SHARE PURCHASE AGREEMENT

Mobile Lottery Solutions acquisition of 50 common shares in the capital of Celsport Ventures Inc. from Frank Palmer, Robin Lecky, Aaron Fader and Tima Fader

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made effective as of the ~~13~~ 24th day of July, 2007

BETWEEN:

FRANK WILLIAM PALMER, an individual residing at 601 – 499 Drake Street, Vancouver, British Columbia V6B 1B1

("**Palmer**")

AND:

ROBIN DWIGHT LECKY, an individual residing at 774 Millbank, Vancouver, British Columbia V5Z 3Z3

("**Lecky**")

AND:

AARON EDWARD FADER, an individual residing at 2296 – 148th Street, Surrey, British Columbia V4A 4M7

("**Fader**")

AND:

TIMA FADER, an individual residing at 2296 – 148th Street, Surrey, British Columbia V4A 4M7

("**Tima**")

(Palmer, Lecky, Aaron Fader and Tima collectively the "**Vendors**")

AND:

MOBILE LOTTERY SOLUTIONS INC., a company incorporated under the laws of the Province of British Columbia, with an office at 638 Millbank, Vancouver, British Columbia, V5Z 4B7

(the "**Purchaser**")

WHEREAS:

A. The Vendors are the registered and beneficial owners of the following issued and outstanding shares in the capital of Celsport Ventures Inc. (the "**Company**") (the "**Shares**") representing fifty percent (50%) of the issued and outstanding shares of the Company:

- Palmer – 5 common shares
- Lecky – 27.5 common shares

- Fader – 8.75 common shares
- Tima – 8.75 common shares

B. Fader, the Purchaser, Media Games Inc. and the Company have entered into a settlement agreement dated even date herewith whereby Fader has agreed to settle certain claims against Bryan Hughes, B.G. Hughes Holdings Inc. and Media Games Inc. (the "**Settlement Agreement**"); and

C. The Vendors, as the registered and beneficial owners of the Shares, have agreed to sell, and the Purchaser has agreed to purchase, the Shares, on the terms and conditions contained in this Agreement.

TERMS OF AGREEMENT

In consideration of the premises and the covenants and agreements contained in this Agreement, the parties agree with each other as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

(a) "**Affiliate**" has the meaning set out in the British Columbia Business Corporations Act;

(b) "**Agreement**" means this agreement and all amendments made hereto by written agreement between the Vendors and the Purchaser;

(c) "**Business**" means the games listed in Schedule "A" (the "Games"), the game development, intellectual property, ownership, marketing and sales business of the Company;

(d) "**Closing Date**" means five (5) business day after the Purchaser has received written approval for both this Agreement and the Finder's Fee Letter Agreement transaction from the Exchange, or such other date as may be mutually agreed upon in writing by the parties;

(e) "**Finder's Fee Letter Agreement**" means the finder's fee letter agreement dated the date hereof between the Purchaser and Fader;

(f) "**Time of Closing**" means 3:00 p.m. Pacific Standard Time on the Closing Date;

(g) "**Exchange**" means the TSX Venture Exchange.

1.2 Headings

The division of this Agreement into Articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and sections are to Articles and sections of this Agreement.

2. PURCHASED SHARES AND CONSIDERATION FOR PURCHASES SHARES

(a) Subject to the terms and conditions of this Agreement and based on the representations and warranties of the Vendors set forth in this Agreement, on the Closing Date the Vendors will sell, assign and transfer to the Purchaser and the Purchaser will purchase from the Vendors all (but not less than all) of the Shares.

(b) In full consideration for the Shares the Purchaser shall pay to the Vendors the sum of Two Hundred and Fifty Thousand Dollars ($250,000) (Canadian) payable to the Vendors by issuing at Closing One Million (1,000,000) Common shares in the capital stock of the Purchaser as follows:

Number of Common shares	Name
100,000	Palmer
550,000	Lecky
175,000	Tima
175,000	Fader

(collectively the "**MLS Shares**")

(c) The parties agree that for the purposes of this Agreement each MLS Share is valued at $0.25 per share.

(d) The MLS Shares are subject to Exchange Policy 3.2 (the "TSX Policy") and each share certificate representing the MLS Shares shall conform to section 5.3(a) of the TSX Policy and bear the following legend:

> "Without prior written approval of the Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until ~~November 20th, 2007~~." four Months from date of TSX approval.

3. VENDORS' REPRESENTATIONS AND WARRANTIES

In order to induce the Purchaser to enter into and consummate this Agreement, the Vendors represent and warrant to the Purchaser as follows:

3.1 Corporate and Share Representations

(a) The Company is a company duly incorporated, organized and subsisted under the law of British Columbia, is not a reporting company and is in good standing with respect to the filing of annual reports with the Office of the Registrar of Companies of British Columbia.

(b) The Company has the corporate power to own the assets owned by it and to carry on the Business.

(c) The authorized capital of the Company is 100 common shares without par value, of which 100 common shares are issued and outstanding. Whereby the Shares are the only shares of the Company issued and outstanding that are not currently owned by Bryan Hughes via B.G. Hughes Holdings Inc..

(d) The Vendors, and Bryan Hughes via B.G. Hughes Holdings Inc., are the only shareholders of the Company.

(e) The Shares are validly issued and outstanding as fully paid and non-assessable shares in the capital of the Company.

(f) The Vendors own the Shares as legal and beneficial owners, free and clear of all liens, claims, charges and encumbrances.

(g) The Vendors have due and sufficient right and authority to enter into this Agreement on the terms and conditions set forth in this Agreement and to transfer the legal and beneficial title to and ownership of the Shares to the Purchaser, free and clear of all liens, claims, charges and encumbrances.

(h) No person, firm or corporation has any agreement or option or any right capable at any time of becoming an agreement to:

(i) purchase or otherwise acquire the Shares or any of the unissued shares in the capital of the Company; or

(ii) require the Vendors to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of the Shares other than under this Agreement.

(i) The Vendors acknowledge and agree that excepting a settlement agreement bearing the date hereof between the Purchaser, Fader, Media Games Inc. and the Company, they have no claim nor any right, title and interest in and to the Games including without limitation any patent, copyright, trade secret, moral rights or any other intellectual property right thereto.

3.2 General Vendors Representations

(a) To the knowledge of the Vendors there is no basis for and there is no action, suit, judgment, investigation or proceeding outstanding, pending or threatened against or affecting the Company and is not an infringement of any third parties' intellectual property rights including patents, trade-marks, trade secrets and industrial designs;

(b) Neither the making of this Agreement, the completion of the transactions contemplated by it, nor the performance of or compliance with its terms will violate the Articles of the Company or any agreement to which the Vendors or the Company is a party and will not give any person or company any right to terminate or cancel any agreement or any right enjoyed by the Company and will not result in the creation or imposition of any lien, claim, encumbrance, charge or restriction of any nature in favour of a third party upon or against the assets of the Company or the Shares or the violation of any law or regulation of Canada or of any province or territory of Canada, any municipal bylaw, regulation or ordinance or any order or decree of any court or tribunal to which the Vendors or the Company is subject which could materially affect the Business or the Company or prevent the due and valid transfer of the Shares as provided in this Agreement;

The Vendors hereby provide their consent to:

(c) The disclosure of Personal Information (as defined by the policies of the Exchange) by the Purchaser to the Exchange, and to any other applicable securities regulatory authorities, the Purchaser's registrar and transfer agent, legal counsel and any other party involved in this Agreement; and

(d) The collection, use and disclosure of Personal Information by the Exchange or any other applicable securities regulatory authority for the purposes set out in its policies, or as otherwise identified by it, form time to time.

3.3 Vendor's Financial Representations

To the knowledge of the Vendors the financial statements of the Company, copies of which are attached hereto as Schedule "B" (the "**Financial Statements**") have been prepared in accordance with generally accepted accounting principles and present fairly the financial position of the Company as at the date thereof. Except to the extent reflected in the Financial Statements or incurred subsequent to the date thereof in the ordinary and usual course of business of the Company, the Company does not have any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise), and any liabilities or obligations incurred in the ordinary and usual course of business since the date of the Financial Statements have not had a materially adverse impact on the financial condition of the Company.

4. PURCHASER'S REPRESENTATIONS AND WARRANTIES

In order to induce the Vendors to enter into and consummate this Agreement, the Purchaser represents and warrants to the Vendors that the Purchaser has due and sufficient right, power and authority to enter into this Agreement on the terms and conditions set forth in this Agreement and to perform its obligations under this Agreement. The Purchaser agrees to take all reasonable steps, obtain those corporate authorizations, obtain the necessary Exchange consents and provide those instructions to its agents and representatives, including its transfer agent, as soon as practically possible following the execution hereof so as to complete the transactions described herein as quickly as possible, and to provide notification to the Vendors in writing forthwith upon receipt of the consents of the Exchange referred to in this Agreement.

5. VENDORS' COVENANTS

The Vendors covenant and agree with the Purchaser that at or before the Time of Closing, the Vendors will deliver to the Purchaser possession of all books, records, book accounts, lists of suppliers and customers of the Company that are in their possession or control and all other documents, files, records and other data, financial or otherwise, relating to the Business and the assets of the Company that are in the possession or control of the Vendors.

6. PURCHASER'S CONDITIONS PRECEDENT TO CLOSING

The obligations of the Purchaser under this Agreement are subject to the following conditions precedent being fulfilled in all material respects in the reasonable opinion of the Purchaser at or before the Closing Date:

(a) prior to the Closing Date, Vendors shall not have breached any of their warranties and representations as set out herein;

(b) all of the covenants and agreements of Vendor to be observed or performed on or before the Closing Date pursuant to the terms hereof shall have been duly observed or performed on or before the Closing Date;

(c) the Settlement Agreement and the Finder's Fee Letter Agreement shall have been executed and delivered by the parties thereto; and

(d) regulatory approval of this Agreement, the Finder's Fee Letter Agreement and the transactions contemplated herein have been received by the Purchaser, including the receipt of written approval by the Exchange.

The conditions set forth in this Section 6 are for the benefit of the Purchaser and may be waived by the Purchaser in writing in whole or in part at any time.

7. CLOSING ARRANGEMENTS

7.1 Closing Location

The closing of the purchase and sale and the other transactions contemplated by this Agreement (the "**Closing**") will take place on the Closing Date at the offices of Alexander Holburn Beaudin & Lang LLP, or such earlier or later date and place as the parties may agree in writing.

7.2 Vendors' Closing Documents

At the Closing, the Vendors will tender to the Purchaser:

(a) written resignations of the Vendors if they are directors and/or officers of the Company;

(b) releases from each Vendor of the Company, releasing the Company from any and all possible claims against the Company arising from any act, matter or thing arising at or before the Time of Closing in relation to the Business of the Company and the activities of the Vendors related thereto;

(c) certified copies of resolutions of the directors of the Company excepting Hughes in form satisfactory to the Purchaser, acting reasonably, authorizing the transfer of the Shares to and registration of the Shares in the name of the Purchaser and issue of new share certificates representing the Shares in the name of the Purchaser;

(d) share certificates in the name of the Vendors representing the Shares duly endorsed for transfer and duly executed share certificates representing the Shares in the name of the Purchaser;

(e) the register of members of the Company recording that the Purchaser is the holder of all issued and outstanding shares of the Company excepting any shares held by Hughes or his holding company shares;

(f) a legal opinion of the Vendors' counsel, addressed to the Purchaser, in form satisfactory to Purchaser's counsel that:

  (i) the Company is validly existing under the law of the province of British Columbia and is in good standing with respect to the filing of annual reports with the Office of the Registrar of Companies of British Columbia;

  (ii) The Shares are duly authorized, validly issued and outstanding as fully paid and non-assessable and upon completion of the purchase and sale as set out in the Purchase Agreement the Purchaser shall acquire full right, title and interest in and to the Shares;

  (iii) all necessary steps and corporate proceedings have been taken to permit the Shares to be duly and validly transferred to and registered in the name of the Purchaser; and

  (iv) this Agreement, the Settlement Agreement and the Finder's Fee Letter Agreement have been duly authorized, executed and delivered by the Vendors,

subject to assumptions and limitations approved by Purchaser's legal counsel acting reasonably;

(g) all corporate records and books of account of the Company including minute books, share registers and annual reports, that are in the possession or control of the Vendors, and a certificate of good standing;

(h) all documents and materials relating to the Business in general, and more particularly the materials relating to: the Games; the various gaming platforms; marketing documents; solicitation letters; business plans; and customer lists that are in the possession or control of the Vendors; and

(i) every common seal of the Company.

7.3 Purchaser's Closing Documents

At the Closing, the Purchaser will tender to the Vendors:

(a) a certified copy of a resolution of the directors of the Purchaser in form satisfactory to the Vendors, acting reasonably, authorizing the execution and delivery of this Agreement, the Settlement Agreement, the Finder's Fee Letter Agreement and authorizing the purchase of the Shares;

(b) subject to subsection 2(d) of this Agreement, share certificates representing the MLS Shares;

(c) a fully executed copy of each of this Agreement, the Settlement Agreement, and the Finder's Fee Letter Agreement;

(d) a bank draft or solicitor's trust cheque payable to Fader for the sum set out in paragraph 2.5 of the Settlement Agreement;

(e) certified copies of resolutions of the directors of the Purchaser in form satisfactory to the Vendors, acting reasonably, authorizing the issuance of new share certificates representing the MLS Shares in the names of the Vendors as described herein.

8. GENERAL

8.1 Survival of Vendors' Representations

The representations, warranties, covenants and agreements of the Vendors contained in this Agreement will survive the closing of the transactions contemplated by this Agreement and remain in full force and effect.

8.2 Indemnification by the Vendors

The Vendors covenant and agree to indemnify and save harmless the Purchaser from any loss, damage, liability, cost and expense suffered by the Purchaser as a result of any breach of representation, warranty, covenant or agreement of the Vendors contained in this Agreement.

