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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

051325/10

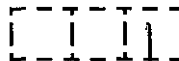
395

Pursuant to section 395 of the Companies Act 1985



To the Registrar of Companies

For official use Company number



04098226

Name of company

* CARDPOINT PLC (the "Chargor")

Date of creation of the charge

30 September 2002

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

Debenture (and Floating Charge) (the "Debenture")

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 now or at any time in the future 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 the Debenture (the "Secured Obligations").

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

The Governor and Company of the Bank of Scotland, London Chief Office, Corporate Banking Division, 38 Threadneedle Street, London EC2P 2EH (the "Bank")

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

Travers Smith Braithwaite
10 Snow Hill
London
EC1A 2AL

CYP/B.1159-87/1808932

Time critical reference

For official use
Mortgage Section

Post room



A45
COMPANIES HOUSE

0845
04/10/02

Short particulars of all the property mortgaged or charged

1. Specific Charges

By the Debenture the Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations charged to the Bank:-

1.1 by way of equitable mortgage the Property;

1.2 by way of specific charge all Machines;

1.3 by way of specific charge and agreed to mortgage to the Bank the Investments;

1.4 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;

(see continuation sheet 1)

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Travers Bank Birtles

Date

2/10/02

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

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Company Number

04098226

Name of Company

CARDPOINT PLC (the "Chargor")

~~limited~~*

* delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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

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1.5 by way of specific charge the goodwill (including, without limitation, all brand names) and the uncalled capital both present and future of the Chargor;

1.6 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;

1.7 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;

1.8 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 present and future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to the Property;

1.9 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; and

1.10 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.

2. Floating Charge

By the Debenture the Chargor with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations charged to the Bank by way of floating charge the undertaking and all property, assets and rights of the Chargor, whatsoever and wheresoever, both present and future (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 the Debenture).

3. Assignments by way of Security

By the Debenture the Chargor with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations assigned and agreed to assign by way of security to the Bank:-

3.1 all its rights, title and interest in and to the Life Policies;

3.2 all its rights, title and interest in and to each Receivables Account and any moneys from time to time standing to the credit of any such account; and

3.3 all its rights, title and interest in and to all licences, contracts or other agreements relating to the ownership, operation or installation of all or any Machines.

(see continuation sheet 2)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

04098226

Name of Company

CARDPOINT PLC (the "Chargor")

~~limited~~

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

Doc ID. 1810807

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

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Company Number

04098226

Name of Company

CARDPOINT PLC (the "Chargor")

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

Doc ID. 1810813

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

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4. Negative Pledge

By the Debenture the Chargor agreed that it will not, save as permitted under the Agreement or the Debenture:-

4.1 Encumbrances : (except as expressly permitted by the Agreement) create, agree to create or permit to subsist any encumbrance 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; or

4.2 Disposals : (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 Bank 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).

5. Definitions

In this form 395, the following words and phrases shall have the following meanings:-

Agreement : the facility agreement dated 10 September 2002 made between the Chargor (as borrower) and the other companies referred to therein (as original guarantors) and the Bank (as bank) whereby it was agreed that there should be made available to the Chargor a loan facility of up to £5,000,000 upon the terms and conditions contained in it.

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 now or in the future be the subject of the security constituted or intended to be constituted by the Debenture.

Debts :

(a) all book debts, both present and future, due or owing to the Chargor and all other monetary debts and claims, choses in action and other rights and benefits both present and future (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 present and future, 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 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.

(see continuation sheet 3)

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

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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 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 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 Debenture).

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 now or in the future belonging to or held by the Chargor or any nominee of the Chargor.

Investments : the Securities and the Derivative Assets.

Licences : all licences, consents and authorisations (statutory or otherwise) now or in the future 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 : the policies of life assurance details of which are set out in the Debenture and any other policies of life assurance in which the Chargor may now or hereafter have an interest including, without limitation, any new policy.

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

Policies : the policies of insurance details of which are set out in the Debenture, any other policies of insurance in which the Chargor may now or hereafter have an interest and the Life Policies.

Property : all freehold and leasehold properties and other real property both present and future of the Chargor 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 in accordance with the provisions of the Debenture.

Receiver : a receiver and/or manager (including, as the context admits, an administrative receiver) appointed pursuant to 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) whether marketable or otherwise and all other interests (including loan capital) of the Chargor both present and future in any company, firm, consortium or entity wherever situate including, without limitation, shares representing the entire issued share capital of its wholly owned subsidiary namely Cash Card Holdings Limited, a company incorporated in England and Wales with registered number 3605427.

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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 DEBENTURE DATED THE 30th SEPTEMBER 2002 AND CREATED BY CARDPPOINT PLC 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 4th OCTOBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th OCTOBER 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —