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership

Syndication Letter means the letter so designated dated on or about the date of the Credit Agreement between the Arranger and the Parent

Term Facility means Term Facility A, Term Facility B, Term Facility C or Term Facility D

Term Facility A means the term facility made available under the Credit Agreement as described in paragraph (a)(i) of clause 2.1 (The Facilities) of the Credit Agreement

Term Facility B means the term facility made available under the Credit Agreement as described in paragraph (a)(ii) of clause 2.1 (The Facilities) of the Credit Agreement

Term Facility C means the term facility made available under the Credit Agreement as described in paragraph (a)(iii) of clause 2.1 (The Facilities) of the Credit Agreement

Term Facility D means the term facility made available under the Credit Agreement as described in paragraph (a)(iv) of clause 2.1 (The Facilities) of the Credit Agreement

Transaction Security Document means each of the documents listed as being a Transaction Security Document in paragraph 3(e) of part 1 of schedule 2 (Conditions precedent) of the Credit Agreement and any document required to be delivered to the Facility Agent under paragraph 14 of part 2 of schedule 2 (Conditions precedent) of the Credit 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

Utilisation Request means a notice substantially in the relevant form set out in part 1 of schedule 3 (Requests) of the Credit Agreement

the term **this Security** means any security created by the Deed

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 SECURITY AGREEMENT DATED THE 5th DECEMBER 2007 AND CREATED BY CARDPOINT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE PARENT AND EACH OBLIGOR TO ANY SECURED PARTY 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 15th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th DECEMBER 2007.

PO
SA



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES