

August 13, 2015

TO: THE PARTIES LISTED ON SCHEDULE A HERETO (collectively, the "**Addressees**")

Dear Sirs/Mesdames:

Re: Amendment to the Collateral Agency Agreement

We refer you to the Amended and Restated Collateral Agency and Intercreditor Agreement made as of July 23, 2012 (as amended and supplemented from time to time, the "**Collateral Agency and Intercreditor Agreement**"), among DirectCash Payments Inc., DirectCash Canada Limited Partnership, DirectCash ATM Processing Partnership and DCP Holdings Australia Pty Ltd., as joint and several borrowers (collectively, the "**Existing Borrowers**" and each, an "**Existing Borrower**"), the other "Loan Parties" (as defined therein) party thereto, Bank of Montreal ("**BMO**") and certain other banks and financial institutions, as lenders (collectively, the "**Existing Bank Lenders**"), National Australia Bank Limited ("**NAB**"), in its capacity as bailment provider, BMO, as administrative agent for the Existing Bank Lenders (in such capacity, the "**Bank Administrative Agent**"), BMO, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**") and others. Capitalized terms used in this letter agreement and not otherwise defined shall have the meanings ascribed to such terms in the Collateral Agency and Intercreditor Agreement.

As you may know, (i) the Existing Borrowers, DC Payments Australasia Pty Ltd. (formerly ATM Solutions Australasia Pty Ltd.) and DC Payments UK Limited, as borrowers (collectively, the "**Borrowers**"), (ii) certain of the Existing Bank Lenders and certain other banks and financial institutions, including, without limitation, Laurentian Bank of Canada, as lenders (collectively, the "**Bank Lenders**"), (iii) the Bank Administrative Agent, as administrative agent, (iv) BMO, as Canadian payment agent for the Canadian Bank Lenders (the "**CAD Payment Agent**"), and (v) NAB, as Australian payment agent for the Australian Bank Lenders (NAB in such capacity, the "**AU Payment Agent**"), and together with the CAD Payment Agent, the "**Payment Agents**") are entering into a syndicated loan facility agreement that will further amend and restate the current Principal Bank Credit Agreement to, *inter alia*, add BMO and NAB as Payment Agents and amend certain of the other covenants, terms and conditions contained therein (the "**Syndicated Loan Agreement**"). Upon the satisfaction of the conditions precedent set out in the Syndicated Loan Agreement, the Syndicated Loan Agreement will be the Principal Bank Credit Agreement.

By executing a counterpart PDF copy of this letter agreement, you hereby acknowledge and agree that for the purpose of the definitions of "Bank Obligations" and "Secured Parties" in Section 1.1 of the Collateral Agency and Intercreditor Agreement, each reference to "Bank Administrative Agent" therein shall be deemed to include the Payment Agents, in addition to BMO in its capacity as administrative agent for the Bank Lenders.

By its execution of a counterpart PDF copy of this letter agreement, each Payment Agent acknowledges receipt of a copy of the Collateral Agency and Intercreditor Agreement and agrees to be bound by the terms of the Collateral Agency and Intercreditor Agreement as a Secured Party. Its address for notice for

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purposes of the Collateral Agency and Intercreditor Agreement shall be its respective address for notice set out in Schedule "A" attached hereto, or such other address as it may from time to time notify the other parties party to the Collateral Agency and Intercreditor Agreement.

By its execution of a counterpart PDF copy of this letter agreement, the Bank Administrative Agent acknowledges and agrees that it is acting on the instructions of the Bank Lenders and is so authorized on behalf of the Bank Lenders to enter into this letter agreement on their behalf.

By its execution of a counterpart PDF copy of this letter agreement, each of the parties hereto agrees that this letter agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Nothing in this letter agreement shall affect any right that the Collateral Agent or any Secured Party may otherwise have to bring any action or proceeding relating to the Collateral Agency and Intercreditor Agreement as amended by this letter agreement or any other Security Document against a Borrower or any other Loan Party or their respective properties in the courts of any jurisdiction.

Please acknowledge your agreement to the terms of this letter agreement by signing below.

