

Key Step 5.1.5(B)

DATED 31 August 2006  
31/08

BARCOM LIMITED

and

GE CAPITAL CORPORATION (HOLDINGS)

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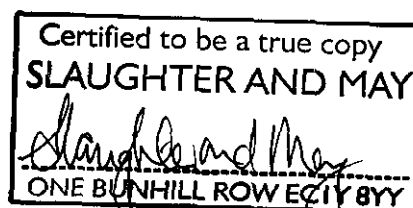
Agreement for the transfer of shares in  
Key Leasing Limited

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Slaughter and May  
One Bunhill Row  
London EC1Y 8YY  
(CFIS/EZW)

CD062370004



THIS AGREEMENT is made the 31 day of August 2006

BETWEEN:

- (1) Barcom Limited of 100 Barbirolli Square, Manchester, M2 3AB (registered in England and Wales No. 02158109) (the "Transferee"); and
- (2) GE Capital Corporation (Holdings) of 100 Barbirolli Square, Manchester, M2 3AB (registered in England and Wales No. 02849023) (the "Transferor").

WHEREAS:

- (A) The Transferor is or will be the legal and beneficial owner of 1 million ordinary shares of £1 each (the "Shares") in the capital of Key Leasing Limited (the "Company") (registered in England and Wales No. 01500252).
- (B) The Transferor proposes to transfer, and the Transferee proposes to acquire, the Shares in accordance with the terms of this agreement.

IT IS HEREBY AGREED as follows:

**1. Interpretation**

In this agreement, unless otherwise specified:

- (A) references to clauses and sub-clauses, are to clauses and sub-clauses of, this agreement;
- (B) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted; and
- (C) headings to clauses and schedules are for convenience only and do not affect the interpretation of this agreement.

**2. Definitions**

**Consideration Shares** means 5 million new ordinary shares of 20 pence each in the capital of the Transferee.

**3. Transfer**

- (A) The Transferor shall transfer, and the Transferee shall acquire, all of the Shares together with all rights of whatsoever nature attached or accruing to such Shares at the date hereof.

- (B) The Transferor has the right to transfer or procure the transfer of the legal and beneficial title to the Shares.
- (C) The Shares shall when sold or assigned hereunder be free from all charges and encumbrance and from all other rights exercisable by or claims by third parties.
- (D) For the avoidance of doubt, Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply for the purposes of this Clause.

**4. Consideration**

The consideration for the transfer of the Shares shall be the issue and allotment by the Transferee to the Transferor of the Consideration Shares.

**5. Completion**

- (A) Completion of the transfer and acquisition as set out in clauses 2 and 3 above ("**Completion**") shall take place on 31 August 2006 at such offices as the parties may agree.
- (B) At Completion:
  - (i) the Transferor shall deliver to the Transferee a Declaration of Trust, duly executed by the Transferor in the form previously approved by the Transferee, by which the Transferee shall become beneficially entitled to the Shares; and
  - (ii) the Transferee shall provide such evidence as the Transferor may reasonably require of the allotment of the Consideration Shares.

**6. Further assurance**

At or following Completion, each party shall execute or provide all such further documents and do all such further acts and things as may be reasonably required by the other party (including without limitation the delivery of a duly executed and stamped share transfer form transferring the legal title to the Shares or the Consideration Shares) for transferring or vesting in the Transferee or the Transferor (as appropriate) the legal and beneficial ownership of the Shares or the Consideration Shares (as appropriate) in order to give full and proper effect to this agreement.

**7. Costs**

Each party shall bear its own costs and expenses in connection with the preparation and implementation of this agreement.

**8. Counterparts**

This agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this agreement, but all the counterparts shall together constitute but one and the same instrument.

**9. Entire Agreement**

- 9.1 This agreement constitutes the whole and only agreement between the parties relating to the subject matter of this agreement.
- 9.2 Each party acknowledges that in entering into this agreement it is not relying upon any pre-contractual statement which is not set out in this agreement.
- 9.3 Except in the case of fraud, no party shall have any right of action against any other party to this agreement arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this agreement.
- 9.4 For the purposes of this clause, "pre-contractual statement" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this agreement made or given by any person at any time prior to the date of this agreement.


**10. Governing law**

This agreement shall be governed by and construed in all respects in accordance with English law.

AS WITNESS the hands of duly authorised representatives of the parties the day and year first above written.

SIGNED by

for and on behalf of  
BARCOM LIMITED

SIGNED by

for and on behalf of  
GE CAPITAL CORPORATION (HOLDINGS)

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