

TIDEL TECHNOLOGIES INC  
Form PREM14A  
February 03, 2006

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**SCHEDULE 14A**

Proxy Statement Pursuant to Section 14(a) of the Securities  
Exchange Act of 1934 (Amendment No. )

Filed by the Registrant    
Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material Under Rule 14a-12

**TIDEL TECHNOLOGIES, INC.**  
(Name of Registrant as Specified in Its Charter)

NOT APPLICABLE  
(Name of Persons(s) Filing Proxy Statement, if Other Than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- No fee required.
- Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

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(2) Aggregate number of securities to which transaction applies:

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(3)

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Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

The purchase price payable under the asset sale consists of a cash payment of \$17.5 million, subject to certain adjustments. Solely for purposes of calculating the amount of the filing fee, the registrant estimates a purchase price of approximately \$18.1 million. The amount of the filing fee, calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, equals \$107 per each \$1,000,000 of the value of the transaction.

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(4) Proposed maximum aggregate value of transaction:

\$18,100,000

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(5) Total fee paid: \$1,936.70

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Fee paid previously with preliminary materials:

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Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the form or schedule and the date of its filing.

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(1) Amount previously paid:

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(2) Form, Schedule or Registration Statement No.:

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(3) Filing Party:

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(4) Date Filed:

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**PRELIMINARY COPY SUBJECT TO COMPLETION  
DATED FEBRUARY 3, 2006**

**Tidel Technologies, Inc.  
2900 Wilcrest Drive, Suite 205  
Houston, Texas 77042  
\_\_\_\_\_, 2006**

To our stockholders:

You are cordially invited to attend a special meeting of stockholders of Tidel Technologies, Inc. to be held at \_\_\_\_\_ on \_\_\_\_\_, 2006 at 10:00 a.m., local time. At this meeting, we intend to seek stockholder approval of the sale of substantially all of the assets of our cash security business to Sentinel Operating, L.P. and to change our name from "Tidel Technologies, Inc." to "[\_\_\_\_\_], Inc." (or, if that name is unavailable, to "[\_\_\_\_\_], Inc.").

**Our board of directors (with interested directors abstaining) has unanimously approved all of the proposals described in the proxy statement and is recommending that stockholders also approve them.**

Please review in detail the attached proxy statement for a more complete statement regarding the proposal to approve the asset sale (proposal 1 in the proxy statement), including a description of the asset purchase agreement, the background of the decision to enter into the asset purchase agreement, the reasons that our board of directors has decided to recommend that you approve the asset sale and the section beginning on page 14 titled "Special Factors" describing special factors relating to the asset sale.

Your vote is very important to us, regardless of the number of shares you own. Whether or not you plan to attend the special meeting, please vote as soon as possible to make sure your shares are represented at the meeting.

On behalf of our board of directors, I thank you for your support and urge you to vote "FOR" each of the proposals described in the proxy statement.

By Order of the Board of Directors,

Leonard Carr  
*Secretary*

Houston, Texas  
\_\_\_\_\_, 2006

The notice and proxy statement are first being mailed to our stockholders on or about \_\_\_\_\_, 2006.

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**Tidel Technologies, Inc.**

**2900 Wilcrest Drive, Suite 205  
Houston, Texas 77042**

**NOTICE OF SPECIAL MEETING OF STOCKHOLDERS  
TO BE HELD ON \_\_\_\_\_, 2006**

To our stockholders:

A special meeting of stockholders of Tidel Technologies, Inc. will be held at \_\_\_\_\_ on \_\_\_\_\_, 2006 at 10:00 a.m., local time. At this meeting you will be asked:

1. To consider and to vote on a proposal to approve the sale of substantially all of the assets of our cash security business, consisting of (a) timed access cash controllers (b) the Sentinel products, (c) the servicing, maintenance and repair of the timed access cash controllers or Sentinel products and (d) all other assets and business operations associated with the foregoing, pursuant to the asset purchase agreement attached as Annex A to the proxy statement;
2. To consider and to vote on a proposal to file a certificate of amendment to our certificate of incorporation to change our name from "Tidel Technologies, Inc." to "[\_\_\_\_\_], Inc." (or, if that name is unavailable, to "[\_\_\_\_\_], Inc.");
3. To approve adjournments of the special meeting if deemed necessary to facilitate the approval of the sale of substantially all of the assets of our cash security business and the name change amendment to our certificate of incorporation, including to permit the solicitation of additional proxies if there are not sufficient votes at the time of the special meeting to establish a quorum or to approve the sale of our cash security business or the name change amendment to our certificate of incorporation; and
4. To transact such other business as may properly be brought before the special meeting or any adjournment or postponement thereof.

The independent committee of our board of directors, which is comprised solely of directors who have no economic or other interest in the purchaser under the asset purchase agreement, unanimously found that the asset purchase agreement, the asset sale and related transactions were advisable and fair to and in the best interests of us and our unaffiliated stockholders, and recommended to the board of directors the approval and adoption of the asset purchase agreement. **Our board of directors (with interested directors abstaining) has unanimously approved, and recommends that an affirmative vote be cast in favor, of each of the proposals listed on the proxy card and described in the enclosed proxy statement.**

Only holders of record of our common stock at the close of business on January 13, 2006, will be entitled to notice of and to vote at the special meeting or any adjournment thereof.

You are urged to review carefully the information contained in the enclosed proxy statement prior to deciding how to vote your shares at the special meeting.

Because of the significance of the sale of our cash security business, your participation in the special meeting, in person or by proxy, is especially important. We hope you will be able to attend the special meeting.

Whether or not you plan to attend the special meeting, please complete, sign, date, and return the enclosed proxy card promptly.

If you attend the special meeting, you may revoke your proxy and vote in person if you wish, even if you have previously returned your proxy card. Simply attending the special meeting, however, will not revoke your proxy; you must vote at the special meeting. If you do not attend the special meeting, you may still revoke your proxy at any time prior to the special meeting by providing a later dated proxy or by providing written notice of your revocation to our company's Secretary. Your prompt cooperation will be greatly appreciated.

The notice and proxy statement are first being mailed to stockholders on or about \_\_\_\_\_, 2006.

Please follow the voting instructions on the enclosed proxy card to vote either by mail, telephone or electronically by the Internet.

By Order of the Board of Directors,

Leonard Carr  
*Secretary*

Houston, Texas

\_\_\_\_\_, 2006

## TABLE OF CONTENTS

<u>SUMMARY</u>	1
<u>Parties to the Asset Sale</u>	1
<u>The Special Meeting</u>	2
<u>Effects of the Asset Sale</u>	4
<u>Recommendations of the Independent Committee</u>	4
<u>Board Recommendation</u>	4
<u>Required Vote</u>	5
<u>Opinion of Capitalink</u>	5
<u>Financing</u>	6
<u>Interests of the Company's Directors and Executive Officers in the Asset Sale</u>	6
<u>Material United States Federal Income Tax Consequences</u>	6
<u>Regulatory Approvals</u>	6
<u>No Solicitation of Transactions</u>	6
<u>Conditions to Asset Sale</u>	7
<u>Termination of the Asset Purchase Agreement</u>	7
<u>Buyer Fee</u>	8
<u>Laurus Voting Agreement</u>	8
<u>Officer and Director Voting Agreement</u>	8
<u>No Right of Appraisal</u>	8
<u>QUESTIONS AND ANSWERS ABOUT THE SPECIAL MEETING</u>	9
<u>GENERAL INFORMATION</u>	11
<u>CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING INFORMATION</u>	13
<u>SPECIAL FACTORS</u>	14
<u>Tidel does not expect to distribute any portion of the proceeds from the Asset Sale to its stockholders</u>	14
<u>Fee Payable to Laurus</u>	14
<u>The Laurus Fee would be substantially less if the Company sold the Cash Security business after November 26, 2009</u>	15
<u>Laurus Stock Redemption</u>	15
<u>Our principal stockholder, Laurus, has interests in the Asset Sale which are different from, or in addition to, our other stockholders</u>	16
<u>The board of directors has identified the Asset Sale as the most suitable method to meet its expected/scheduled liquidity needs</u>	16
<u>Tidel will have no operations following the Asset Sale</u>	17
<u>The Asset Purchase Agreement may expose Tidel to contingent liabilities.</u>	17
<u>THE ASSET SALE (PROPOSAL 1)</u>	18
<u>The Parties to the Asset Sale</u>	18
<u>Background of the Asset Sale</u>	19
<u>Reasons for the Asset Sale</u>	22
<u>Recommendations of the Independent Committee</u>	25
<u>Recommendation of the Company's Board of Directors</u>	25
<u>Required Vote</u>	26
<u>Opinion of Capitalink</u>	26
<u>Purpose of the Asset Sale</u>	34

<u>Effects of the Asset Sale</u>	34
<u>Financing</u>	35



<u>Termination Payments</u>	36
<u>Indemnification and Insurance</u>	36
<u>Material United States Federal Income Tax Consequences</u>	36
<u>Regulatory Approvals</u>	36
<u>THE ASSET PURCHASE AGREEMENT</u>	37
<u>Closing</u>	37
<u>Representations and Warranties</u>	37
<u>Conduct of Our Business Pending the Asset Sale</u>	39
<u>Post Closing Covenants</u>	39
<u>Exclusivity; No Solicitation of Transactions</u>	40
<u>Special Meeting</u>	41
<u>Conditions to Obligations of Buyer</u>	42
<u>Conditions to Obligations of the Sellers</u>	42
<u>Termination</u>	43
<u>Laurus Voting Agreement</u>	43
<u>Officer and Director Voting Agreement</u>	44
<u>Buyer Fee</u>	44
<u>Amendment and Waiver</u>	44
<u>DIVIDEND POLICY</u>	45
<u>REORGANIZATION OF BOARD</u>	45
<u>SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS, DIRECTORS AND MANAGEMENT</u>	45
<u>RELATED PARTY TRANSACTIONS</u>	47
<u>NO RIGHT OF APPRAISAL</u>	48
<u>APPROVAL OF AMENDMENT TO CERTIFICATE OF INCORPORATION (PROPOSAL 2)</u>	49
<u>Required Vote</u>	49
<u>Recommendation of our Board of Directors</u>	49
<u>ADJOURNMENT OF THE SPECIAL MEETING (PROPOSAL 3)</u>	50
<u>Required Vote</u>	50
<u>Recommendation of our Board of Directors</u>	50
<u>SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA</u>	51
<u>UNAUDITED PRO FORMA FINANCIAL STATEMENTS</u>	57
<u>WHERE YOU CAN FIND ADDITIONAL INFORMATION</u>	62
<u>INCORPORATION BY REFERENCE</u>	62
<u>OTHER MATTERS</u>	63
<u>Annex A</u>	Asset Purchase Agreement

Annex B

Opinion of Capitalink, LC

Annex C

Form of Certificate of Amendment to Certificate of Incorporation

ii

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Table of Contents

**SUMMARY**

The following summary highlights selected information from this proxy statement and may not contain all of the information that may be important to you. Accordingly, we encourage you to read carefully this entire proxy statement, its annexes and the documents referred to in this proxy statement. Each item in this summary includes a page reference directing you to a more complete description of that item. In this proxy statement, the terms “Tidel,” “Company,” “we,” “our,” “ours,” and “us” refer to Tidel Technologies, Inc., a Delaware corporation, and its subsidiaries. Tidel Engineering, L.P., or Engineering, is a Delaware limited partnership and is Tidel’s indirect wholly-owned operating subsidiary.

The proposed transaction is the sale, or the Asset Sale, of substantially all of the assets of our electronic cash security systems business, or the Cash Security business, consisting of (a) timed access cash controllers (b) the Sentinel products, (c) the servicing, maintenance and repair of the timed access cash controllers or Sentinel products and (d) all other assets and business operations associated with the foregoing pursuant to the asset purchase agreement, dated as of January 12, 2006, or the Asset Purchase Agreement, by and among Tidel, Engineering, and Sentinel Operating, L.P., or Buyer, a buyer controlled by a management buyout group that includes Mark K. Levenick, our Interim Chief Executive Officer and a member of our Board of Directors, and Raymond Landry, a member of our Board of Directors. Tidel and Engineering are referred to in this proxy statement as the Sellers. The Asset Sale would also represent the sale of substantially all of our assets. We refer to Mr. Levenick and Mr. Landry as management participants in this proxy statement given their relationship with Buyer. We refer in this proxy statement to our stockholders other than Laurus Master Fund, Ltd. and the management participants as unaffiliated stockholders. The term independent committee refers to the committee of those directors who have no interest in the Buyer, economic or otherwise, and which was formed to negotiate the terms of the Asset Purchase Agreement, the Asset Sale and related transactions with the management participants.

**Parties to the Asset Sale (Page 18)**

*Tidel Technologies, Inc.*

*Tidel Engineering, L.P.*

Tidel, through Engineering, develops, manufactures, sells and supports electronic cash security systems, consisting of Timed Access Cash Controller, or TACC, products and the Sentinel products (together, the “Cash Security” products), which are designed for the management of cash within various specialty retail markets, primarily in the United States. TACC and Sentinel products are often sold directly to end-users as well as distributors for the management of cash within various specialty retail markets. On January 3, 2006, we completed the sale of our automated teller machine business to NCR EasyPoint, LLC. The general partner of Engineering is Tidel Cash Systems, Inc., a direct wholly-owned subsidiary of Tidel.

Tidel has its principal executive offices at 2900 Wilcrest Drive, Suite 205, Houston, Texas 77042. The telephone number of Tidel’s principal executive office is (713) 783-8200.

Engineering has its principal executive offices at 2310 McDaniel Drive, Carrollton, Texas 75006. The telephone number of Engineering’s principal executive office is (972) 484-3358.

*Sentinel Operating, L.P.*

Buyer is a Texas limited partnership, which is indirectly controlled by Mark K. Levenick, Raymond P. Landry and Jeffrey R. Galgano. Buyer was formed solely for the purpose of entering into the Asset Purchase Agreement and consummating the transactions contemplated by the Asset Purchase Agreement. It has not conducted any activities to

date other than activities incidental to its formation and in connection with the transactions contemplated by the Asset Purchase Agreement.

1

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Table of Contents

After the closing of the Asset Sale Buyer will have its principal executive offices at 2025 Beltline Road, Suite 114, Carrollton Texas 75006. The telephone number of Buyer's principal executive offices will be (972) 484-3358.

**The Special Meeting**

*Time, Place and Purpose (Page 11)*

The special meeting will be held on \_\_\_\_\_, \_\_\_\_, 2006, starting at 10:00 a.m., local time, at \_\_\_\_\_.

You will be asked to consider and vote upon approval and adoption of the Asset Purchase Agreement and the filing of an amendment, or the Amendment, to the Company's certificate of incorporation to change the Company's name from "Tidel Technologies, Inc." to "[\_\_\_\_\_], Inc." (or, if that name is unavailable, to "[\_\_\_\_\_], Inc."). In addition, you will be asked to approve the adjournment of the special meeting if deemed necessary in order to permit the solicitation of additional proxies if there are not sufficient votes at the time of the special meeting to establish a quorum or to approve the Asset Sale or the Amendment.

The persons named in the accompanying proxy card will also have discretionary authority to vote upon other business, if any, that properly comes before the special meeting and any adjournments of the special meeting.

*Record Date and Quorum (Page 11)*

You are entitled to vote at the special meeting if you owned shares of our common stock at the close of business on January 13, 2006, the record date for the special meeting. You will have one vote for each share of our common stock that you owned on the record date. As of the record date, there were 38,677,210 shares of our common stock outstanding and entitled to be voted.

A quorum of the holders of the outstanding shares of our common stock must be present for the special meeting to be held. A quorum is present if the holders of a majority of the outstanding shares of our common stock entitled to vote are present at the meeting, either in person or represented by proxy. Abstentions and broker non-votes are counted as present for the purpose of determining whether a quorum is present. A broker non-vote occurs on an item when a broker is not permitted to vote on that item without instructions from the beneficial owner of the shares and no instructions are given.

*Required Vote (Page 11)*

For us to consummate the transactions contemplated by the Asset Purchase Agreement, including the Asset Sale and the Amendment, stockholders holding at least a majority of our common stock outstanding at the close of business on the record date must vote "FOR" the approval and adoption of the Asset Purchase Agreement, the Asset Sale and the transactions contemplated thereby and "FOR" the Amendment. All of our stockholders are entitled to one vote per share. A failure to vote your shares of Tidel common stock, an abstention or a broker non-vote will have the same effect as a vote against the Asset Sale and against the Amendment.

Table of Contents

Laurus Master Fund, Ltd., or Laurus, has entered into a voting agreement under which it has agreed to vote all of the shares of Tidel common stock that it owns and any shares over which it exercises voting control in favor of the approval and adoption of the Asset Purchase Agreement and the Amendment and against any competing transactions proposed to the Company's stockholders. Tidel and certain Tidel officers and directors have entered into a voting agreement under which such officers and directors agreed to vote all the shares of Tidel common stock that they own, and any shares over which they exercise voting control, in favor of the approval and adoption of the Asset Purchase Agreement and the Amendment. As a result of these arrangements, as of the record date, Laurus and our officers and directors have agreed to vote an aggregate of 19,860,905 shares, representing approximately 51.4% of the shares of our common stock entitled to vote at the special meeting, in favor of the approval and adoption of the Asset Purchase Agreement and the Amendment. Such votes are sufficient to approve and adopt the Asset Purchase Agreement and the Amendment, regardless of the vote of any other person.

*Share Ownership of Directors and Executive Officers (Page 45)*

As of the record date, the directors and current executive officers of Tidel beneficially owned in the aggregate 609,905 shares, representing approximately 1.6% of the shares of our common stock entitled to vote at the special meeting. Tidel's officers and directors have entered into a voting agreement under which such officers and directors agreed to vote, and have granted to Buyer proxies for this purpose, all the shares of Tidel common stock that they own and any shares over which they exercise voting control in favor of the approval and adoption of the Asset Purchase Agreement and the Amendment.

*Proxies; Revocation (Page 11)*

Any Tidel registered stockholder (meaning a stockholder that holds stock in its own name) entitled to vote may submit a proxy by telephone or the Internet or by returning the enclosed proxy card by mail, or may vote in person by appearing at the special meeting. If your shares are held in "street name" by your broker, you should instruct your broker on how to vote your shares using the instructions provided by your broker. If you do not provide your broker with instructions, your shares will not be voted and that will have the same effect as a vote against the Asset Sale, the transactions contemplated thereby and against the Amendment.

Any Tidel registered stockholder who executes and returns a proxy card (or submits a proxy via telephone or the Internet) may revoke the proxy at any time before it is voted in any one of the following ways:

- filing with or transmitting to our Secretary at the principal executive offices of the Company, at or before the special meeting, an instrument or transmission of revocation that is dated a later date than the proxy;
- sending a later-dated proxy relating to the same shares to our Secretary at the principal executive offices of the Company, at or before the special meeting;
- submitting a later-dated proxy by the Internet or by telephone, at or before the special meeting; or
- attending the special meeting and voting in person by ballot.

Table of Contents

Simply attending the special meeting will not constitute revocation of a proxy. If you have instructed your broker to vote your shares, the above-described options for revoking your proxy do not apply and instead you must follow the directions provided by your broker to change your instructions.

**Effects of the Asset Sale (Page 34)**

If the Asset Purchase Agreement, the Asset Sale and the other transactions contemplated thereby are approved and adopted by our stockholders and the other conditions to closing are satisfied, we will be a shell public company with no operations and we will consider all available alternatives, including the acquisition of a new business or the dissolution of the Company and liquidation of its assets, the discharge of any remaining liabilities, and the eventual distribution of remaining assets to our stockholders in the event that Company may be liquidated. If the Company decides to dissolve and liquidate its assets such action would require the approval of the holders of the majority of its then outstanding shares and we cannot give any assurances as to the amount of liquidation proceeds that might eventually be distributed to you. Also, in the event the Asset Sale is approved, adopted and consummated, we have agreed to redeem from Laurus all 19,251,000 shares of our common stock that it currently holds at a per share price not less than \$.20 per share nor greater than \$.34 per share following the determination of our assets in accordance with a formula set forth in the stock redemption agreement. Under the terms of an exercise and conversion agreement we entered into with Laurus dated January 12, 2006, if the Asset Sale does not occur by March 31, 2006, we will immediately redeem from Laurus the 18,000,000 shares of our common stock issued to Laurus on January 13, 2006 upon Laurus' conversion of \$5,400,000 of our outstanding indebtedness it held. Pursuant to the terms of a stock redemption agreement with Laurus dated January 12, 2006, Laurus has agreed (i) to the cancellation as of the closing of the Asset Sale of the outstanding warrants that it holds to purchase 4,750,000 shares of our common stock at an exercise price of \$.30 per share, and (ii) not to exercise such warrants prior to the earlier to occur of March 31, 2006 and the date on which the Asset Purchase Agreement is terminated. See "Special Factors --Laurus Stock Redemption" for a more detailed description of the proposed redemption of our shares held by Laurus.

Under the terms of the Agreement Regarding NCR Asset Sale and Other Assets Sales, dated as of November 26, 2004 between the Company and Laurus, we must pay to Laurus fees in respect of the Asset Sale which we estimate will range between \$9 million and \$11 million. See "Special Factors --Fee Payable to Laurus" for a more detailed description of the fees payable to Laurus, including how they will be calculated.

**Recommendations of the Independent Committee (Page 25)**

The independent committee of our board of directors unanimously found that after due consideration of all relevant factors:

- the Asset Purchase Agreement, the Asset Sale and related transactions are advisable and fair to and in the best interests of the Company and its unaffiliated stockholders; and
- recommended to the board of directors the approval and adoption of the Asset Purchase Agreement and the Amendment.

**Board Recommendation (Page 25)**

After careful consideration, our board of directors (with interested directors abstaining) has:

Table of Contents

- determined that the Asset Purchase Agreement, the Asset Sale and related transactions are advisable and fair to and in the best interests of the Company and its unaffiliated stockholders;
- approved and adopted the Asset Purchase Agreement and the Amendment; and
- recommended that Tidel's stockholders vote "FOR" the approval and adoption of the Asset Purchase Agreement and "FOR" the approval and adoption of the Amendment.

In reaching its conclusion regarding the fairness of the Asset Sale to our unaffiliated stockholders and its decision to approve and adopt the Asset Purchase Agreement and related transactions and recommend the approval and adoption of the Asset Purchase Agreement and related transactions by our stockholders, our board of directors noted the recommendations of the independent committee, as well as other factors. In considering the recommendation of our board of directors with respect to the Asset Sale, you should be aware that some of the Company's directors and executive officers and its principal stockholder, Laurus, have interests in the Asset Sale that are different from, or in addition to, the interests of our stockholders generally. "Special Factors -- Fee Payable to Laurus" and "Special Factors -- Our principal stockholder, Laurus, has interests in the Asset Sale which are different from, or in addition to, our other stockholders." However, the board of directors evaluated the Asset Purchase Agreement, the Asset Sale and the related transactions only from the perspective of our unaffiliated stockholders, and therefore did not consider the interests of Laurus or the management participants (who are considered affiliated stockholders). For the factors considered by our board of directors in reaching its decision to approve and adopt the Asset Purchase Agreement, see "The Asset Sale -- Reasons for the Asset Sale."

**Required Vote**

The approval of the Asset Purchase Agreement, the Asset Sale and related transactions, including the Amendment, requires the approval of a majority of the holders of our outstanding shares of common stock. Shares that are voted "FOR" or "AGAINST" the proposal or marked "ABSTAIN" will be counted towards the vote requirement. Broker non-votes, if any, will not be counted towards the vote requirement. Laurus and our officers and directors have agreed to vote an aggregate of 19,860,905 shares, representing approximately 51.4% of the shares of our common stock entitled to vote at the special meeting, in favor of the approval and adoption of the Asset Purchase Agreement, the Asset Sale and related transactions, including the Amendment. Such votes are sufficient to approve and adopt the Asset Purchase Agreement, the Asset Sale and related transactions, including the Amendment, regardless of the vote of any other person.

**Opinion of Capitalink (Page 26 and Annex B)**

Capitalink, L.C., or Capitalink, has delivered its opinion to the independent committee of our board of directors, as of the date of its opinion and based upon and subject to the factors and assumptions set forth therein, the Asset Sale consideration to be received by the Company pursuant to the Asset Purchase Agreement is fair, from a financial point of view, to the Company's unaffiliated stockholders.

The opinion of Capitalink is addressed to the independent committee of our board of directors for their benefit and use, is directed only to the consideration to be paid in the Asset Sale and does not constitute a recommendation to the board of directors or any of our stockholders as to how to vote in connection with the Asset Purchase Agreement. The opinion of Capitalink does not address the Company's underlying business decision to pursue the Asset Sale, the relative merits of the Asset Sale as compared to any alternative business strategies that might exist for the Company, the financing of the Asset Sale or the effects of any other transaction in which the Company might engage. The full text of the written opinion of Capitalink, dated December 30, 2005, which sets forth the procedures followed, limitations on the review undertaken, matters considered and assumptions made in connection with such opinion, is



attached as Annex B to this proxy statement. We recommend that you read the opinion carefully in its entirety.

5

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Table of Contents

**Financing (Page 35)**

Tidel estimates that the total amount of funds necessary to consummate the Asset Sale and related transactions will be approximately \$\_\_\_\_\_.

Laurus and Messrs. Levenick and Landry have entered into a non-binding term sheet concerning the provision of acquisition financing to Buyer in respect of the Asset Sale, as described in further detail under “The Asset Sale -- Financing -- Buyer Financing.”

**Interests of the Company’s Directors and Executive Officers in the Asset Sale**

Our directors and executive officers may have interests in the Asset Sale that are different from, or in addition to, yours, including the following:

- Mark K. Levenick, our Interim Chief Executive Officer and a member of our board, and Raymond P. Landry, a member of our board, have been offered employment positions with Buyer to take effect following the Asset Sale;
- we have agreed to make payments of \$470,000 in the aggregate to four of our executive officers and/or employees, Mark K. Levenick, M. Flynt Moreland, Troy D. Richard and Robert M. Gutierrez, in connection with the termination of their employment with the Sellers and upon the closing of the Asset Sale; and
- the Asset Purchase Agreement provides for indemnification for our current and former directors and officers for six years following the Asset Sale with a proviso that if Tidel is dissolved or ceases to exist for any reason prior to the end of such six-year period, we will extend our then in effect directors’ and officers’ and fiduciaries’ liability insurance policy on commercially reasonable terms and conditions and with insurance coverage as comparable as possible with the insurance policy then in effect for the current officers and directors of Tidel and our subsidiaries.

**Material United States Federal Income Tax Consequences (Page 36)**

We do not expect that the Asset Sale will result in any federal income tax consequences to our stockholders. However, Tidel may be subject to federal income taxes as a result of the consummation of the Asset Sale.

**Regulatory Approvals (Page 36)**

We are unaware of any material federal, state or foreign regulatory requirements or approvals required for the execution of the Asset Purchase Agreement or completion of the Asset Sale.

**No Solicitation of Transactions (Page 40)**

The Asset Purchase Agreement restricts our ability to solicit or engage in discussions or negotiations with third parties regarding specified transactions involving the Company. Notwithstanding these restrictions, under certain limited circumstances required for our board of directors to comply with its fiduciary duties, our board of directors may respond to an unsolicited written bona fide proposal for an alternative acquisition, change its recommendation of the Asset Sale and terminate the Asset Purchase Agreement and enter into an agreement with respect to a superior proposal after paying the termination fee specified in the Asset Purchase Agreement.

Table of Contents

**Conditions to Asset Sale (Page 42)**

Before we can complete the Asset Sale, a number of conditions must be satisfied. These include, among other things:

- the receipt of Company stockholder approval;
- the absence of governmental orders, not subsequently vacated, that have the effect of making the Asset Sale illegal or that otherwise restrict, prevent or prohibit the closing;
- the performance by each of the parties of its covenants under the Asset Purchase Agreement in all material respects;
- the receipt by the Sellers and Buyer of all necessary consents or approvals required under third-party contracts; and
- the accuracy of the parties' representations and warranties in the Asset Purchase Agreement in all material respects, including the absence of a material adverse effect with respect to Sellers.

Other than the conditions pertaining to the Company stockholder approval and the absence of governmental orders, either the Sellers on the one hand, or Buyer on the other hand, may elect to waive conditions to their respective performance and complete the Asset Sale. None of Sellers or Buyer, however, has any intention to waive any condition as of the date of this proxy statement.

**Termination of the Asset Purchase Agreement (Page 43)**

Sellers and Buyer may agree in writing to terminate the Asset Purchase Agreement at any time without completing the Asset Sale, even after the stockholders of Tidel have approved and adopted the Asset Purchase Agreement. The Asset Purchase Agreement may also be terminated at any time prior to the effective time of the Asset Sale in certain other circumstances, including:

- by either Sellers or Buyer, as the case may be, upon giving written notice to Sellers, in the case of Buyer, or to Buyer, in the case of Sellers, in the event (A) Sellers in the case of Buyer, and Buyer in the case of Sellers, have breached any representation, warranty, or covenant contained in the Asset Purchase Agreement in any material respect, and the terminating party has notified the breaching party of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach or if (B) the Asset Sale shall not have occurred on or before September 12, 2006;
- by Buyer by written notice to Sellers if Sellers, contrary to the terms of the Asset Purchase Agreement, fail to deal exclusively with Buyer in respect of the sale of the Company's Cash Security business or fail to file a proxy and recommend the Asset Sale to a stockholders' meeting of the Company; or

Table of Contents

·by Buyer by written notice to Sellers if a majority of the Company's non-affiliated directors shall have failed to make or have withdrawn their recommendation of the Asset Purchase Agreement or the transactions contemplated thereby or shall have approved or recommended an alternative acquisition proposal.

**Buyer Fee (Page 44)**

The Company has agreed to pay Buyer a fee of \$400,000 in cash if a parent payment event occurs, in addition to any damages to which Buyer may be entitled to under the Asset Purchase Agreement.

The Asset Purchase Agreement defines a parent payment event as the termination of the Asset Purchase Agreement in the event the Sellers (A) fail to deal exclusively with Buyer in respect of the sale of the Company's Cash Security business or fail to file a proxy and recommend the Asset Sale to a stockholders' meeting of the Company, or (B) consummate, publicly announce, or execute documentation providing for any acquisition proposal other than the Asset Sale pursuant to the terms of the Asset Purchase Agreement, provided that such consummation, announcement or execution occurs prior to July 12, 2007.

**Laurus Voting Agreement (Page 43)**

Laurus has entered into a voting agreement with Buyer under which it has agreed to vote all of the shares of Tidel common stock that it owns and any shares over which it exercises voting control in favor of the approval and adoption of the Asset Purchase Agreement and against any competing transactions proposed to our stockholders.

**Officer and Director Voting Agreement (Page 44)**

Our executive officers and directors have entered into a voting agreement with Buyer under which each of these persons has agreed to vote all, and has granted to Buyer a proxy for this purpose, of their shares of Tidel common stock that they own and any shares over which they exercise voting control in favor of the approval and adoption of the Asset Purchase Agreement and against any competing transactions proposed to our stockholders.

**No Right of Appraisal (Page 48)**

You will not experience any change in your rights as a stockholder as a result of the Asset Sale or the Amendment. Neither Delaware law, our certificate of incorporation nor our bylaws provides for appraisal or other similar rights for dissenting stockholders in connection with the Asset Sale or the Amendment. Accordingly, you will have no right to dissent and obtain payment for your shares.

Table of Contents

**QUESTIONS AND ANSWERS ABOUT THE SPECIAL MEETING**

*Q: What are the proposals that I will be voting on at the special meeting?*

A: You will be asked to consider and vote upon proposals to approve: the Asset Sale, the Amendment; the adjournment of the special meeting, if necessary, including to permit the solicitation of additional proxies if there are not sufficient votes at the time of the special meeting to approve the Asset Sale or the Amendment, and such other business as may properly be brought before the special meeting and any adjournment or postponement thereof.

*Q: Who is soliciting my proxy?*

A: Our board of directors.

*Q: How does the board recommend that I vote on the matters proposed?*

A: Your board (with interested directors abstaining) unanimously recommends that stockholders vote "FOR" each of the proposals submitted at the special meeting. Our board of directors and executive officers and our principal stockholder, Laurus, hold shares representing approximately 51.4% of the shares outstanding as of January 13, 2006 and they have agreed to vote all these shares in favor of the Asset Sale and the transactions contemplated thereby, including the Amendment. Such votes are sufficient to approve and adopt the Asset Sale and the Amendment, regardless of the vote of any other person.

*Q: Will any of the proceeds from the Asset Sale be distributed to me as a stockholder?*

A: No. We will use the proceeds from the Asset Sale to pay amounts payable to Laurus under a fee agreement we entered into with Laurus in November 2004. See "Special Factors -- Fee Payable to Laurus." In addition, we have agreed to redeem from Laurus all shares of common stock held by Laurus, at a per share price not less than \$.20 per share nor greater than \$.34 per share following the determination of our assets in accordance with a formula set forth in a stock redemption agreement we entered into with Laurus. See "Special Factors -- Laurus Stock Redemption." Following the payment of these amounts to Laurus, it is our present intention to review Tidel's financial position at that time and consider all options including, without limitation, the distribution of the remaining proceeds to stockholders or the acquisition of a new business.

*Q: Can I still sell my shares?*

A: Yes. None of the Asset Purchase Agreement, the Asset Sale or any of the other matters discussed in this proxy statement will affect your right to sell or otherwise transfer your shares of our common stock.

*Q: Who is entitled to vote at the special meeting?*

A: Only holders of record of our common stock as of the close of business on January 13, 2006 will be entitled to notice of and to vote at the special meeting.

*Q: If my shares are held in "street name" by my broker, will my broker vote my shares for me?*

A: No. Your broker will not be permitted to exercise voting discretion with respect to the proposals to be acted upon. Thus, you must give your broker or nominee specific instructions for him to vote your shares. If you do not give your broker or nominee specific instructions, your shares will not be voted, and will not be counted in determining the number of shares necessary for approval. You should follow the directions provided by your broker regarding how to instruct your broker to vote your shares.

*Q: May I change my vote after I have mailed my signed proxy card?*

A: Yes. Just send in a written revocation or a later dated, signed proxy card before the special meeting or simply attend the special meeting and vote in person. Simply attending the special meeting, however, will not revoke your proxy; you must vote at the special meeting.



Table of Contents

*Q: What do I need to do now?*

A: Please vote your shares as soon as possible so that your shares may be represented at the special meeting. You may vote by signing and dating your proxy card and mailing it in the enclosed return envelope, or you may vote in person at the special meeting. Alternatively, you may vote by telephone or via the Internet in accordance with any instructions on your proxy card.

*Q: What are the United States federal income tax consequences of the Asset Sale?*

A: We do not expect that the Asset Sale will result in any federal income tax consequences to our stockholders. However, Tidel may be subject to federal income taxes as a result of the consummation of the Asset Sale.

*Q: Who should I call if I have any questions?*

A: If you have questions about any of the proposals on which you are voting, you may call Leonard Carr, Tidel's Secretary, Vice President and Director of Investor Relations, at 1-800-753-3440.

Table of Contents

**GENERAL INFORMATION**

**Place and Time.** The meeting will be held at \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, 2006 at 10:00 a.m., local time.

**Record date and Voting.** Our board of directors fixed the close of business on January 13, 2006, as the record date for the determination of holders of our outstanding shares entitled to notice of and to vote on all matters presented at the special meeting. Such stockholders will be entitled to one vote for each share held on each matter submitted to a vote at the special meeting. As of the record date, there were 38,677,210 shares of our common stock, \$0.01 par value per share, issued and outstanding, each of which is entitled to one vote on each matter to be voted upon. You may vote in person or by proxy.

**Purposes of the special meeting.** The purpose of the special meeting is to vote upon (i) approval of the Asset Sale; (ii) approval of the Amendment, (iii) adjournment of the special meeting, if necessary, including to permit the solicitation of additional proxies if there are not sufficient votes at the time of the special meeting to approve the Asset Sale or the Amendment; and (iv) such other business as may properly be brought before the special meeting and any adjournment or postponement thereof.

**Quorum.** The required quorum for the transaction of business at the special meeting is a majority of the votes eligible to be cast by holders of shares of our common stock issued and outstanding on the record date. Shares that are voted "FOR," "AGAINST" a proposal or marked "ABSTAIN" are treated as being present at the special meeting for purposes of establishing a quorum and are also treated as shares entitled to vote at the special meeting with respect to such proposal.

**Abstentions and Broker Non-Votes.** Broker "non-votes" and the shares of common stock as to which a stockholder abstains are included for purposes of determining whether a quorum of shares of common stock is present at a meeting. A broker "non-vote" occurs when a nominee holding shares of common stock for the beneficial owner does not vote on a particular proposal because the nominee does not have discretionary voting power with respect to that item and has not received instructions from the beneficial owner. Since the first two proposals require the approval of the holders of a majority of our shares outstanding, both broker "non-votes" and abstentions would have the same effect as votes against such proposals. With respect to the third proposal, to approve the adjournment of the special meeting if deemed necessary, neither broker "non-votes" nor abstentions are included in the tabulation of the voting results and, therefore, they do not have the effect of votes against such proposal.

**Voting of Proxies.** Our board of directors is asking for your proxy. Giving the board of directors your proxy means you authorize it to vote your shares at the special meeting in the manner you direct. You may vote for or against the proposals or abstain from voting. All valid proxies received prior to the special meeting will be voted. All shares represented by a proxy will be voted, and where a stockholder specifies by means of the proxy a choice with respect to any matter to be acted upon, the shares will be voted in accordance with the specification so made. If no choice is indicated on the proxy, the shares will be voted "FOR" the Asset Sale and "FOR" the Amendment and as the proxy holders may determine in their discretion with respect to any other matters that properly come before the special meeting. A stockholder giving a proxy has the power to revoke his or her proxy, at any time prior to the time it is voted, by delivering to the Secretary of Tidel a written instrument that revokes the proxy or a validly executed proxy with a later date, or by attending the special meeting and voting in person. The form of proxy accompanying this proxy statement confers discretionary authority upon the named proxyholders with respect to amendments or variations to the matters identified in the accompanying Notice of Special Meeting and with respect to any other matters which may properly come before the special meeting. As of the date of this proxy statement, management knows of no such amendment or variation or of any matters expected to come before the special meeting which are not referred to in the accompanying Notice of Special Meeting.





Table of Contents

**Attendance at the Special Meeting.** Only holders of common stock, their proxy holders and guests we may invite may attend the special meeting. If you wish to attend the special meeting in person but you hold your shares through someone else, such as a stockbroker, you must bring proof of your ownership and identification with a photo at the special meeting. For example, you could bring an account statement showing that you beneficially owned shares of common stock of Tidel as of the record date as acceptable proof of ownership.

**Costs of Solicitation.** We will bear the cost of printing and mailing proxy materials, including the reasonable expenses of brokerage firms and others for forwarding the proxy materials to beneficial owners of common stock. In addition to solicitation by mail, solicitation may be made by certain of our directors, officers and employees, or firms specializing in solicitation; and may be made in person or by telephone or telegraph. No additional compensation will be paid to any of our directors, officers or employees for such solicitation. We have retained Mackenzie Partners, Inc., 105 Madison Avenue, 14th Floor, New York, New York 10016, as proxy solicitor, for a fee of \$\_\_\_\_\_ plus out-of-pocket expenses.

Table of Contents

**CAUTIONARY STATEMENT CONCERNING  
FORWARD-LOOKING INFORMATION**

This proxy statement, and the documents to which we refer you in this proxy statement, contain forward-looking statements based on estimates and assumptions. Forward-looking statements include information concerning possible or assumed future results of operations of the Company, the expected completion and timing of the Asset Sale and other information relating to the Asset Sale. There are forward-looking statements throughout this proxy statement, including, among others, under the headings “Summary,” “Special Factors,” “The Asset Sale -- Opinion of Capitalink” and in statements containing the words “believes,” “plans,” “expects,” “anticipates,” “intends,” “estimates” or other similar expressions. You should be aware that forward-looking statements involve known and unknown risks and uncertainties. Although we believe that the expectations reflected in these forward-looking statements are reasonable, we cannot assure you that the actual results or developments we anticipate will be realized, or even if realized, that they will have the expected effects on the business or operations of the Company. In addition to other factors and matters contained in this document, we believe the following factors could cause actual results to differ materially from those discussed in the forward-looking statements:

Considerations Relating to the Asset Purchase Agreement and the Asset Sale:

- the failure to satisfy the conditions to consummation of the Asset Sale, including the receipt of the required Tidel stockholder approval;
- the occurrence of any event, change or other circumstances that could give rise to the termination of the Asset Purchase Agreement;
  - the failure of the Asset Sale to close for any other reason;
- the outcome of legal proceedings that may be instituted against us and others in connection with the Asset Purchase Agreement; and
  - the amount of the costs, fees, expenses and charges related to the Asset Sale.

Other Factors:

- risks, uncertainties and factors set forth in our reports and documents filed with the Securities and Exchange Commission, or the SEC, (which reports and documents should be read in conjunction with this proxy statement; see “Where You Can Find Additional Information”).

All forward-looking statements contained or incorporated by reference in the proxy statement speak only as of the date of this proxy statement or as of such earlier date that those statements were made and are based on current expectations or expectations as of such earlier date and involve a number of assumptions, risks and uncertainties that could cause the actual result to differ materially from such forward-looking statements. Except as required by law, we undertake no obligation to update or publicly release any revisions to these forward-looking statements or reflect events or circumstances after the date of this proxy statement.

Table of Contents

**SPECIAL FACTORS**

**Tidel does not expect to distribute any portion of the proceeds from the Asset Sale to its stockholders**

Under the terms of the Agreement Regarding NCR Asset Sale and Other Assets Sales, dated as of November 26, 2004, or the Laurus Fee Agreement, by and between the Company and Laurus, the Company must pay Laurus fees, or the Laurus Fee, in respect of the Asset Sale. The Company estimates the Laurus Fee payable to Laurus will be in the range of \$9 million to \$11 million. See “Special Factors --Fee Payable to Laurus” for a more detailed description of the Laurus Fee Agreement. A copy of the Laurus Fee Agreement is included as an exhibit to our Current Report on Form 8-K/A filed January 31, 2006 which is incorporated by reference into this proxy statement and a copy of which is distributed with this proxy statement.

Pursuant to the terms of a stock redemption agreement, dated as of January 12, 2006, with Laurus, we have agreed to repurchase from Laurus, upon the closing of the Asset Sale, all 19,251,000 shares of our common stock held by Laurus at a per share price not less than \$.20 per share nor greater than \$.34 per share following the determination of our assets in accordance with a formula set forth in the stock redemption agreement. See “Special Factors --Laurus Stock Redemption” for a more detailed description of the proposed redemption of our shares held by Laurus. A copy of the Laurus stock redemption agreement is included as an exhibit to our Current Report on Form 8-K/A filed January 31, 2006 which is incorporated by reference into this proxy statement and a copy of which is distributed with this proxy statement.

Following the Asset Sale, the Company will be a shell public company with no operations and the Company will consider all alternatives available to it, including the acquisition of a new business or the dissolution of the Company and liquidation of its assets, the discharge of any remaining liabilities, and the eventual distribution of remaining assets to our stockholders. At this time, the Company cannot give any assurances as to the amount of liquidation proceeds that might eventually be distributed to stockholders or the timing of such distribution, if any. If the Company decides to dissolve and liquidate its assets such action would require the approval of the holders of the majority of its then outstanding shares and we cannot give any assurances as to the amount of liquidation proceeds that might eventually be distributed to you.

**Fee Payable to Laurus**

The Company agreed under the Laurus Fee Agreement that any sales of the Company’s Cash Security business assets on or before November 26, 2009 shall be applied: *first*, towards the repayment of any remaining outstanding indebtedness owing to Laurus; *second*, to Laurus in an amount equal to the applicable excess proceeds percentage, calculated as described below, of the sum of the excess proceeds of the Asset Sale plus the proceeds of the Company’s sale of its ATM business division, minus certain specified payments; and *third*, to Tidel the remainder of any excess proceeds not distributed to Laurus under clause second. The applicable excess proceeds percentage in respect of the Asset Sale will likely be at least 55.87%, given the amount of the purchase price payable under the Asset Purchase Agreement, but may be a greater percentage depending on the amount of proceeds of the Asset Sale.

If Laurus receives excess proceeds from Tidel asset sales in excess of \$2 million, such excess proceeds payments shall be credited towards the repayment of a reorganization fee of at least \$2 million under the Laurus Fee Agreement. In the event that Laurus does not receive the \$2 million reorganization fee on or before November 26, 2009, then the Company must pay any remaining balance due on the reorganization fee to Laurus at such date.

Table of Contents

The Asset Purchase Agreement provides for a cash purchase price of \$17.5 million, less \$100,000 as consideration for Sellers' potential liability in connection with ongoing litigation and is subject to net working capital and cash on hand purchase price adjustments. In certain circumstances, these adjustments could have the effect of reducing the consideration to be received by Tidel in the Asset Sale. Therefore, we cannot predict the exact amount of the purchase price and thus the proceeds that we will receive in connection with the Asset Sale. The Company sold substantially all of the assets of its ATM division to an affiliate of NCR Corporation on January 3, 2006 for a purchase price of approximately \$10.4 million, which is currently subject to a post closing net asset value adjustment. The table below sets out a range of values for the excess proceeds percentage applicable to the total excess proceeds receivable by the Company under the sale of its ATM division to NCR Corporation and the Asset Sale and the corresponding Laurus Fee payable for each such value.

<i>If total net proceeds to Tidel from the sale of both its ATM division to NCR on Jan. 3, 2006 and from the Asset Sale is:</i>	<i>Then applicable excess proceeds percentage is</i>	<i>Corresponding range of Laurus Fee</i>
Greater than or equal to \$14,000,000 and less than \$17,000,000	55.87%	\$7,821,800 to \$9,487,899
Greater than or equal to \$17,000,000 and less than \$18,500,000	56.01%	\$9,521,700 to \$10,361,849
Greater than or equal to \$18,500,000 and less than \$19,500,000	56.1%	\$10,378,500 to \$10,939,499
Greater than or equal to \$19,500,000 and less than \$22,000,000	56.3%	\$10,978,500 to \$12,385,999
Greater than or equal to \$22,000,000 and less than \$25,000,000	56.5%	\$12,430,000 to \$14,124,999
Greater than or equal to \$25,000,000 and less than \$27,000,000	56.7%	\$14,175,000 to \$15,308,999
Greater than or equal to \$27,000,000 and less than \$28,000,000	56.8%	\$15,336,000 to \$15,903,999

### **The Laurus Fee would be substantially less if the Company sold the Cash Security business after November 26, 2009**

Under the terms of the Laurus Fee Agreement, a sale of the Company's assets after November 26, 2009, would only require the Company to pay to Laurus a fee of \$2,000,000.

After considering all alternatives open to the Company, the Company's financial performance and the risk of delaying a sale of the Cash Security business, it is the judgment of the Company's board of directors that the decision to sell the Cash Security business prior to November 26, 2009 at the present time is in the best interests of the Company and its unaffiliated stockholders.

### **Laurus Stock Redemption**

Under the terms of the stock redemption agreement we entered into with Laurus on January 12, 2006, we have agreed to repurchase from Laurus, upon the closing of the Asset Sale, all shares of our common stock held by Laurus at a per share price of not less than \$.20 per share nor greater than \$.34 per share following the determination of our assets in accordance with the formula set forth below.

15

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Table of Contents

The stock redemption agreement with Laurus provides that the purchase price for the shares of our common stock to be repurchased from Laurus shall consist of the per share price (as defined below) multiplied by the 19,251,000 shares of our common stock owned by Laurus. The per share price shall equal the quotient obtained by dividing (1) the value on the closing date of the Asset Purchase Agreement of (A) the sum of the value of all assets of the Company that would be valued by the Company in connection with a liquidation of the Company following the closing of the Asset Sale (after giving effect to such closing), including, but not limited to: (i) all cash and cash equivalents held by the Company, (ii) all marketable securities held by the Company, and (iii) all other remaining tangible and intangible assets held directly or indirectly by the Company valued at fair market value minus (B) the sum of (i) all fees and expenses of the Company and its subsidiaries in connection with the sale of the Company's ATM business division and the Asset Sale through the Asset Sale closing date, (ii) all payments and obligations due to, or on behalf of, present and former employees of the Company and its subsidiaries incurred through the Asset Sale closing date, (iii) all amounts paid or payable to Laurus pursuant to the Laurus Fee Agreement, (iv) all other liabilities of the Company and its subsidiaries, (v) payments due to independent members of our Board in an aggregate amount not to exceed \$400,000, and (vi) a good faith estimate of the costs and expenses which would be incurred in connection with the liquidation of the Company including, without limitation, legal fees, directors and officers insurance, all fees and expenses relating to SEC and governmental filings and related expenses, by (2) the total number of shares of our common stock outstanding on the Asset Sale closing date. Notwithstanding the foregoing, the per share price shall not be less than \$.20 per share nor greater than \$.34 per share. Based upon the 19,251,000 shares owned by Laurus as of January 13, 2006, Laurus can thus expect to receive an aggregate sum between \$3,850,200 and \$6,545,340 upon the redemption of these shares.

Under the terms of an exercise and conversion agreement we entered into with Laurus dated January 12, 2006, if the Asset Sale does not occur by March 31, 2006, we will immediately redeem from Laurus the 18,000,000 shares of our common stock issued to Laurus on January 13, 2006. Pursuant to the terms of the stock redemption agreement with Laurus, Laurus has agreed (i) to the cancellation as of the closing of the Asset Sale of the outstanding warrants that it holds to purchase 4,750,000 shares of our common stock at an exercise price of \$.30 per share, and (ii) not to exercise such warrants prior to the earlier to occur of March 31, 2006 and the date on which the Asset Purchase Agreement is terminated.

**Our principal stockholder, Laurus, has interests in the Asset Sale which are different from, or in addition to, our other stockholders**

Laurus, which held 19,251,000, or 49.8%, of our outstanding shares of common stock as of the record date and which is our principal stockholder, will receive proceeds under the Asset Sale upon our payment to it of the Laurus Fee and upon our redemption of the shares of our common stock which it holds. In addition, we understand that Laurus may provide debt financing to Buyer in order to fund Buyer's purchase obligations under the Asset Purchase Agreement. Laurus will receive fees from Buyer as a result of providing such debt financing.

**The board of directors has identified the Asset Sale as the most suitable method to meet its expected/scheduled liquidity needs**

If stockholders reject the proposed Asset Sale to Buyer, Tidel will be faced with a critical liquidity challenge and urgent need for additional capital. In that situation, Tidel's board of directors would be forced to consider alternatives which it believes are likely to be substantially less favorable than the proposed Asset Sale. Tidel currently knows of no alternative sales or capital raising transactions or strategies that, in the opinion of our board of directors, would be likely to produce a more meaningful value for stockholders. Given Tidel's limited inventory, personnel and cash, and the funds which would be needed to continue operations, our board of directors believes it would be difficult to continue our business or identify another appropriate potential purchaser who could acquire Tidel. Our board of directors expects Tidel to continue to experience cash demands that exceed our cash flow as Tidel requires substantial

working capital to fund its business and meet its debt service and other obligations. Failure to consummate the Asset Sale will have a material adverse effect on our business, results of operations and financial condition.



Table of Contents

**Tidel will have no operations following the Asset Sale**

Following the Asset Sale, Tidel will have substantially no operations. It is the present intention of the board of directors to review Tidel's financial position at that time and consider all options including, without limitation, to distribute the remaining proceeds to stockholders or to acquire a different business. There can be no assurance that the option chosen will be beneficial to stockholders. Until the sale of its Cash Security business, Tidel's revenue and profitability will depend on its ability to maintain and generate additional customers and to maintain and grow its Cash Security business. A reduction in demand for the products and services of its Cash Security business would have a material adverse effect on the Company's business.

**The Asset Purchase Agreement may expose Tidel to contingent liabilities.**

The failure to complete the Asset Sale may result in a decrease in the market value of Tidel's common stock and may create substantial doubt as to Tidel's ability to grow and implement its current business strategies.

The Asset Sale is subject to a number of contingencies. As a result, Tidel cannot assure you that the Asset Sale will be completed. If the Asset Sale is not completed for any reason, the market price of Tidel's common stock may decline.

Table of Contents

**THE ASSET SALE  
(PROPOSAL 1)**

This section of the proxy statement describes certain aspects of the Asset Sale. However, we recommend that you read carefully the complete Asset Purchase Agreement for the precise legal terms of the Asset Sale and other information that may be important to you. The asset purchase agreement is included in this proxy statement as Annex A. Unless otherwise defined in this section, all capitalized terms used in this section have the meanings ascribed to them in the section titled "Summary."

**The Parties to the Asset Sale**

*Tidel Technologies, Inc.*

*Tidel Engineering, L.P.*

Our TACC products are essentially stand-alone safes that dispense cash to an operator in preset amounts. As a deterrent to robbers, \$50 or less in cash is kept in a register at any given time. When a customer requires change in denominations of \$5, \$10 and \$20 bills, the clerk presses a button on the TACC for the appropriate denomination and the cash is dispensed in a plastic tube. The time and frequency it takes to dispense the cash is pre-determined and adjustable so that in high-risk times of operations, transaction times can be slowed to act as a deterrent against robberies. When excess cash is collected, the clerk simply places individual bills back into the plastic tubes and loads them into the TACC for safe storage. Other available features include envelope drop boxes for excess cash, dollar scanners, state lottery interfaces, touch pads requiring user PINs for increased transaction accuracy and an audit trail and reporting capabilities. Our Sentinel products were introduced in 2002. Our Sentinel products have all the functionality of our TACC products, but each has been designed to also reduce the risk of internal theft and increase in-store management efficiencies through its state-of-the-art integration with a store's point-of-sale, or POS, and accounting systems. Our engineering, sales and service departments work closely with distributors and their customers to continually analyze and fulfill their needs, enhance existing products and develop new products.

Engineering, is Tidel's indirect wholly-owned operating subsidiary and, together with Tidel, is a seller under the Asset Purchase Agreement.

Tidel has its principal executive offices at 2900 Wilcrest Drive, Suite 205, Houston, Texas 77042. The telephone number of Tidel's principal executive office is (713) 783-8200.

Engineering has its principal executive offices at 2310 McDaniel Drive, Carrollton, Texas 75006. The telephone number of Engineering's principal executive office is (972) 484-3358.

*Sentinel Operating, L.P.*

Buyer is a Texas limited partnership that was formed solely for the purpose of entering into the Asset Purchase Agreement and consummating the transactions contemplated by the Asset Purchase Agreement. It has not conducted any activities to date other than activities incidental to its formation and in connection with the transactions contemplated by the Asset Purchase Agreement.

After the closing of the Asset Sale Buyer will have its principal executive offices at 2025 Beltline Road, Suite 114, Carrollton Texas 75006. The telephone number of Buyer's principal executive offices will be (972) 484-3358.

Table of Contents

**Background of the Asset Sale**

In November 2004, Tidel completed a refinancing with Laurus which, among other things, required Tidel to accept an offer to buy all or substantially all of its assets, equity interests or other property pursuant to one asset sale or a group of asset sales so long as the aggregate gross proceeds offered met specified financial criteria. In addition, the terms of the Laurus refinancing required Tidel to engage Stifel, Nicolaus & Company, Inc., or Stifel, to provide a fairness opinion to the Company in connection with the sale of the Company's ATM business to NCR Corporation, or NCR, and to act as financial advisor in connection with the strategic alternatives for the Cash Security business. In contemplation of the financing with Laurus, Tidel and Stifel executed an engagement letter on October 21, 2004.

In accordance with the terms of its engagement, Stifel contacted 153 potential buyers, approximately half of whom were financial sponsors and half of whom were strategic buyers, regarding the potential buyers' interest in pursuing a transaction with Tidel with respect to the Cash Security business. Between April and June 2005, the Company and Stifel negotiated and executed confidentiality agreements with 57 interested parties that requested confidential information relevant to a potential transaction with Tidel and the Company received 15 non-binding expressions of interest from parties. During this time period, Stifel also distributed an executive summary concerning Tidel to each interested party, once it executed a confidentiality agreement.

On June 14, 2005, representatives of Stifel met with our board of directors and discussed the results of Stifel's efforts on behalf of Tidel concerning the strategic alternatives for the Cash Security business, including the terms indicated in the 15 expressions of interest. Based on their evaluation of the 15 expressions of interest, our board of directors determined to continue discussions with eight of the 15 parties. Our board of directors decided not to pursue discussions with the other parties based primarily on the price ranges that had been provided and the terms offered to Tidel.

Between late June and mid July, 2005, Tidel management made presentations to eight of the interested parties. All eight interested parties were invited to meet with senior members of Tidel management led by Mark. K. Levenick, the Chief Executive Officer of Engineering, as well as to visit Tidel's offices in Carrollton, Texas, and to review a data room the Company had established for this purpose. The management presentations included a general overview of the Company's Cash Security business, its product and service offerings, its customers, and discussions about historical and projected financial performance. The data room contained printed copies of all documents relevant to the Cash Security business and each party was provided an electronic copy of all materials contained in the data room subject to the terms of the confidentiality agreement that each party had executed with us.

On July 19, 2005, the board of directors discussed the status of the strategic alternative process, including the number of persons that expressed interest in the opportunity, and six of the eight interested parties provided the Company with non-binding letters of intent as to the Cash Security business. Stifel discussed the responses it had received with the board of directors. Based on the consideration offered and the terms submitted, the Company selected a financial sponsor entity as a potential purchaser from the group of six interested parties. This potential purchaser submitted a letter from its financial backers indicating their capability to consummate a purchase of the Cash Security business. In early August 2005, this potential purchaser notified the Company that its original equity financial backer had withdrawn its support for a potential transaction involving our Cash Security business and that it had located another equity financial backer who was willing to support a transaction with respect to our Cash Security business. Senior members of our management made additional presentations to the new prospective equity financial backer during which this new equity financial backer expressed reservations concerning the status of ongoing litigation involving Engineering and the status of its principal customer.

Table of Contents

Subsequently, this prospective purchaser and its financial backers submitted a proposal to the Company with a requirement that Laurus consent to support the transaction and take whatever actions were necessary to cause the transaction to be consummated. After several discussions with Laurus, Mr. Landry received a communication from Laurus on August 26, 2005 to the effect that Laurus would support a management buyout of the Company with a group composed of Mr. Levenick, Mr. Landry, and Mr. Jeffrey R. Galgano, who was affiliated with Stifel, with Laurus to provide the financing to the management participants.

Thereafter, on August 26, 2005, Mr. Landry notified other members of our board, Messrs. Griggs and Clay, of the Laurus proposal and Mr. Landry resigned as chairman of the Company's audit committee in order to pursue the prospective transaction. On September 6, 2005, Laurus informed the Company that it would not support a transaction involving the financial sponsor potential purchaser and Laurus provided a non-binding term sheet to Messrs. Levenick and Landry outlining the terms on which Laurus would provide acquisition financing to the management participants.

On September 8, 2005, Mr. Galgano notified Stifel of his interest in pursuing a transaction with Messrs. Levenick and Landry and on September 21, 2005 Stifel resigned as financial advisor to Tidel and ceased advising the Company in respect of the strategic alternatives for the Cash Security business.

Given the interests of Messrs. Levenick and Landry in the potential transaction, an independent committee of our board of directors was formed in order to negotiate with Buyer the terms of any sale of the Cash Security business.

On September 26, 2005, the independent committee judged the management proposal of the management participants to be superior to all prior proposals and entered into a letter of intent with Messrs. Levenick and Landry under which the independent committee outlined the preliminary terms of a potential sale of the Cash Security business to Buyer, including a purchase price of \$18,750,000 which would include \$17,500,000 for 100% of the assets and business of the Cash Security business and up to \$1,250,000 for working capital if it was reflected on the Company's balance sheet at closing. The letter of intent also provided that (a) financing for the transaction would be provided by Laurus and that there would be no other financing contingency, (b) Messrs. Levenick and Landry would be given 15 days to complete their due diligence in respect of the Asset Sale, and (c) the Company would not to initiate or participate in any discussions or negotiations with, or provide any information or assistance to, or enter into any agreement with any person or entity concerning the sale or transfer of Tidel or Engineering for a period of 60 days after September 27, 2005.

Buyer retained the law firm of Hensley Kim & Edgington, LLC, Denver, Colorado, or HKE, to advise it in respect of the Asset Sale and Olshan Grundman Frome Rosenzweig & Wolosky LLP, New York, New York, or Olshan, advised the Company and the independent committee in respect of the Asset Sale.

On November 3, 2005, an initial draft of the Asset Purchase Agreement, prepared by HKE, was delivered to the Company. The independent committee reviewed the draft Asset Purchase Agreement. The members of the committee discussed the terms of the draft Asset Purchase Agreement with Olshan, including terms that would permit the board of directors to satisfy its fiduciary duties in the event that an unsolicited competing transaction were proposed following the execution of a Asset Purchase Agreement.

From November 3, 2005 to January 12, 2006, the independent committee and Buyer continued to negotiate the terms of the Asset Purchase Agreement and other agreements and documents contemplated by the Asset Purchase Agreement through telephone calls and other communications between their respective representatives and counsel and through the exchange of draft documents. The independent committee and Buyer engaged in intensive negotiations regarding numerous points, including without limitation, concerning the requirement that Buyer's obligations under the Asset Purchase Agreement be subject to a financing contingency, which Buyer eventually agreed to remove.



Table of Contents

On November 29, 2005, in light of the ongoing negotiations and the Company's efforts to close the sale of its ATM business, the parties agreed to extend the exclusivity period under the letter of intent until January 31, 2006.

The independent committee interviewed other investment advisory firms with a view to selecting a firm that would advise the independent committee as to the fairness to the Company's unaffiliated stockholders from a financial point of view of the sale of Cash Security business. The independent committee selected Capitalink to render this opinion to it and entered into an engagement letter with Capitalink on December 7, 2005.

On December 31, 2005, a meeting of the independent committee was held, which was followed by a meeting the board of directors. Messrs. Griggs and Clay, as the sole independent committee members, were present at the meeting of the independent committee, as were representatives from Olshan and Capitalink. A general discussion among the members of the committee then ensued as to the terms of the Asset Purchase Agreement. Following this discussion, the independent committee unanimously found that after due consideration of all relevant factors, the Asset Purchase Agreement and the Asset Sale and related transactions were advisable and fair to and in the best interests of the Company and its unaffiliated stockholders, and recommended to the independent committee and to the board of directors the approval and adoption of the Asset Purchase Agreement.

The full board met next, with representatives of Olshan and Capitalink all present. The full board noted the recommendation of the independent committee in favor of the approval and the adoption of the Asset Purchase Agreement. Both Mr. Levenick and Mr. Landry noted that in light of their respective pending employment and investment arrangements with Buyer and its parent, it would be appropriate for each such director to abstain from the board of directors' vote with respect to the Asset Purchase Agreement, and Mr. Levenick and Mr. Landry abstained from voting on this matter. The board considered the fiduciary obligations of the board of directors in light of the proposed Asset Sale, including the efforts undertaken by the board of directors to explore alternative transactions; the duty owed by the directors to evaluate the Asset Purchase Agreement, the Asset Sale and all related transactions on behalf of the Company's unaffiliated stockholders; and the fact that the independent committee, which is wholly comprised of independent directors not affiliated with Buyer, had determined that the Asset Purchase Agreement, the Asset Sale and related transactions are advisable and are fair to and in the best interests of the Company and its unaffiliated stockholders and had recommended the adoption and approval of the Asset Purchase Agreement; the rights negotiated by the independent committee to terminate the proposed Asset Sale to accept an alternative superior transaction under certain circumstances; and the efforts of the board of directors and its committee to be fully informed and to exercise due care in their deliberations and efforts. The board of directors discussed a number of factors including the proposed terms of the Asset Purchase Agreement, the risks and merits of the Asset Sale and the risks and merits of not pursuing the Asset Sale.

A representative of Capitalink then summarized for the board of directors various aspects of the proposed Asset Sale, a financial analysis of the Company's Cash Security business, an analysis of companies that Capitalink viewed as generally comparable to the Company's Cash Security business, an analysis of transactions that Capitalink viewed as generally comparable to a sale of the Company's Cash Security business, a leveraged buyout analysis and a discounted cash flow analysis of the Company's Cash Security business. The independent committee of the board of directors requested that Capitalink render an opinion as to whether the proposed Asset Sale consideration to be received by the Company was fair from a financial point of view to the Company's unaffiliated stockholders. Capitalink then delivered to the independent committee of Company's board of directors an opinion that, as of December 30, 2005 and based upon and subject to the factors and assumptions set forth in the opinion, the Asset Sale consideration to be received by the Company pursuant to the Asset Purchase Agreement is fair, from a financial point of view, to the Company's unaffiliated stockholders. The full text of the written opinion of Capitalink, which sets forth the assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with such opinion, is attached as Annex B to this proxy statement. The members of the board of directors present at the meeting (excluding Messrs. Levenick and Landry, who had previously abstained) then unanimously found that after due consideration of

all relevant factors, the Asset Purchase Agreement and the Asset Sale and related transactions were advisable and fair to and in the best interests of the Company and its unaffiliated stockholders and recommended that the Company's stockholders vote for the approval and adoption of the Asset Purchase Agreement.

Table of Contents

The Asset Purchase Agreement was executed by the Company, Engineering and Buyer and the related agreements were executed by the parties thereto, in each case, as of January 12, 2006. On January 18, 2006, the Company disclosed its entry into the Asset Purchase Agreement in its Annual Report on Form 10-K for the year ended September 30, 2005. On January 19, 2006 the Company issued a press release announcing the transaction and filed a Current Report on Form 8-K with the SEC, which it subsequently amended on January 21, 2006, which included the Asset Purchase Agreement and other relevant agreements as exhibits thereto.

**Reasons for the Asset Sale**

In reaching its conclusion regarding the fairness of the Asset Sale to our unaffiliated stockholders and its decision to approve and adopt the Asset Purchase Agreement and recommend the approval and adoption of the Asset Purchase Agreement by our stockholders, the board of directors of the Company consulted with management and its financial and legal advisors. The board of directors considered the following factors and potential benefits of the Asset Sale, each of which it believed supported its decision:

- the fact that the Asset Sale consideration is all cash, so that the transaction will allow the Company to immediately realize a fair value, in cash, for its remaining business and will provide the Company's stockholders certainty in assessing the value of Buyer's bid;
- the Asset Sale is the result of an active auction process in which the Company had contact with 153 potential bidders;
- historical and current information concerning the Company's Cash Security business, financial performance and condition, operations, technology, management and competitive position, and current industry, economic and market conditions, including the Company's prospects if it were to remain an independent company;
- the board's belief that the Asset Sale is more favorable to the Company's stockholders than any other alternative reasonably available to it and the Company's stockholders, including the alternative of remaining a stand-alone, independent company and the proposals made by the other bidders in our auction process, as well as the risks and uncertainties associated with those alternatives;
- the decision of Laurus, which held shares representing 49.8% of our outstanding common stock on the record date, to support the Asset Sale and its entry into a voting agreement with Buyer under which it agreed to vote its shares in favor of the Asset Sale;



Table of Contents

- the presentation of Capitalink, including its opinion that, as of the date of its opinion and based upon and subject to the factors and assumptions set forth in such opinion, the Asset Sale consideration to be received by the Company pursuant to the Asset Purchase Agreement is fair, from a financial point of view, to the Company's unaffiliated stockholders (see "The Asset Sale -- Opinion of Capitalink" and Annex B to this proxy statement);
- the financial and other terms and conditions of the Asset Purchase Agreement, the fact that they were the product of arm's-length negotiations between the parties, and the fact that the independent committee (which is comprised solely of independent directors) unanimously recommended the approval and adoption of the Asset Purchase Agreement;
  - the terms of the Asset Purchase Agreement, including without limitation:
    - the provisions of the Asset Purchase Agreement that allow the board of directors, under certain limited circumstances if required to comply with its fiduciary duties under applicable law, to change its recommendation that the Company's stockholders vote in favor of the approval and adoption of the Asset Purchase Agreement;
    - the provisions of the Asset Purchase Agreement that allow the Company, under certain limited circumstances if required by the board of directors to comply with its fiduciary duties under applicable law, to furnish information to and conduct negotiations with third parties;
    - the provisions of the Asset Purchase Agreement that provide the board of directors the ability to terminate the Asset Purchase Agreement in order to accept a financially superior proposal (subject to certain conditions contained in the Asset Purchase Agreement and the payment to Buyer of \$400,000); and
    - the conclusion of the board of directors that the requirement to pay Buyer \$400,000 in the event that the Asset Purchase Agreement is terminated under certain circumstances was reasonable in light of the benefits of the Asset Sale, the auction process conducted by the Company and commercial practice; and
    - the fact that the completion of the Asset Sale requires the approval and adoption of the holders of a majority of the Company's common stock outstanding on the record date.

The board of directors also considered and balanced against the potential benefits of the Asset Sale the following potentially adverse factors concerning the Asset Sale:

- the fact that if the Company waited until after November 26, 2009 in order to sell its Cash Security business, the amounts payable to Laurus under the Laurus Fee Agreement in respect of such a sale would be substantially reduced;
- the risk that the Asset Sale might not be completed in a timely manner or at all, including the risk that the Asset Sale will not occur if Buyer fails to obtain financing;
  - the interests of the Company's management in the Asset Sale;
  - the fact that the Company will no longer exist as an operating company;

Table of Contents

- the fact that the Company's stockholders will not participate in any future earnings or growth of the Cash Security business;
- the fact that the Company was entering into an Asset Purchase Agreement with a newly formed entity with essentially no assets and, accordingly, that the Company will have no recourse for a failure by Buyer to close or for a breach of the Asset Purchase Agreement;
- the restrictions on the conduct of the Company's business prior to completion of the Asset Sale, requiring the Company to conduct its business only in the ordinary course, subject to specific limitations or Buyer's consent, which may delay or prevent the Company from undertaking business opportunities that may arise pending completion of the Asset Sale;
- the restrictions on the board's ability to solicit or engage in discussions or negotiations with a third party regarding specified transactions involving the Company and the requirement that the Company pay Buyer \$400,000 in certain cases in the event of a termination of the Asset Purchase Agreement on the part of Sellers;
- the risk of diverting management focus and resources from other strategic opportunities and from operational matters while working to implement the Asset Sale; and
  - the possibility of management and employee disruption associated with the Asset Sale.

In addition, the board of directors believed that sufficient procedural safeguards were and are present to ensure the fairness of the Asset Sale to the unaffiliated stockholders. These procedural safeguards include the following:

- the independent committee, which consists entirely of directors who are not officers or employees of Tidel, acted to represent solely the interests of the unaffiliated stockholders and to negotiate with Buyer and Laurus on behalf of such stockholders;
- no member of the independent committee has an interest in the proposed Asset Sale different from that of our other stockholders, other than the fact that members of the independent committee may receive up to \$400,000 in the aggregate following the Asset Sale in recognition of their extraordinary service to the Company and members of the independent committee will be entitled to customary indemnification and officer and director liability insurance coverage under the terms of the Asset Sale;
- the independent committee received legal advice from Olshan, as legal advisor, which has extensive experience in transactions similar to the Asset Sale;
- the Asset Sale was unanimously approved by the directors present at the meeting called for that purpose, which included all of the directors except Mark K. Levenick and Raymond P. Landry who abstained from voting on that matter;
- the independent committee requested and received from Capitalink an opinion that the consideration to be paid pursuant to the Asset Purchase Agreement was fair from a financial point of view to our unaffiliated stockholders;
- the independent committee, with the assistance of its legal advisor, conducted extensive negotiations with Buyer and had the authority to reject the terms of the Asset Sale. As a result of these negotiations, the independent committee believed that the purchase price payable under the Asset Purchase Agreement was the highest price that Buyer was willing to pay in the Asset Sale;



Table of Contents

- the Company's ability, subject to compliance with the terms and conditions of the Asset Purchase Agreement, to terminate the Asset Purchase Agreement prior to the completion of the Asset Sale in order to approve any alternative transaction proposed by a third party that is a "superior proposal," as defined in the Asset Purchase Agreement; and

- the fact that the unaffiliated stockholders have the right to vote on the Asset Purchase Agreement.

After taking into account all of the factors set forth above, as well as others, the board of directors agreed that the benefits of the Asset Sale outweighed the risks and that the Asset Purchase Agreement, the Asset Sale and the related transactions contemplated by the Asset Purchase Agreement are advisable and are fair to and in the best interests of the Company and its unaffiliated stockholders. The board of directors has approved and adopted the Asset Purchase Agreement and recommends that the Company's stockholders vote to approve and adopt the Asset Purchase Agreement at the Special Meeting.

The board of directors did not assign relative weights to the above factors or the other factors considered by it. In addition, the board of directors did not reach any specific conclusion on each factor considered, but conducted an overall analysis of these factors. Individual members of the board of directors may have given different weights to different factors.

**Recommendations of the Independent Committee**

The independent committee unanimously found that after due consideration of all relevant factors:

- the Asset Purchase Agreement, the Asset Sale and related transactions are advisable and fair to and in the best interests of the Company and its unaffiliated stockholders;

- recommended to the board of directors the approval and adoption of the Asset Purchase Agreement; and

- the Asset Sale represented the most favorable alternative reasonably available to the Company and its unaffiliated stockholders.

**Recommendation of the Company's Board of Directors**

The board of directors of the Company has determined (with interested directors abstaining) that the Asset Purchase Agreement, the Asset Sale and related transactions:

- are advisable and are fair to and in the best interests of the Company and its unaffiliated stockholders and has approved and adopted the Asset Purchase Agreement; and

- recommends that Tidel's stockholders vote "FOR" the approval and adoption of the Asset Purchase Agreement.

Table of Contents

**Required Vote**

The approval of the Asset Purchase Agreement, the Asset Sale and related transactions requires the approval of a majority of the holders of our outstanding shares of common stock. Shares that are voted “FOR” or “AGAINST” the proposal or marked “ABSTAIN” will be counted towards the vote requirement. Broker non-votes, if any, will not be counted towards the vote requirement. Laurus and our officers and directors have agreed to vote an aggregate of 19,860,905 shares, representing approximately 51.4% of the shares of our common stock entitled to vote at the special meeting, in favor of the approval and adoption of the Asset Purchase Agreement, the Asset Sale and related transactions. Such votes are sufficient to approve and adopt the Asset Purchase Agreement, the Asset Sale and related transactions, regardless of the vote of any other person.

**THE BOARD OF DIRECTORS RECOMMENDS A VOTE “FOR” PROPOSAL 1.**

**Opinion of Capitalink**

Capitalink made presentations to both the independent committee of our board of directors and to our board of directors on December 31, 2005 and subsequently delivered its written opinion to the independent committee of our board of directors, which stated that, as of December 30, 2005, and based upon and subject to the assumptions made, matters considered, and limitations on its review as set forth in the opinion, the Asset Sale consideration to be received by the Company pursuant to the Asset Purchase Agreement is fair, from a financial point of view, to the Company’s unaffiliated stockholders. The amount of the purchase price payable under the Asset Sale was determined pursuant to negotiations between us and Buyer and not pursuant to recommendations of Capitalink. The full text of the written opinion of Capitalink is attached as Annex B and is incorporated by reference into this proxy statement.

You are urged to read the Capitalink opinion carefully and in its entirety for a description of the assumptions made, matters considered, procedures followed and limitations on the review undertaken by Capitalink in rendering its opinion. The summary of the Capitalink opinion set forth in this proxy statement is qualified in its entirety by reference to the full text of the opinion.

The Capitalink opinion is not intended to be and does not constitute a recommendation to you as to how you should vote or proceed with respect to the Asset Sale.

Capitalink was not requested to opine as to, and the opinion does not in any manner address, the relative merits of the Asset Sale as compared to any alternative business strategy that might exist for us, our underlying business decision to proceed with or effect the Asset Sale, and other alternatives to the Asset Sale that might exist for us.

In arriving at its opinion, Capitalink took into account an assessment of general economic, market and financial conditions, as well as its experience in connection with similar transactions and securities valuations generally. In so doing, among other things, Capitalink:

· Reviewed the Asset Purchase Agreement.

· Reviewed publicly available financial information and other data with respect to Tidel, including the Annual Report on Form 10-K (and amendments thereto) for the year ended September 30, 2004, the Quarterly Report on Form 10-Q for the nine months ended June 30, 2005, the Proxy Statement on Schedule 14A filed November 30, 2005, and the Current Report on Form 8-K filed November 30, 2005.

Table of Contents

- Reviewed non-public information and other data with respect to Tidel, including various internal financial management reports.
- Reviewed the range of the purchase price payable under the Asset Sale.
- Considered the historical financial results and present financial condition of the Cash Security business.
- Reviewed and analyzed the Cash Security business's projected unlevered free cash flows and prepared a discounted cash flow analysis.
- Reviewed and analyzed certain financial characteristics of publicly-traded companies that were deemed to have characteristics comparable to the Cash Security business.
- Reviewed and analyzed certain financial characteristics of target companies in transactions where such target company was deemed to have characteristics comparable to that of the Cash Security business.
- Reviewed the Cash Security business's projected future cash flows and prepared a leveraged buyout analysis.
- Reviewed an analysis prepared by Stifel regarding the marketing of the Cash Security business for sale, including bids received.

Capitalink also performed such other analyses and examinations as it deemed appropriate and held discussions with Tidel management in relation to certain financial and operating information furnished to Capitalink, including financial analyses with respect to their respective business and operations.

In arriving at its opinion, Capitalink relied upon and assumed the accuracy and completeness of all of the financial and other information that was used without assuming any responsibility for any independent verification of any such information. Further, Capitalink relied upon the assurances of Tidel management that they were not aware of any facts or circumstances that would make any such information inaccurate or misleading. With respect to the financial information and projections utilized, Capitalink assumed that such information has been reasonably prepared on a basis reflecting the best currently available estimates and judgments, and that such information provides a reasonable basis upon which it could make an analysis and form an opinion. Capitalink did not make a physical inspection of the properties and facilities of Tidel and did not make or obtain any evaluations or appraisals of the assets and liabilities (contingent or otherwise) of Tidel or the Cash Security business. In addition, Capitalink did not attempt to confirm whether Tidel or the Cash Security business had good title to their respective assets. Capitalink assumed that the Asset Sale will be consummated in a manner that complies in all respects with the applicable provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and all other applicable federal and state statutes, rules and regulations. Capitalink assumes that the Asset Sale will be consummated substantially in accordance with the terms set forth in the Asset Purchase Agreement, without any further amendments thereto, and that any amendments, revisions or waivers thereto will not be detrimental to the unaffiliated stockholders.

Capitalink's opinion is necessarily based upon market, economic and other conditions as they existed on, and could be evaluated as of, December 30, 2005. Accordingly, although subsequent developments may affect its opinion, Capitalink has not assumed any obligation to update, review or reaffirm its opinion.

Table of Contents

In connection with rendering its opinion, Capitalink performed certain financial, comparative and other analyses as summarized below. Each of the analyses conducted by Capitalink was carried out to provide a different perspective on the Asset Sale, and to enhance the total mix of information available. Capitalink did not form a conclusion as to whether any individual analysis, considered in isolation, supported or failed to support an opinion as to the fairness, from a financial point of view, of the purchase price payable under the Asset Sale to unaffiliated stockholders. Further, the summary of Capitalink's analyses described below is not a complete description of the analyses underlying Capitalink's opinion. The preparation of a fairness opinion is a complex process involving various determinations as to the most appropriate and relevant methods of financial analysis and the application of those methods to the particular circumstances and, therefore, a fairness opinion is not readily susceptible to partial analysis or summary description. In arriving at its opinion, Capitalink made qualitative judgments as to the relevance of each analysis and factor that it considered. In addition, Capitalink may have given various analyses more or less weight than other analyses, and may have deemed various assumptions more or less probable than other assumptions, so that the range of valuations resulting from any particular analysis described above should not be taken to be Capitalink's view of the value of Cash Security business's assets. The estimates contained in Capitalink's analyses and the ranges of valuations resulting from any particular analysis are not necessarily indicative of actual values or actual future results, which may be significantly more or less favorable than suggested by such analyses. In addition, analyses relating to the value of businesses or assets neither purport to be appraisals nor do they necessarily reflect the prices at which businesses or assets may actually be sold. Accordingly, Capitalink's analyses and estimates are inherently subject to substantial uncertainty. Capitalink believes that its analyses must be considered as a whole and that selecting portions of its analyses or the factors it considered, without considering all analyses and factors collectively, could create an incomplete and misleading view of the process underlying the analyses performed by Capitalink in connection with the preparation of its opinion.

The analyses performed were prepared solely as part of Capitalink's analysis of the fairness, from a financial point of view, of the purchase price payable under the Asset Sale to the unaffiliated stockholders, and were provided to our board of directors in connection with the delivery of Capitalink's opinion. The opinion of Capitalink was just one of the many factors taken into account by our board of directors in making its determination to approve the Asset Sale, including those described elsewhere in this proxy statement.

*Cash Security Business Financial Review*

Capitalink undertook a review of the Cash Security business's historical financial data in order to understand and interpret its operating and financial performance and strength. As part of this analysis, the Cash Security business's revenue and earnings are adjusted to remove any unusual or extraordinary sources of revenue and expenses. The adjustments provide a more accurate portrayal of the Cash Security business's underlying operating earnings and financial performance. Capitalink noted the following:

- Net revenue has increased significantly over the review period from approximately \$7.7 million in fiscal year 2002 to approximately \$19.4 million in fiscal year 2005 representing a compound annual growth rate of 35.9%. This increase in revenue is attributed to the increase in the number of Sentinel units sold, particularly in fiscal year 2005 when an estimated 1,867 units were sold, compared with 240 in fiscal year 2003 and 191 in fiscal year 2004.
- Gross profit increased from approximately \$3.0 million in fiscal year 2002 to approximately \$8.6 million in fiscal year 2005. Normalized earnings before interest, taxes, depreciation and amortization, or EBITDA, also increased over the review period in line with revenues and gross margin from approximately \$0.5 million in fiscal year 2002 to approximately \$4.1 million in fiscal year 2005.

Table of Contents

The Company expects continued future increases in sales, as a result of increased demand for the Sentinel product (primarily due to a major contract with a single customer) and upgrades to existing TACC locations.

*Purchase Price Payable Under the Asset Sale Review*

The purchase price payable under the Asset Sale consists of a cash payment of \$17.5 million plus a working capital and cash adjustment, and less an adjustment for litigation.

Utilizing a draft balance sheet for the Cash Security business as of September 30, 2005, Capitalink estimated a pro forma purchase price payable under the Asset Sale of approximately \$18.1 million (which includes a working capital adjustment of approximately \$0.7 million and an adjustment for litigation of approximately \$0.1 million).

*Valuation Overview*

Based upon a review of the historical financial data and certain other qualitative data for the Cash Security business, Capitalink utilized several valuation methodologies to determine a range of values for the Cash Security business. Capitalink utilized the discounted cash flow, the comparable company, the comparable transaction and leveraged buyout analyses (all of which are discussed in more detail hereinafter) to derive an indicated equity value for the Cash Security business.

Capitalink weighted the four approaches equally and then deducted the \$0.1 million adjustment for litigation to arrive at an indicated equity value range of approximately \$15.6 million and approximately \$19.2 million.

Capitalink noted that the September 30, 2005 pro forma purchase price payable under the Asset Sale of approximately \$18.1 million was within the Cash Security business's indicated equity value range.

*Cash Security Business Discounted Cash Flow Analysis*

A discounted cash flow analysis estimates value based upon a company's projected future free cash flow discounted at a rate reflecting risks inherent in its business and capital structure. Unlevered free cash flow represents the amount of cash generated and available for principal, interest and dividend payments after providing for ongoing business operations.

While the discounted cash flow analysis is the most scientific of the methodologies used, it is dependent on projections and is further dependent on numerous industry-specific and macroeconomic factors.

Capitalink utilized the forecasts provided by Tidel management, which project a gradual increase in revenues from fiscal year 2005 to fiscal year 2008 from approximately \$19.4 million to \$26.2 million, respectively. This represents a compound annual growth rate of approximately 10.4% over the period.

The forecasts also project an improvement in EBITDA from fiscal year 2005 to fiscal year 2008 from approximately \$4.1 million to \$6.4 million, respectively. This represents an improvement in the Company's EBITDA margin from 21.2% to 24.5% and a compound annual growth rate of 15.8%. The projections also assume the Cash Security business is moved from its existing facilities to a new premise, and includes assumptions for the moving expenses and the new lease expenses.

In order to arrive at a present value, Capitalink utilized discount rates ranging from 24.5% to 25.5%. This was based on an estimated weighted average cost of capital of 25.3% (based on the Company's estimated weighted average cost of debt of 10.0% and 27.9% estimated cost of equity). The cost of equity was derived utilizing the Ibbotson build up method utilizing appropriate industry risk and size premiums and a company specific risk factor of 4.0%, which takes into account the Cash Security business's limited history of operating profits, significant customer and product concentration and risks related to a major contract.





Table of Contents

Capitalink presented a range of terminal values at the end of the forecast period by applying a range of terminal exit multiples based on revenue and EBITDA as well as long term perpetual growth rates.

Utilizing terminal revenue multiples of between 0.80 times and 1.00 times, terminal EBITDA multiples of between 3.5 times and 4.5 times and long term perpetual growth rates of between 4.0% and 5.0%, Capitalink calculated a range of indicated enterprise values by weighting the above indications equally.

Capitalink deducted net debt of approximately \$31,000 (related to vehicle leases) to derive an indicated equity value range of approximately \$18.1 million to approximately \$21.1 million.

*Cash Security Business Comparable Company Analysis*

A selected comparable company analysis reviews the trading multiples of publicly traded companies that are similar to the Cash Security business with respect to business and revenue model, operating sector, size and target customer base.

Due to the difficulty of finding publicly listed companies that matched the operating characteristics of the Cash Security business, Capitalink broadened its search to include companies that manufacture and market safe and vault systems, ATM and POS related products (primarily to grocery and chain stores), and other specialized electronic cash related products, or the Comparable Companies.

All of the Comparable Companies are classified under the SIC code 3578 (Calculating and Accounting Machines, Except Computers). Capitalink also noted that most of the Comparable Companies manufacture and sell a number of different products and offer various other related services to their customers. In comparison, the Cash Security business sells two primary products, of which the Sentinel product made up over 70% of total sales. In addition, customer concentration is very high with one contract generating approximately 80% of total Sentinel sales.

All of the Comparable Companies are larger than the Cash Security business, with last twelve month revenue ranging from approximately \$25.9 million to approximately \$2.5 billion, compared with approximately \$19.4 million for the Cash Security business.

From an EBITDA basis, the Cash Security business is more profitable than most of the Comparable Companies, with last twelve month EBITDA margins ranging from approximately (38.5)% to approximately 25.5%, compared with approximately 21.2% for the Cash Security business. Capitalink noted that the EBITDA margins for the Comparable Companies are generally lower than the Cash Security business partly because the Cash Security business's expenses do not include public company costs.

Capitalink also noted that with the exception of CashGuard AB, all of the Comparable Companies have had at least three years of positive profitability. In comparison, fiscal year 2005 is the first year that the Cash Security business has become profitable.

Table of Contents

Multiples utilizing market value and enterprise value were used in the analyses. For comparison purposes, all operating profits including EBITDA were normalized to exclude unusual and extraordinary expenses and income.

Capitalink noted the following with respect to the multiples generated:

- The enterprise value to last twelve month revenue multiple ranged from 0.51 times to 2.68 times, with a mean of 1.64 times.
- The enterprise value to calendar year 2005 revenue multiple ranged from 0.46 times to 2.21 times, with a mean of 1.39 times.
- The enterprise value to calendar year 2006 revenue multiple ranged from 0.36 times to 1.95 times, with a mean of 1.25 times.
- The enterprise value to last twelve month EBITDA multiple ranged from 7.3 times to 10.8 times, with a mean of 9.2 times.
- The enterprise value to calendar year 2005 EBITDA multiple ranged from 7.2 times to 12.0 times, with a mean of 9.1 times.
- The enterprise value to calendar year 2006 EBITDA multiple ranged from 6.1 times to 9.8 times, with a mean of 8.1 times.
- The enterprise value to mean fiscal year 2004 and fiscal year 2005 EBITDA multiple ranged from 8.2 times to 15.8 times, with a mean of 11.0 times.

Capitalink selected an appropriate multiple range for the Cash Security business by examining the range indicated by the Comparable Companies and then applied this multiple range to the Cash Security business's ranges of last twelve month 2005 revenue, calendar year 2006 revenue, last twelve month 2005 EBITDA, calendar year 2006 EBITDA, and mean EBITDA.

Capitalink noted that the financials used in calculating the multiples of the Comparable Companies include public company costs. Therefore, the calculated Comparable Company multiples would be higher than appropriate for the Cash Security business, whose financials do not include public company costs.

Capitalink expects the Cash Security business's valuation multiples to be significantly below the mean of the Comparable Companies due a number of factors:

- The Cash Security business has little operating profit history.
- Current and future EBITDA is heavily dependent on one product line.
- Current and future EBITDA is heavily dependent on one customer.
- The product sold by the Cash Security business is highly specialized.
- Lack of public company costs, as noted above.

Based on the above factors, the multiple ranges selected for the Company were as follows:



Table of Contents

- Between 0.80 and 1.0 times last twelve month 2005 revenue.
- Between 0.65 and 0.85 times calendar year 2006 revenue.
- Between 6.0 and 8.0 times Mean EBITDA (fiscal year 2004-fiscal year 2005).
- Between 3.5 and 4.5 times last twelve month 2005 EBITDA.
- Between 3.0 and 4.0 times calendar year 2006 EBITDA.

Based on the selected multiple ranges, Capitalink calculated a range of enterprise values for the Cash Security business by weighting the above indications equally.

Capitalink deducted net debt of approximately \$31,000 (related to vehicle leases) to derive an indicated equity value range of approximately \$13.8 million to approximately \$18.0 million.

None of the Comparable Companies have characteristics identical to the Cash Security business. An analysis of publicly traded comparable companies is not mathematical; rather it involves complex consideration and judgments concerning differences in financial and operating characteristics of the Comparable Companies and other factors that could affect the public trading of the Comparable Companies.

*Cash Security Business Comparable Asset Sale Analysis*

A comparable transaction analysis involves a review of merger, acquisition and asset purchase transactions involving target companies that are in related industries to the Cash Security business. The comparable transaction analysis generally provides the widest range of value due to the varying importance of an acquisition to a buyer (i.e., a strategic buyer willing to pay more than a financial buyer) in addition to the potential differences in the transaction process (i.e., competitiveness among potential buyers).

Capitalink located five transactions announced since September 2003 involving target companies involved in the manufacture and sale of electronics safes and vaults, POS and ATM systems and other specialized electronic cash equipment, or the Comparable Asset Sales, and for which detailed financial information was available.

Based on the information disclosed with respect to the targets in the each of the Comparable Asset Sales, Capitalink calculated and compared the enterprise values as a multiple of last twelve month revenue and last twelve month EBITDA.

Capitalink noted the following with respect to the multiples generated:

- The enterprise value to last twelve month revenue multiple ranged from 0.24 times to 1.17 times, with a mean of 0.83 times.
- The enterprise value to last twelve month EBITDA multiple ranged from 3.5 times to 10.7 times, with a mean of 8.1 times.

Capitalink expects the Cash Security business's valuation multiples to be significantly below the mean of the Comparable Asset Sales due a number of factors:

- The Cash Security business has little operating profit history.



Table of Contents

- Current and future EBITDA is heavily dependent on one product line.
- Current and future EBITDA is heavily dependent on one customer.
- The product sold by the Cash Security business is highly specialized.

Capitalink determined a range of indicated enterprise values for the Cash Security business by selecting a range of valuation multiples based on the Comparable Asset Sales, and then applied them to the Cash Security business's last twelve month revenue and last twelve month EBITDA.

Taking into account such factors, Capitalink selected a multiple range for the Cash Security business's last twelve month revenue of between 0.80 and 1.0 times, and last twelve month EBITDA of between 4.0 and 5.0 times. Based on the selected multiple ranges, Capitalink calculated a range of enterprise values for the Company by weighting the above indications equally.

Capitalink deducted net debt of approximately \$31,000 (related to vehicle leases) to derive an indicated equity value range of approximately \$16.0 million to approximately \$20.0 million.

None of the target companies in the Comparable Asset Sales have characteristics identical to the Cash Security business. Accordingly, an analysis of comparable business combinations is not mathematical; rather it involves complex considerations and judgments concerning differences in financial and operating characteristics of the target companies in the Comparable Asset Sales and other factors that could affect the respective acquisition values.

*Cash Security Business Leveraged Buyout Analysis*

A leveraged buyout analysis examines the free cash flows of the Cash Security business, and determines the price a leveraged buyout firm might theoretically be willing to pay in a leveraged buyout transaction in order to generate acceptable internal rates of return.

The leveraged buyout analysis assumes the leveraged buyout firm would be able to realize a return on its investment in the Cash Security business through a sale or public offering of the Cash Security business at the end of fiscal year 2010.

Capitalink utilized projections provided by Tidel management from fiscal year 2006 to fiscal year 2007, and assumed 10% revenue growth in each of fiscal year 2008, fiscal year 2009 and fiscal year 2010.

The key assumptions utilized in this analysis are as follows:

- The leveraged buyout firm target return is expected to be between 30.0% and 35.0%.
- The Cash Security business is sold at the end of fiscal 2010 at an EBITDA multiple of 4.0 times to 5.0 times.
- Total debt of \$8.0 million is used to leverage the investment.

Based on the leveraged buyout analysis, Capitalink determined an implied indicated equity value range for the Cash Security business of between approximately \$14.9 million and \$18.0 million.

Based on the information and analyses set forth above, Capitalink delivered its written opinion to our board of directors, which stated that, as of December 30, 2005, based upon and subject to the assumptions made, matters considered, and limitations on its review as set forth in the opinion, the purchase price payable under the Asset Sale is

fair, from a financial point of view, to the unaffiliated stockholders. Capitalink is an investment banking firm that, as part of its investment banking business, regularly is engaged in the evaluation of businesses and their securities in connection with mergers, acquisitions, corporate restructurings, private placements, and for other purposes. We determined to use the services of Capitalink because it is a recognized investment banking firm that has substantial experience in similar matters. Capitalink does not beneficially own any interest in Tidel or Engineering and has not provided either company with any other services.

33

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Table of Contents

Pursuant to the terms of the engagement letter between Capitalink and Tidel, Capitalink received a fee of \$75,000 from the Company and reimbursement by the Company for expenses upon the delivery of its fairness opinion dated December 30, 2005. The terms of the fee arrangement with Capitalink, which Tidel and Capitalink believe are customary in transactions of this nature, were negotiated at arms' length between the independent committee and Capitalink.

**Purpose of the Asset Sale**

The purpose of the Asset Sale for Tidel is to enable it to immediately realize the value of its remaining business. In this respect, the independent committee and the board of directors believed that the Asset Sale was more favorable to the Company's stockholders than any other alternative reasonably available because of the uncertain returns to such stockholders in light of the Company's business, operations, financial condition, strategy and prospects, as well as the risks involved in achieving those prospects, and general industry, economic and market conditions, both on a historical and on a prospective basis. In particular, the independent committee and the board of directors believe that we face several challenges in our efforts to increase stockholder value, including competition from companies with substantially greater scale. For these reasons, and the other reasons discussed under "The Asset Sale -- Reasons for the Asset Sale," the independent committee and the board of directors each have determined that the Asset Purchase Agreement, the Asset Sale and related transactions are advisable and are fair to and in the best interests of the Company and its unaffiliated stockholders.

**Effects of the Asset Sale**

If the Asset Purchase Agreement, the Asset Sale and the other transactions contemplated thereby are approved and adopted by our stockholders and the other conditions to closing are satisfied, we will be a shell public company with no operations and we will consider all available alternatives, including the acquisition of a new business or the dissolution of the Company and liquidation of its assets, the discharge of any remaining liabilities, and the eventual distribution of remaining assets to our stockholders. If the Company decides to dissolve and liquidate its assets such action would require the approval of the holders of the majority of its then outstanding shares and we cannot give any assurances as to the amount of liquidation proceeds that might eventually be distributed to you. Also, in the event the Asset Sale is approved and adopted and consummated, we have agreed to redeem from Laurus all 19,251,000 shares of our common stock that it currently holds at a per share price not less than \$.20 per share nor greater than \$.34 per share following the determination of our assets in accordance with a formula set forth in the stock redemption agreement. See "Special Factors --Laurus Stock Redemption" for a more detailed description of the proposed redemption of our shares held by Laurus. We must pay to Laurus fees in respect of the Asset Sale which we estimate will range between \$9 million and \$11 million. See "Special Factors --Fee Payable to Laurus" for a more detailed description of the fees payable to Laurus, including how they will be calculated.

Table of Contents

**Financing**

*Fees and Expenses of the Asset Sale*

The Company estimates that the total amount of funds necessary to complete the Asset Sale and the related transactions is anticipated to be approximately \$\_\_\_\_\_ million which includes approximately:

- \$\_\_\_\_\_ million to be paid to Laurus in respect of the Laurus Fee;
- \$\_\_\_\_\_ million to be paid to Laurus upon the redemption of all the shares of our common stock that it holds;
- \$470,000 in aggregate amount to be paid as a termination payments to four officers of Sellers upon the closing of the Asset Sale;
- up to \$400,000 payable to our independent directors in respect of their extraordinary services to the Company; and
- \$\_\_\_\_\_ million to pay related fees and expenses of the Company in connection with the Asset Sale and related transactions.

The expenses estimated to be incurred in connection with the Asset Sale are as follows:

- Accounting fees and expenses;
- Advisory fees and expenses;
- Legal fees and expenses;
- Printing, solicitation and mailing costs;
- SEC filing fee; and
- Miscellaneous expenses.

If the Asset Sale is consummated, these payments are expected to be funded by available cash of the Company.

If the Asset Sale is not consummated, we would be obligated to make some of these payments out of available cash of the Company. In addition, if the Asset Sale is not consummated under certain circumstances described under “The Asset Purchase Agreement -- Buyer Fee,” we may be obligated to pay Buyer \$400,000.

*Buyer Financing*

Laurus and the management participants have entered into a non-binding term sheet concerning the provision of acquisition financing to Buyer in respect of the Asset Sale. In connection with this financing Laurus would receive from an affiliate of Buyer a secured convertible promissory note and an option to purchase stock of such affiliate. The final terms and conditions of the acquisition financing are subject to negotiations between Laurus and Buyer’s affiliates and the execution and delivery of definitive agreements.

Table of Contents

**Termination Payments**

We have agreed to make payments of \$470,000 in the aggregate to four of our officers and employees, Mark K. Levenick, M. Flynt Moreland, Troy D. Richard and Robert M. Gutierrez, in connection with the termination of their employment with the Sellers and upon the closing of the Asset Sale.

**Indemnification and Insurance**

The Asset Purchase Agreement provides that all rights to indemnification or exculpation existing in favor of the employees, agents, directors or officers of Tidel and its subsidiaries in effect on the date of the Asset Purchase Agreement will continue in full force and effect for a period of six years after the Asset Sale; and that Tidel, for a period of six years after the Asset Sale, will maintain directors' and officers' and fiduciaries' liability insurance covering the officers and directors of Tidel and its subsidiaries as of the date of the Asset Purchase Agreement on comparable terms and coverage as is in effect for the officers and directors of Tidel and its subsidiaries on the date of the Asset Sale and if Tidel is dissolved prior to the termination of this six year period, Tidel shall first extend to and pay Tidel's directors' and officers' and fiduciaries' liability insurance policy on commercially reasonable terms for all directors and officers of Tidel as of the date of the Asset Purchase Agreement.

**Material United States Federal Income Tax Consequences**

The proposed Asset Sale will be a transaction taxable to Tidel for United States consolidated federal income tax purposes. Tidel will recognize taxable income equal to the amount realized on the sale in excess of Tidel's tax basis in the assets sold. The amount realized on the sale will consist of the cash received in exchange for the assets sold, plus the amount of liabilities assumed by Buyer.

Although the Asset Sale will result in a taxable gain to Tidel, we expect the majority of the taxable gain will be offset to the extent of net operating losses. The taxable gain will differ from the gain to be reported in the Tidel financial statements due to temporary tax differences and certain other differences between the tax laws and generally accepted accounting principles.

While Tidel believes that it will be able to apply the tax net operating loss carry forwards without limitation against the taxable gain from the sale of the assets, the availability and amount of net operating loss carryforwards may be subject to audit and adjustment by the Internal Revenue Service. In the event the Internal Revenue Service adjusts the net operating loss carryforwards, Tidel may incur an increased tax liability on a consolidated basis on the sale of the assets.

Tidel stockholders will experience no federal income tax consequences as a result of the consummation of the proposed sale of the assets by Tidel to Buyer pursuant to the Asset Purchase Agreement.

**Regulatory Approvals**

The Company is not aware of any regulatory requirements or governmental approvals or actions that may be required to consummate the Asset Sale, except for compliance with the applicable regulations of the Securities and Exchange Commission in connection with this proxy statement and the Delaware General Corporation Law in connection with the Asset Sale.

Table of Contents

**THE ASSET PURCHASE AGREEMENT**

The following summarizes material provisions of the Asset Purchase Agreement, a copy of which is attached to this proxy statement as Annex A. This summary does not purport to be complete and may not contain all of the information about the Asset Purchase Agreement that is important to you. We encourage you to read carefully the Asset Purchase Agreement in its entirety because the rights and obligations of the parties are governed by the express terms of the Asset Purchase Agreement and not by this summary or any other information contained in this proxy statement.

The description of the Asset Purchase Agreement in this proxy statement has been included to provide you with information regarding its terms. The Asset Purchase Agreement contains representations and warranties made by and to the Company, Engineering and Buyer as of specific dates. The statements embodied in those representations and warranties were made for purposes of that contract between the parties and are subject to qualifications and limitations agreed by the parties in connection with negotiating the terms of that contract, including qualifications set forth on the disclosure schedules to the Asset Purchase Agreement. In addition, certain representations and warranties were made as of a specified date, may be subject to contractual standards of materiality different from those generally applicable to stockholders, or may have been used for the purpose of allocating risk between the parties rather than establishing matters as facts.

**Closing**

Closing under the Asset Purchase Agreement will occur on the business day following the satisfaction or waiver of all conditions to the obligations of the parties to consummate the transactions contemplated thereby, including the approval and adoption of the Asset Sale by the holders of a majority of the Company's common stock outstanding on the record date.

**Representations and Warranties**

The Sellers make various representations and warranties in the Asset Purchase Agreement that are subject, in some cases, to specified exceptions and qualifications. Our representations and warranties relate to, among other things:

- Our filings for recent periods with the Securities and Exchange Commission under the Securities Exchange Act of 1934 will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;
- Our financial statements, including the accuracy thereof;
- The absence of any material adverse change since June 30, 2005, including, without limiting the scope of this representation, our entry into agreements or the occurrence of specified events either involving more than \$10,000 or outside our ordinary course of business;
- The absence of undisclosed liabilities relating to our Cash Security business;
- Our compliance in all material respects with all applicable laws;
- Taxes, including as to our proper, accurate and timely filing and payment of taxes;

Table of Contents

- Leased realty, including that we are in compliance under our leases of realty, including as a result of the Asset Sale, and that we have not transferred interests in our leased realty to other persons and that our leased realty is in good condition and repair;
- Real property use in connection with the Cash Security business, including that we hold all material permits that are appropriate for us to use our leased realty;
- Intellectual property, including that we have the right to use all intellectual property desirable for the operation of our Cash Security business as presently conducted or as presently proposed to be conducted, that we have not infringed on the intellectual property rights of third parties;
- Tangible assets, including that all tangible assets necessary for the operation of our Cash Security business have been maintained in accordance with normal industry practice and are in good operating condition and repair;
- Inventory, including that all of our inventory is merchantable and fit for the purpose for which it was procured or manufactured, and none of it is slow-moving, obsolete, damaged, or defective subject to the reserve for inventory writedown on our June 30, 2005 balance sheet;
- Contracts, including that all our material contracts, generally speaking our contracts involving amounts in excess of \$10,000, are, and following the Asset Sale, will continue to be, legal, valid, binding, enforceable, and in full force and effect; and are freely assignable to Buyer;
- Insurance, including that we have in full force and effect insurance policies insuring the properties and assets of our Cash Security business;
- Litigation, including as to the absence of any litigation affecting our Cash Security business that would reasonably be expected to result in any material adverse change;
- Product warranties and product liabilities, including that each product manufactured, sold, leased, or delivered by our Cash Security business has been in conformity with all product warranties and there is no liability or basis for future liability for damages to third parties for such products;
- Employee matters including, that no employee of the Cash Security business is party to any agreement with third parties that would limit the performance of such employees' duties with the Sellers and that there are no labor disputes occurring or to Sellers' knowledge, threatened;
- Employee benefit plans, including that each such plan has been maintained, funded and administered in accordance with the terms of such plan, and that there have been no prohibited transactions with respect to such plan and that Buyer will have no liability with respect to such plan;
- Environmental, health, and safety requirements, including that each of Sellers, and their respective predecessors and affiliates has complied and is in material compliance with all environmental, health, and safety requirements; and
- Customers and suppliers, including that no customer of, or material supplier to, the Cash Security business has indicated that it shall stop, or decrease the rate of, supplying materials, products or services to the Cash Security business.

Table of Contents

For the purposes of the Asset Purchase Agreement, a “material adverse effect” or “material adverse change” with respect to us means any effect or change that would be (or could be reasonably expected to be) materially adverse to the business, assets, condition (financial or otherwise), operating results, operations, or business prospects of Sellers or our Cash Security business (regardless of whether or not such adverse effect or change can be or has been cured at any time or whether Buyer has knowledge of such effect or change).

You should be aware that these representations and warranties are made by Sellers to Buyer, may be subject to important limitations and qualifications set forth in the Asset Purchase Agreement and the disclosure schedules thereto and do not purport to be accurate as of the date of this proxy statement.

The Asset Purchase Agreement also contains various representations and warranties made by Buyer that are subject, in some cases, to specified exceptions and qualifications. The representations and warranties relate to, among other things, Buyers due organization and existence, its power and authority to enter into and perform the Asset Purchase Agreement and the transactions contemplated thereby, and that Buyer’s execution and delivery of the Asset Purchase Agreement, and that its consummation of the transactions contemplated thereby will not contravene any agreement or organizational document of Buyer:

The representations and warranties of each of the parties to the Asset Purchase Agreement will expire upon the closing of the Asset Sale.

**Conduct of Our Business Pending the Asset Sale**

For the period between January 12, 2006 and the completion of the Asset Sale, we have agreed:

- not to engage in any practice, take any action, or enter into any transaction outside the ordinary course of business;
- to keep our business and properties substantially intact, including our present operations, physical facilities, working conditions, and relationships with lessors, licensors, suppliers, customers, and employees;
- to permit representatives of Buyer to have reasonable access to all premises, personnel, records, and contracts of Sellers; and
- to take all actions that a reasonably prudent person would undertake with respect to litigation involving Engineering and Corporate Safe Specialists, Inc. and to diligently defend this litigation, provided, however, that any material actions with respect to this litigation will require the prior written consent of Buyer, which consent is not be unreasonably withheld.

**Post Closing Covenants**

Buyer and Sellers have agreed that following the closing of the Asset Sale:

- the parties will take such further actions as the other party may reasonably request, all at the sole cost and expense of the requesting party;
  - Sellers shall not use the term “Tidel” or “Sentinel” or any derivations thereof as part of their respective names;

Table of Contents

- In the event a party is contesting or defending any matter arising out of the Asset Sale, the other party will cooperate with the contesting or defending party;
- Sellers shall not do anything that would harm the business relationships between its customers, suppliers and other business associates and Buyer after closing the Asset Sale;
- For a period of five years from and after the Asset Sale, Sellers shall not compete in any business that the Company's Cash Security business conducts as of the closing of the Asset Sale and shall not solicit any employee of Buyer to leave the employment of Buyer or solicit any customer or potential customer of Buyer to cease or reduce its business with Buyer;
- Buyer shall undertake and have the sole right to direct on behalf of itself and Sellers, the defense of ongoing litigation involving Engineering with counsel of its choice, provided that in the event Sellers shall incur any adverse consequences in connection with the litigation subsequent to the Asset Sale, then Buyer shall indemnify Sellers from and against the entirety of any such adverse consequences to the extent they are incurred as a result of the breach of the Asset Purchase Agreement or the negligent action or inaction of Sellers;
- All rights to indemnification or exculpation now existing in favor of the employees, agents, directors or officers of Tidel and its subsidiaries in effect on the date of the Asset Purchase Agreement will continue in full force and effect for a period of six years after the Asset Sale; and
- Tidel, for a period of six years after the Asset Sale, will maintain directors' and officers' and fiduciaries' liability insurance covering the officers and directors of Tidel and its subsidiaries as of the date of the Asset Purchase Agreement on comparable terms and coverage as is in effect for the officers and directors of Tidel and its subsidiaries on the date of the Asset Sale and if Tidel is dissolved prior to the termination of this six year period, Tidel shall first have extended and paid Tidel's directors' and officers' and fiduciaries' liability insurance policy on commercially reasonable terms for all directors and officers of Tidel as of the date of the Asset Purchase Agreement.

**Exclusivity; No Solicitation of Transactions**

Sellers have agreed that neither they nor any of their representatives shall solicit or facilitate any acquisition proposal relating to the Cash Security business, or afford access to the business, properties, assets, books or records of Sellers or cooperate in any way with any third party that is seeking to make an acquisition proposal relating to the Cash Security business. Sellers have also agreed to immediately cease and cause to be terminated any and all existing activities, discussions or negotiations with any third party conducted prior to the date of the Asset Purchase Agreement.

For purposes of the Asset Purchase Agreement, an "acquisition proposal" includes any transaction other than the conversion of Seller's debt by Laurus, any offer, tender offer, proposal or inquiry relating to, or any third party indication of interest in, any acquisition of any Seller's assets or over five percent of any class of equity or voting securities of Sellers or their subsidiaries, or a merger, business combination or other similar transaction involving Sellers or any their subsidiaries, or any other transaction the consummation of which could reasonably be expected to impede, interfere with, prevent or materially delay the Asset Sale.

Notwithstanding the agreement granting Buyer exclusive rights to consummate the purchase of the Cash Security business, provided Sellers are in compliance with the exclusivity agreement with Buyer, the Asset Purchase Agreement allows the Company's board of directors to engage in discussions with, and provide non public information to, a third party that has made a superior proposal concerning the Cash Security business, so long as Buyer is also furnished with such nonpublic information. Following receipt of such a superior proposal, the Company's board of

directors may fail to make, withdraw or modify in a manner adverse to Buyer its recommendation to its stockholders to support the Asset Sale, and may submit such superior proposal to a vote of its stockholders if a majority of its non-affiliated directors determine in good faith, after considering written advice of outside legal counsel and the financial advisor to the Company's board of directors that the board must take such action to comply with its fiduciary duties under applicable law. In addition, the Company must keep Buyer informed on a current basis as to the status of any superior proposal and notify Buyer promptly, but in no event later than 24 hours, after receipt by Buyer of any acquisition proposal.



Table of Contents

In the event the Company receives a superior proposal, the Company and its board of directors may not negotiate in respect of such superior proposal and do the other things described in the preceding paragraph until the Company has negotiated in good faith with Buyer with respect to the terms of the transactions contemplated by the Asset Purchase Agreement for a period of 10 business days from the date Buyer receives written notice of all material terms and conditions of the Superior Proposal (including any documents related thereto). In the event the Company subsequently receives any amendments or changes to such Superior Proposal, the Company and its board of directors shall not take any of the actions described in the preceding paragraph until the Company has negotiated in good faith with Buyer with respect to the terms of the transactions contemplated by the Asset Purchase Agreement for a period of 10 business days from the date Buyer receives written notice of all material terms and conditions of such original superior proposal, as amended or changed (including any documents related thereto) and such written notice shall specify if the Company and its board of directors intend to take any actions described in the preceding paragraph.

For purposes of the Asset Purchase Agreement, a “superior proposal” means any bona fide, unsolicited written acquisition proposal on terms that a majority of the Company’s non-affiliated directors determine in good faith are more favorable and provide greater value to all of the Company’s stockholders than as provided under the Asset Purchase Agreement and which is reasonably likely to be consummated on such terms and for which financing, to the extent required, is then fully committed

**Special Meeting**

Under the Asset Purchase Agreement, the Company has agreed:

- to duly call, give notice of, convene and hold a meeting of our stockholders as soon as reasonably practicable for the purpose of voting on the approval and adoption of the Asset Purchase Agreement and transactions contemplated under it, including the Amendment;
- to promptly prepare and file with the SEC, use its commercially reasonable best efforts to have cleared by the SEC and thereafter mail to its stockholders as promptly as practicable, a proxy statement and all other proxy materials for such meeting;
- to use its commercially reasonable best efforts to obtain the necessary approvals by its stockholders of the Asset Purchase Agreement and the transactions contemplated thereby and the Amendment; and
- to hire MacKenzie Partners, Inc., or another proxy solicitor of equivalent stature, to assist the Company in the solicitation of votes and proxies for the stockholder meeting.

Table of Contents

Laurus has entered into and the Company's executive officers and directors has entered into voting agreements with Buyer under which Laurus and the Company's executive officers and directors have agreed to vote the shares of Company common stock that such person's own and control in favor of the Asset Purchase Agreement and the Amendment at the meeting of the Company's stockholders called to approve and adopt the Asset Purchase Agreement.

**Conditions to Obligations of Buyer**

The obligations of Buyer to effect the Asset Sale are subject to the satisfaction of the following conditions:

- the representations and warranties of Sellers in the Asset Purchase Agreement shall be true and correct in all material respects;
- Sellers shall have performed and complied with all of the covenants in the Asset Purchase Agreement in all material respects;
- Sellers shall have procured all of the third-party consents required to be obtained in connection with the Asset Sale;
  - no action, suit, or proceeding shall be pending or threatened in respect of the Asset Sale;
  - no material adverse effect shall have occurred;
- there shall not have been an adverse change or impact with respect to Sellers or Buyer in connection with ongoing litigation;
- stockholders holding at least a majority of our common stock outstanding at the close of business on the record date shall approved the Asset Purchase Agreement and the Amendment;
- Sellers shall have delivered the assets to be acquired by Buyer under the Asset Sale, free of all liens and shall provided Buyer with evidence of the release of all liens affecting such assets;
- Sellers, Tidel Cash Systems, Inc. and Tidel Services, Inc. shall have changed their respective names such that they do not contain the terms "Tidel" or "Sentinel" or any derivations thereof and shall have provided to Buyer evidence thereof reasonably satisfactory to Buyer; and
- Sellers shall have terminated the employment agreements of its executive officers on terms reasonably satisfactory to Buyer.

**Conditions to Obligations of the Sellers**

The obligation of the Sellers to effect the Asset Sale is subject to the satisfaction of the following additional conditions:

- the representations and warranties of Buyer in the Asset Purchase Agreement shall be true and correct in all material respects;

Table of Contents

- Buyer shall have performed and complied with all of the covenants in the Asset Purchase Agreement in all material respects;
- no action, suit, or proceeding shall be pending or threatened in respect of the Asset Sale; and
- stockholders holding at least a majority of our common stock outstanding at the close of business on the record date shall approved the Asset Purchase Agreement and the Amendment.

Either Sellers or Buyer may elect to waive conditions to their respective performance and complete the Asset Sale. As of the date of this proxy statement neither Sellers nor Buyer is aware of any material uncertainty as to any of the conditions to the completion of the Asset Sale.

**Termination**

The Asset Purchase Agreement may be terminated and the Asset Sale may be abandoned at any time prior to the closing of the Asset Sale:

- by mutual written consent of the parties;
- by either Sellers or Buyer, as the case may be, upon giving written notice to Sellers in the case of Buyer, and to Buyer in the case of Sellers, in the event (A) Sellers in the case of Buyer, and Buyer in the case of Sellers, have breached any representation, warranty, or covenant contained in the Asset Purchase Agreement in any material respect, and the terminating party has notified the breaching party of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach or if (B) the Asset Sale shall not have occurred on or before September 12, 2006;
- by Buyer by written notice to Sellers if Sellers, contrary to the terms of the Asset Purchase Agreement, fail to deal exclusively with Buyer in respect of the sale of the Company's Cash Security business or fail to file a proxy and recommend the Asset Sale to a stockholders' meeting of the Company; or
- by Buyer by written notice to Sellers if a majority of the Company's non-affiliated directors shall have failed to make or have withdrawn their recommendation of the Asset Purchase Agreement or the transactions contemplated thereby or shall have approved or recommended an alternative acquisition proposal.

**Laurus Voting Agreement**

Laurus has entered into a voting agreement with Buyer under which it has agreed to vote all of the shares of Tidel common stock that its owns, and any shares over which they exercise voting control, in favor of the approval and adoption of the Asset Purchase Agreement and related transactions, including the Amendment, and against any competing transactions proposed to the Company's stockholders. The full text of the voting agreement is included as an exhibit to our Current Report on Form 8-K/A filed January 31, 2006 which is incorporated by reference into this proxy statement and a copy of which is distributed with this proxy statement.

Table of Contents

**Officer and Director Voting Agreement**

Our officers and directors have entered into a voting agreement with Buyer under which each of these persons has agreed to vote, and has granted a proxy to Buyer for this purpose, all of their shares of Tidel common stock that they own and any shares over which they exercise voting control in favor of the approval and adoption of the Asset Purchase Agreement and related transactions, including the Amendment, and against any competing transactions proposed to the Company's stockholders. The full text of the voting agreement is included as an exhibit to our Current Report on Form 8-K/A filed January 31, 2006 which is incorporated by reference into this proxy statement and a copy of which is distributed with this proxy statement.

**Buyer Fee**

In the event a parent payment event occurs, the Company has agreed to pay Buyer \$400,000, within two business days, in addition to any damages to which it may be entitled to under the Asset Purchase Agreement.

The Asset Purchase Agreement defines a parent payment event as the termination of the Asset Purchase Agreement in the event the Sellers (A) fail to deal exclusively with Buyer in respect of the sale of the Company's Cash Security business or to file a proxy and recommend the Asset Sale to a stockholders' meeting of the Company, or (B) consummate, publicly announce, or execute documentation providing for any acquisition proposal other than the Asset Sale pursuant to the terms of the Asset Purchase Agreement, provided that such consummation, announcement or execution occurs prior to July 12, 2007.

**Amendment and Waiver**

The Asset Purchase Agreement may be amended by the parties thereto in writing at any time before or after approval and adoption of the Asset Purchase Agreement by the stockholders of the Company, but, after any such approval and adoption, no amendment will be made that by law requires further approval by the Company's stockholders without first obtaining such approval.