Yours truly,

BANK OF MONTREAL, as Collateral Agent

Per: *Signed*

Acknowledged and agreed to as of the date first written above by:

DIRECTCASH PAYMENTS INC., as a Borrower

By: _____ *Signed*
Name: Jeffrey J. Smith
Title: President, Chief Executive Officer and Director

Acknowledged and agreed to as of the date first written above by:

DIRECTCASH CANADA LIMITED PARTNERSHIP, by
its general partner **DirectCash Management Inc.**, as a
Borrower

By: _____ *Signed*
Name: Jeffrey J. Smith
Title: President, Chief Executive Officer and Director

Acknowledged and agreed to as of the date first written above by:

DIRECTCASH ATM PROCESSING PARTNERSHIP, by
its managing partner **DirectCash Management Inc.**, as
a Borrower

By: _____ *Signed*
Name: Jeffrey J. Smith
Title: President, Chief Executive Officer and Director

Acknowledged and agreed to as of the date first written above by:

**SIGNED for DCP HOLDINGS AUSTRALIA
PTY LTD.** as a Borrower under power of
attorney in the presence of:

Signed

Signature of witness

Signed

Signature of attorney

Name

Name

Date of power of attorney

Acknowledged and agreed to as of the date first written above by:

Signed for and on behalf of
**DC Payments Australasia
Pty Ltd., as a Borrower**, by
its attorney under a power of
attorney dated
in the presence of:

Signed

Signature of witness

Signed

Signature of attorney who
declares that the attorney has
not received any notice of the
revocation of the power of
attorney

Full name of witness

Full name of attorney

Acknowledged and agreed to as of the date first written above by:

DC PAYMENTS UK LIMITED., as a Borrower

By: *Signed*

Name: Jeffrey J. Smith

Title:

Acknowledged and agreed to as of the date first written above by:

Executed on behalf of **National Australia
Bank Limited, as Bailment Provider** by its
Attorney

who holds the position of Level 2 Attorney
under Power of Attorney dated 1/3/2007 in
the presence of:

Signed

Signature of witness

←

Signed

Signature of attorney ←

Name of witness (print)

Acknowledged and agreed to as of the date first written above by:

**BANK OF MONTREAL, as Bank Administrative
Agent**

By: _____ *Signed*
Name: _____
Title: _____

Acknowledged and agreed to as of the date first written above by:

Executed on behalf of **National Australia
Bank Limited, as AU Payment Agent** by its
Attorney

who holds the position of Level 2 Attorney
under Power of Attorney dated 1/3/2007 in
the presence of:

Signed

Signature of witness

←

Signed

Signature of attorney ←

Name of witness (print)

Acknowledged and agreed to as of the date first written above by:

BANK OF MONTREAL, as CAD Payment Agent

By: _____ *Signed*
Name: _____
Title: _____

SCHEDULE "A"

ADDRESSEES

DIRECTCASH PAYMENTS INC., as Borrower

Bay #6, 1420 28th Street N.E.
Calgary, Alberta T2A 7W6

Attention: President
Telecopier: (403) 451-3001

DIRECTCASH CANADA LIMITED PARTNERSHIP, as Borrower

Bay #6, 1420 28th Street N.E.
Calgary, Alberta T2A 7W6

Attention: President
Telecopier: (403) 451-3001

DIRECTCASH ATM PROCESSING PARTNERSHIP, as Borrower

Bay #6, 1420 28th Street N.E.
Calgary, Alberta T2A 7W6

Attention: President
Telecopier: (403) 451-3001

DCP HOLDINGS AUSTRALIA PTY LTD. , as Borrower

Bay #6, 1420 28th Street N.E.
Calgary, Alberta T2A 7W6

Attention: President
Telecopier: (403) 451-3001

DC PAYMENTS AUSTRALASIA PTY LTD., as Borrower

Bay #6, 1420 28th Street N.E.
Calgary, Alberta T2A 7W6

Attention: President
Telecopier: (403) 451-3001

DC PAYMENTS UK LIMITED., as Borrower

Bay #6, 1420 28th Street N.E.
Calgary, Alberta T2A 7W6

Attention: President
Telecopier: (403) 451-3001

BANK OF MONTREAL, as Bank Administrative Agent, on behalf of the Bank Lenders and as Swap Party
and Service Agreement Party

Bank of Montreal
Loan Products Group/
Investment and Corporate Banking
100 King Street West, 4th Floor
Toronto, Ontario M5X 1H3

Attention: Vice President
Facsimile: 416-359-7796

NATIONAL AUSTRALIA BANK LIMITED, as Bailment Provider

Level 28, 500 Bourke Street, Melbourne, Victoria, 3000
Facsimile: 1 300 889 390
Attention: Michael Logan

BANK OF MONTREAL, as Payment Agent

Bank of Montreal
Loan Products Group/
Investment and Corporate Banking
100 King Street West, 4th Floor
Toronto, Ontario M5X 1H3

Attention: Vice President
Facsimile: 416-359-7796

NATIONAL AUSTRALIA BANK LIMITED, as Payment Agent

Level 28, 500 Bourke Street, Melbourne, Victoria, 3000
Facsimile: 1 300 889 390
Attention: Michael Logan