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DATED

9 JANUARY

2006

We certify this document as a true copy of the original.

Date: 18 JANUARY 2006
Eversheds LLP EVERSHEADS LLP

- (1) LINK INTERCHANGE NETWORK LIMITED
- (2) LINK GROUP HOLDINGS LIMITED

AGREEMENT

for the sale and purchase of shares in and ancillary loan to
Mobile ATM Limited

THURSDAY



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COMPANIES HOUSE



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CONTENTS

Clause		Page
1	INTERPRETATION.....	1
2	SALE AND PURCHASE.....	2
3	CONSIDERATION	3
4	COMPLETION.....	3
5	ASSIGNMENT OF THE AGREEMENTS	4
6	FURTHER ASSURANCE.....	4
7	GENERAL.....	4

BETWEEN

- (1) LINK INTERCHANGE NETWORK LIMITED (registered in England and Wales No 03565766) whose registered office is at Arundel House, 1 Liverpool Gardens, Worthing, Sussex BN11 1SL ("the Vendor"); and
- (2) LINK GROUP HOLDINGS LIMITED (registered in England and Wales No 05268437) whose registered office is also at Arundel House, 1 Liverpool Gardens, Worthing, Sussex BN11 1SL ("the Purchaser").

BACKGROUND

- (A) The Purchaser is a wholly owned subsidiary of the Vendor.
- (B) The Vendor has agreed to sell and the Purchaser has agreed to buy the Shares and the Loan, upon and subject to the terms set out in this Agreement.
- (C) The Vendor has also agreed to assign its rights in the Shareholders Agreement and the Link Loan Agreements to the Purchaser, upon and subject to the terms set out in this Agreement.
- (D) The Vendor is entitled to transfer the Shares to the Purchaser pursuant to clause 12.5 of the Shareholders Agreement and assign the Link Loan Agreements to the Purchaser pursuant to clause 7.1 of the LINK Loan Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

In this Agreement (including the recitals):

- 1.1 the following expressions have the following meanings unless inconsistent with the context:

the "Agreements" each of the Shareholders Agreement and the LINK Loan Agreements

the "Assets" the assets listed in clause 2.1

"the Company" Mobile ATM Limited (registered number 04831976) whose registered office is at Unit 4, Brentside Executive Centre, Great West Road, Brentford, Middlesex TW8 9HE

"Completion" completion of the sale and purchase of the Assets under this Agreement in accordance with clause 4

"Consideration Share" has the meaning given in clause 3.2

"Effective Time" the date of this Agreement

"LINK Loan Agreements" the loan agreement dated 24 March 2004 between the Vendor (1) and the Company (2) as varied by a Loan Agreement - Amendment 1 dated March 2005 and a further Loan Agreement - Amendment 2 dated 1 November 2005, pursuant to which the Vendor has advanced to the Company the Loan

"the Loan" the interest free loan of £1,090,000 in aggregate, all of which remains outstanding at the Effective Time, which has been advanced by the Vendor to the Company pursuant to the LINK Loan Agreements

"Shares" 10,000 B ordinary shares of £1 each in the capital of the Company

"Shareholders Agreement" the shareholders agreement dated 24 March 2004 originally made between MCHEX Limited (1) the Vendor (2) the Company (3) and Morse plc ("**Morse**") (4) as varied;

- 1.2 references to any statute or statutory provision include, unless the context otherwise requires, a reference to the statute or statutory provision as modified or re-enacted and in force from time to time prior to Completion and any subordinated legislation made under the relevant statute or statutory provision in force prior to Completion;
- 1.3 references to the singular include the plural and vice versa;
- 1.4 the headings in this Agreement will not affect its interpretation;
- 1.5 any phrase introduced by the term "include", "including", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term; and
- 1.6 the word "indemnify" in this Agreement means to indemnify, keep indemnified and hold harmless the relevant party in full and on demand from and against all costs, expenses, liabilities, injuries, losses, damages, claims, proceedings (including legal and other professional fees and expenses) which the indemnified party incurs or suffers and "indemnity", "indemnifies" and all similar wording have a corresponding meaning.

2. **SALE AND PURCHASE**

- 2.1 The Vendor will sell with full title guarantee free from all liens, charges, encumbrances, equities or third party rights and the Purchaser will purchase as at the Effective Time:
 - 2.1.1 the Loan;
 - 2.1.2 the Shares; and
 - 2.1.3 to the extent that the Vendor is legally able to assign the same, all of the Vendor's rights and benefits under the Agreements and the Vendor will at the Purchaser's request and cost give to the Purchaser all reasonable assistance to enable the Purchaser to assume the benefit of and enforce those rights.

- 2.2 The Shares and the Loan are sold with all rights attached or accruing to them at or after the Effective Time.

3. **CONSIDERATION**

- 3.1 The aggregate consideration for the sale and purchase of the Assets ("the Consideration") will be:

3.1.1 the sum of £10,000 for the Shares (being the book value thereof as shown in the Vendor's accounting records immediately prior to the signature of this Agreement);

3.1.2 the sum of £1,090,000 for the Loan (being the book value thereof as shown in the Vendor's accounting records immediately prior to the signature of this Agreement); and

3.1.3 the sum of £1 for the other Assets.

- 3.2 The Consideration will be satisfied by the allotment and issue by the Purchaser to the Vendor upon Completion of one ordinary share of £1 in the capital of the Purchaser credited as fully paid up ("the Consideration Share") free from all liens, equities, charges and encumbrances (such Consideration Share being allotted at a total subscription price of £1,100,001 representing £1 nominal value plus £1,100,000 share premium being the minimum premium value for the purpose of group reconstruction relief under section 132 of the Companies Act 1985).

4. **COMPLETION**

Completion of the sale and purchase of the Assets under this Agreement ("Completion") will take place immediately after the execution of this Agreement (or such other date or time as the Vendor and the Purchaser may agree) when:

- 4.1 The following items will be produced and delivered by the Vendor:

4.1.1 an executed transfer of the Shares in favour of the Purchaser together with the share certificate for the Shares (or in the case of any lost certificate an indemnity satisfactory to the Purchaser in relation to it);

4.1.2 any waiver, consent or other document necessary to give the Purchaser (or its nominee(s)) full legal and beneficial ownership of the Shares; and

4.1.3 an executed assignment of the Loan and the LINK Loan Agreements in favour of the Purchaser, such assignment to be in the form reasonably required by the Purchaser.

- 4.2 Upon completion of the matters referred to above the Purchaser will procure that a duly convened board meeting is held at which the Consideration Share is allotted and issued to the Vendor (credited as fully paid) and that the Vendor's name is entered in the register of members of the Purchaser in respect of the Consideration Share and the Purchaser will deliver to the Vendor a definitive share certificate in respect of the Consideration Share.

- 4.3 The Vendor will procure that duly convened board meetings of the Company are held at which the transfer referred to in clause 4.1.1 (subject to stamping if not previously effected) is approved for registration in the books of the Company.

5. **ASSIGNMENT OF THE AGREEMENTS**

- 5.1 The parties hereby agree that:

5.1.1 all of the Vendor's rights under the Agreements shall be assigned to the Purchaser with effect from the Effective Time and pending such assignment shall be held by the Vendor upon trust for the Purchaser absolutely; and

5.1.2 the Purchaser will with effect from the Effective Time assume, adopt and perform the obligations of the Vendor under the Agreements and the Purchaser will indemnify the Vendor against all losses, liabilities or costs incurred by the Vendor as a result of the Purchaser's performance of (or failure to perform) the Vendor's obligations under the Agreements after the Effective Time to the extent that the loss, liability or cost is attributable to the Purchaser's act or omission after the Effective Time.

6. **FURTHER ASSURANCE**

The Vendor undertakes to and agrees with the Purchaser that it will at the request and cost of the Purchaser do or procure the doing of all such further acts and things and execute or procure the execution of all such documents as the Purchaser may require to vest in the Purchaser the legal and beneficial ownership of the Assets in accordance with this Agreement.

7. **GENERAL**

- 7.1 This Agreement will be binding on and will enure for the benefit of each party's successors but will not be assignable by any party or its successors without the written consent of the other party.

- 7.2 Except insofar as the same have been fully performed at Completion, the provisions in this Agreement will continue in full force and effect notwithstanding Completion.

- 7.3 Failure or delay by either party in exercising any right or remedy under this Agreement will not in any circumstances operate as a waiver of it, nor will any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right or remedy.

- 7.4 Any waiver of any breach of, or any default under, any of the terms of this Agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.

- 7.5 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by English law. The English Courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

- 7.6 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 7.7 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

SIGNED by LINK INTERCHANGE)
NETWORK LIMITED)
acting by P GERRARD and A. J. WILSON)
a director and its secretary or two directors:)

Director

~~Director/Secretary~~

SIGNED by LINK GROUP HOLDINGS)
LIMITED acting by KSHIELDS and A. J. WILSON)
a director and its secretary or two directors:)

Director

~~Director/Secretary~~