8.3 Survival of Purchaser's Representations

The representations, warranties, covenants and agreements of the Purchaser contained in this Agreement survive the closing of the transactions contemplated by this Agreement and remain in full force and effect.

8.4 Indemnification by the Purchaser

The Purchaser covenants and agrees to indemnify and save harmless the Vendors from any loss, damage, liability, cost and expense suffered by the Vendors as a result of any breach of representation, warranty, covenant or agreement of the Purchaser contained in this Agreement. The Purchaser indemnifies and saves harmless Fader from any loss, damage, liability, cost or expense suffered by Fader as a result of the current court action brought against him by Bryan Hughes and/or any company controlled by Bryan Hughes, any future court actions brought against him by Bryan Hughes and/or any company controlled by Bryan Hughes to the extent that it relates to the Shares or any intellectual property rights acquired by the Purchaser that was previously owned or controlled by the Company, Bryan Hughes and/or any company controlled by Bryan Hughes, and all court and other reasonable costs, all on a full indemnity basis.

8.5 Commissions, Legal Fees

Each of the parties will bear the fees and disbursements of their respective professional advisors engaged by them respectively in connection with this Agreement and will not cause or permit any such fees or disbursements to be charged to the Company before the Closing Date.

8.6 Notices

Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by mailing the same postage prepaid or delivering the same addressed as follows:

To the Vendors:

Aaron Edward Fader
2296 – 148th Street
Surrey, British Columbia V4A 4M7

Tima Fader
2296 – 148th Street
Surrey, British Columbia V4A 4M7

Robin Dwight Lecky
774 Millbank
Vancouver, British Columbia V5Z 3Z3

Frank William Palmer
601 – 499 Drake Street
Vancouver, British Columbia V6B 1B1

To the Purchaser:

Mobile Lottery Solutions Inc.
638 Millbank
Vancouver, British Columbia, V5Z 4B7

or to such other address as a party may specify by notice and shall be deemed to have been received, if delivered, on the date of delivery if it is a business day and otherwise on the next succeeding business day and, if mailed, on the fifth business day following the posting of the notice except if there is a postal dispute, in which case all communications shall be delivered.

8.7 Time of Essence

Time is of the essence of this Agreement.

8.8 Further Assurances

Each of the parties will execute and deliver such further documents and instruments and do such acts and things as may, before or after the Closing Date, be reasonably required by another party to carry out the intent and meaning of this Agreement and to assure to the Purchaser the Shares.

8.9 Proper Law

This Agreement will be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of British Columbia.

8.10 Entire Agreement

This Agreement contains the whole agreement between the Vendors and Purchaser pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions between the parties and there are no representations, warranties, covenants, conditions or other terms other than expressly contained in this Agreement.

8.11 Assignment

This Agreement may not be assigned by any party without the prior written consent of the other party, which consent may be arbitrarily withheld.

8.12 Benefit and Binding Nature of the Agreement

This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.

8.13 Amendments and Waiver

No modification of or amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties and no waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same, and unless otherwise provided, will be limited to the specific breach waived.

8.14 Independent Legal Advice

The parties to this Agreement acknowledge that they have been advised to seek independent legal advice prior to executing this Agreement and have obtained such advice or have waived their right to do so.

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement as of the date and year first above written.

SIGNED in the presence of:

Tima Feder
Name

2296 148th Street
Address
Surrey BC. V4A 4N7

FRANK PALMER

SIGNED in the presence of:)
Tima Fader
Name)
2296 - 148th street
Address)
Surrey. BC. V4A4M7)

ROBIN LECKY

Tima Fader
SIGNED in the presence of:)
2296 - 148th street
Name)
Surrey. BC. V4A4M7
Address)
Canada)

AARON FADER

SIGNED in the presence of:)
Robin Lecky
Name)
774 Millbank
Address)
Vancouver BC V5Z3Z3)

TIMA FADER

MOBILE LOTTERY SOLUTIONS INC.

Per:

Authorized Signatory

SCHEDULE "A"

GAMES

The Games shall include the following gaming applications including, without limitation, intellectual property rights forming part thereof:

(a) "GameDay", including NHL GameDay, MLB GameDay, CFL GameDay and such related sports themes;

(b) "Final Finish", including PGA Final-Fore, EPGA Final-Fore, NASCAR Final-Four and such related sports themes;

(c) "Lotto NHL" lottery game;

(d) "OlymPix" game and such related "winners podium" sports games themes;

(e) "Soccer Shoot-Out" game and such related "shootout" themes; and

(f) "Airmiles" loyalty points games, and such related "loyalty card" themes.