Until the closing of the Asset Sale, the parties may, to the extent legally allowed:

- extend the time for the performance of any of the obligations or other acts of the other parties in the Asset Purchase Agreement;
- waive in writing any inaccuracies in the representations and warranties contained in the Asset Purchase Agreement and the disclosure schedules to the Asset Purchase Agreement; and
- waive in writing compliance with any of the agreements or conditions contained in the Asset Purchase Agreement.

Table of Contents

**DIVIDEND POLICY**

We have not paid any dividends in the past two years, and do not anticipate paying dividends in the foreseeable future. Since November 25, 2003, we have been restricted from paying dividends pursuant to our financing arrangements with Laurus.

**REORGANIZATION OF BOARD**

Upon the Asset Sale, two of our current directors, Mark K. Levenick and Raymond P. Landry, will resign from our board of directors and, by action of our board of directors, we will amend our bylaws to reduce the size of our board of directors to two directors.

**SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS, DIRECTORS AND MANAGEMENT**

The following table and the notes thereto set forth certain information regarding the beneficial ownership of the Company's common stock as of January 13, 2006, by:

- each current director of the Company;
- the chief executive officer and the four other most highly compensated executive officers whose salary and bonus for the fiscal year ended September 30, 2005 were in excess of \$100,000 (collectively, the "named executive officers").
- all named executive officers and directors of the Company as a group; and
- each other person known to the Company to own beneficially more than five percent of the outstanding Common Stock.

The only transactions in our common stock involving such persons in this past 60 days has been Laurus' entry into an exercise and conversion agreement with us dated January 12, 2006 pursuant to which Laurus converted on January 13, 2006 \$5,400,000 of our outstanding indebtedness that it held into 18,000,000 shares of our common stock. The exercise and conversion agreement also provides that if the Asset Sale does not occur by March 31, 2006, Tidel will immediately redeem from Laurus the 18,000,000 shares of our common stock issued to Laurus on January 13, 2006. Pursuant to the terms of a stock redemption agreement we entered into with Laurus dated January 12, 2006, we agreed to repurchase from Laurus, upon the closing of the Asset Sale, all shares of our common stock held by Laurus at a per share price of not less than \$.20 per share nor greater than \$.34 per share following the determination of our assets in accordance with the formula set forth therein. For more detailed information concerning these transactions with Laurus see "Special Factors -- Laurus Stock Redemption" and "Related Party Transactions." Pursuant to the terms of the stock redemption agreement with Laurus, Laurus has agreed (i) to the cancellation as of the closing of the Asset Sale of the outstanding warrants that it holds to purchase 4,750,000 shares of our common stock at an exercise price of \$.30 per share, and (ii) not to exercise such warrants prior to the earlier to occur of March 31, 2006 and the date on which the Asset Purchase Agreement is terminated.

The Company has determined beneficial ownership in accordance with the rules of the SEC. The number of shares beneficially owned by a person includes shares of common stock of the Company that are subject to stock options that are either currently exercisable or exercisable within 60 days following January 13, 2006. These shares are also deemed outstanding for the purpose of computing the percentage of outstanding shares owned by the person. However, these shares are not deemed outstanding for the purpose of computing the percentage ownership of any other person. Unless otherwise indicated, to the Company's knowledge, each stockholder has sole voting and

dispositive power with respect to the securities beneficially owned by that stockholder. Unless a footnote indicates otherwise, the address of each person listed below is c/o Tidel Technologies, Inc., 2900 Wilcrest Drive, Suite 205, Houston, Texas 77042. As of January 13, 2006, there were 38,677,210 shares of common stock of the Company outstanding.

45

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Table of Contents

<b>Name and Address of Beneficial Owner</b>	<b>Amount and Nature of Beneficial Ownership</b>	<b>Percent of Class(1)</b>
Laurus Master Fund, Ltd	19,251,000(2)	49.8%
Mark K. Levenick	390,000(3)	1.0%
Jerrell G. Clay	181,405	*
Raymond P. Landry	38,500	*
Stephen P. Griggs	—	*
Robert D. Peltier	---	*
Directors and Executive Officers as a group (5 persons)(4)	609,905	1.6%

\* Less than one percent.

(1) Based upon 38,677,210 shares outstanding as of January 13, 2006.

(2) The number of shares currently beneficially owned by Laurus as of January 13, 2006 is reflected above. On January 13, 2006, Laurus converted \$5,400,000 in aggregate principal amount of convertible Sellers' debt it held into 18,000,000 shares of our common stock pursuant to the terms of the underlying debt and an exercise and conversion agreement, dated as of January 12, 2006. The exercise and conversion agreement also provides that if the Asset Sale does not occur by March 31, 2006, Tidel will immediately redeem from Laurus the 18,000,000 shares of our common stock issued to Laurus on January 13, 2006. For more information on these transactions with Laurus see "Related Party Transactions" and "Special Factors." The address of Laurus is c/o M&C Corporate Services Ltd., P.O. Box 309 GT, Uglund House, South Church Street, George Town, Grand Cayman, Cayman Islands.

(3) Includes 275,000 shares which could be acquired within 60 days upon exercise of outstanding options at exercise prices of (i) \$1.25 per share as to 100,000 shares, (ii) \$1.875 per share as to 75,000 shares and (iii) \$2.50 per share as to 100,000 shares.

(4) A former executive officer, Michael F. Hudson, accepted a new employment position on January 1, 2006 with the purchaser of our ATM division and terminated his employment with Sellers. No shares held by Mr. Hudson are included on the above table.

Table of Contents

**RELATED PARTY TRANSACTIONS**

*Laurus*

We entered into an exercise and conversion agreement with Laurus dated January 12, 2006 pursuant to which Laurus converted on January 13, 2006 \$5,400,000 of our outstanding indebtedness it held into 18,000,000 shares of our common stock. Following Laurus' conversion of such debt, Laurus holds 19,251,000 shares representing approximately 49.8% of our outstanding shares of common stock.

On January 13, 2006, we repaid all of our remaining outstanding debt to Laurus in the principal amount of \$2,617,988 plus accrued but unpaid interest in the amount of \$113,333. In connection therewith, we paid a prepayment penalty to Laurus in the amount of \$59,180.

In addition, we entered into a stock redemption agreement with Laurus dated January 12, 2006 under which we have agreed to repurchase from Laurus, upon the closing of the Asset Sale, all 19,251,000 shares of our common stock held by Laurus at a per share price of not less than \$.20 per share nor greater than \$.34 per share following the determination of our assets in accordance with a formula set forth in the stock redemption agreement. See "Special Factors --Laurus Stock Redemption" for a more detailed description of the proposed redemption of our shares held by Laurus.

Following the share repurchase under the Laurus stock redemption agreement, Laurus will cease to hold any equity interest in the Company. Pursuant to the terms of the stock redemption agreement with Laurus, Laurus has agreed (i) to the cancellation as of the closing of the Asset Sale of the outstanding warrants that it holds to purchase 4,750,000 shares of our common stock at an exercise price of \$.30 per share, and (ii) not to exercise such warrants prior to the earlier to occur of March 31, 2006 and the date on which the Asset Purchase Agreement is terminated.

If the Asset Sale does not occur by March 31, 2006, then pursuant to the terms of the exercise and conversion agreement we entered into with Laurus, we have agreed to immediately redeem from Laurus the 18,000,000 shares of our common stock issued to Laurus upon Laurus' conversion pursuant to the exercise and conversion agreement of \$5,400,000 of our debt.

We and Laurus also entered into a cash collateral deposit letter, and a reaffirmation, ratification and confirmation agreement, each dated January 12, 2006. Pursuant to the cash collateral deposit letter, we agreed that a portion of the \$8,200,000 of proceeds, or the deposit amount, from the January 2006 sale of our automated teller machine business that were on deposit with Laurus for repayment of outstanding Company indebtedness to Laurus would be applied to repay all amounts owing to Laurus under (i) the portion of the note, dated November 25, 2003, in the initial principal amount of \$6,450,000, together with an additional \$292,987 principal amount added thereto on November 26, 2004, remaining after Laurus' conversion of \$5,400,000 of outstanding indebtedness it held into shares of our common stock, (ii) a convertible term note, dated November 26, 2004 in the aggregate principal amount of \$600,000, which was convertible into shares of common stock of the Company at a conversion price of \$0.30 per share and (iii) a convertible term note, dated November 26, 2004, in the aggregate principal amount of \$1,500,000, which was convertible into shares of common stock of the Company at a conversion price of \$3.00 per share, collectively, the notes. Thereafter, the notes were deemed to have been indefeasibly repaid and the deposit amount was reduced to \$5,330,507. Under the cash collateral deposit letter, such remaining deposit amount together with an additional cash deposit of \$69,493 from the Company, or an aggregate amount of \$5,400,000, will be used as collateral to secure our obligations to Laurus under, among other things, the stock redemption agreement and the exercise and conversion agreement. Pursuant to the reaffirmation, ratification and confirmation agreement, we acknowledged and reaffirmed our obligation to pay to Laurus simultaneously with the closing of the Asset Sale the Laurus Fee pursuant to the Laurus Fee Agreement and which shall not be less than \$5,000,000 nor more than \$11,000,000 and which we estimate



will be between \$9,000,000 and \$11,000,000. See “Special Factors --Fee Payable to Laurus” for a more detailed description of the Laurus Fee.

Table of Contents

Laurus or its affiliates may provide financing to Buyer in respect of the Asset Sale. See “Special Factors -- Financing -- Buyer Financing.”

**NO RIGHT OF APPRAISAL**

Tidel’s stockholders will not experience any change in their rights as stockholders as a result of the Asset Sale. Neither Delaware law, Tidel’s certificate of incorporation nor Tidel’s bylaws provides for appraisal or other similar rights for dissenting stockholders in connection with the Asset Sale. Accordingly, Tidel’s stockholders will have no right to dissent and obtain payment for their shares.

Table of Contents

**APPROVAL OF AMENDMENT TO CERTIFICATE OF INCORPORATION (PROPOSAL 2)**

The Asset Purchase Agreement requires that prior to closing the Asset Sale, the Company file an amendment to its certificate of incorporation to change its name such that it does not contain the terms “Tidel” or “Sentinel” or any derivations thereof. Our board of directors has proposed that the Company’s name be changed from “Tidel Technologies, Inc.” to “[\_\_\_\_\_], Inc.”, and at the special meeting, you will be asked to approve an amendment to our certificate of incorporation to implement this change. The proposed amendment provides that if the name “[\_\_\_\_\_], Inc.” is not available in Delaware, we will be authorized to change the name to “[\_\_\_\_\_], Inc.” instead.

A copy of the proposed certificate of amendment is attached as Annex C to this proxy statement. You are urged to read the certificate of amendment carefully as it is the legal document that governs the amendment to our certificate of incorporation. Although we are asking for stockholder approval of this proposal, if for any reason the Asset Sale is not completed, this proposal will not be implemented.

**Required Vote**

The approval of the Amendment requires the approval of a majority of the holders of our outstanding shares of common stock. Shares that are voted “FOR” or “AGAINST” the proposal or marked “ABSTAIN” will be counted towards the vote requirement. Broker non-votes, if any, will not be counted towards the vote requirement. Laurus and our officers and directors have agreed to vote an aggregate of 19,860,905 shares, representing approximately 51.4% of the shares of our common stock entitled to vote at the special meeting, in favor of the approval and adoption of the Amendment. Such votes are sufficient to approve and adopt the Amendment, regardless of the vote of any other person.

**Recommendation of our Board of Directors**

Our board of directors (with interested directors abstaining) has concluded unanimously that the Amendment is in the best interests of our stockholders and recommends that our stockholders approve this proposal.

**THE BOARD OF DIRECTORS RECOMMENDS A VOTE “FOR” PROPOSAL 2.**

Table of Contents

**ADJOURNMENT OF THE SPECIAL MEETING (PROPOSAL 3)**

Tidel may ask its stockholders to vote on a proposal to adjourn the special meeting, if necessary or appropriate, in order to allow for the solicitation of additional proxies if there are insufficient votes at the time of the meeting to approve and adopt the Asset Purchase Agreement and the Amendment.

**Required Vote**

The approval of the adjournment proposal requires the approval of a majority of the holders of the shares of common stock voting at the special meeting. Shares that are voted "FOR" or "AGAINST" the proposal will be counted towards the vote requirement. Neither broker "non-votes" nor abstentions are included in the tabulation of the voting results and, therefore, they do not have the effect of votes against such proposal.

**Recommendation of our Board of Directors**

Our board of directors (with interested directors abstaining) has concluded unanimously that the adjournment proposal is in the best interests of our stockholders and recommends that our stockholders approve this proposal.

**THE BOARD OF DIRECTORS RECOMMENDS A VOTE "FOR" PROPOSAL 3.**

Table of Contents**SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA**

The following table sets forth selected historical consolidated financial data for Tidel Technologies, Inc. as of the dates and for the periods indicated. The consolidated balance sheet data and the consolidated operations data for fiscal years 2001 through 2005 have been derived from our audited consolidated financial statements included in our filings on Form 10-K for each of the respective periods.

The Consolidated Financial Statements for 2001 through 2002 were audited by KPMG LLP. The Consolidated Financial Statements for 2003 through 2005 were audited by Hein & Associates LLP.

**Years Ended September 30,****SELECTED STATEMENT OF OPERATIONS DATA:(1)**

	<b>2005</b>	<b>2004</b>	<b>2003</b>	<b>2002</b>	<b>2001</b>
Net income (loss)(2)	\$ (3,286)	\$ 11,318	\$ (9,237)	\$ (14,078)	\$ (25,942)
Net income (loss) per share:					
Basic	(.16)	.65	(0.53)	(0.81)	(1.49)
Diluted	(.16)	.37	(0.53)	(0.81)	(1.49)

**As of September 30,****SELECTED BALANCE SHEET DATA:(1)**

	<b>2005</b>	<b>2004</b>	<b>2003</b>	<b>2002</b>	<b>2001</b>
Current assets	\$ 16,908	\$ 10,129	\$ 11,773	\$ 17,263	\$ 28,797
Current liabilities	13,177	8,190	32,109	28,487	28,547
Working capital (deficit)	3,731	1,939	(20,336)	(11,224)	250
Total assets	17,537	10,778	14,430	19,907	33,837
Total short-term and long-term debt (net of discount)	4,421	175	2,279	20,000	23,424
Shareholders' equity (deficit)	2,263	2,588	(17,679)	(8,580)	5,194

(1) All amounts are in thousand except per share dollar amounts.

(2) Income tax expense (benefit) was \$0, \$(81,229), \$0, \$(293,982), and \$(3,416,030) for the years ended September 30, 2005, 2004, 2003, 2002, and 2001, respectively.

Table of Contents**Continuing Operations**

Due to the requirement to classify our only two product lines as discontinued operations, the results of continuing operations consist primarily of the corporate overhead and debt-related costs.

An analysis of continuing operations and assets and liabilities is provided in the following tables:

**CONTINUING OPERATIONS  
SELECTED BALANCE SHEET DATA**

	<b>Years Ended September 30,</b>	
	<b>2005</b>	<b>2004</b>
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 1,003,663	\$ 258,120
Trade accounts receivable, net	250,000	250,000
Other receivables	12,965	1,003,723
Prepaid expenses and other	170,231	42,153
Total current assets	1,436,859	1,553,996
Property, plant and equipment, at cost	55,641	44,075
Accumulated depreciation	(42,848)	(37,871)
Net property, plant and equipment	12,793	6,204
Other assets	615,763	643,305
Total assets	\$ 2,065,415	\$ 2,203,505
<b>LIABILITIES</b>		
Current Liabilities:		
Current maturities of long-term debt, net of discount of \$0 and \$725,259, respectively	\$ 2,325,000	\$ 174,741
Accounts payable	431,876	331,576
Accrued interest payable	2,135,852	793,577
Reserve for settlement of class action litigation	—	1,564,490
Other accrued liabilities	290,871	326,675
Total current liabilities	5,183,599	3,191,059
Long-term debt, net of current maturities and debt discount of \$3,746,531 and \$5,767,988, respectively	2,096,457	—
Total liabilities	\$ 7,280,056	\$ 3,191,059

Table of Contents

**CONTINUING OPERATIONS  
SELECTED OPERATING DATA**

	Years Ended September 30,		
	2005	2004	2003
Revenues	\$ —	\$ —	\$ —
Selling, general and administrative	1,805,484	2,011,257	1,889,907
Depreciation and amortization	4,977	4,146	10,742
Operating loss	(1,810,461)	(2,015,403)	(1,900,649)
Gain on extinguishment of debt	—	18,823,000	—
Gain on sale of securities	—	1,918,012	—
Interest expense	(6,549,069)	(4,200,668)	(2,466,536)
Continuing income (loss) before taxes	(8,359,530)	14,524,941	(4,367,185)
Income tax benefit	—	(81,229)	—
Net Income (loss) from continuing operations	\$ (8,359,530)	\$ 14,606,170	\$ (4,367,185)

Table of Contents

**DISCONTINUED OPERATIONS — ATM BUSINESS  
SELECTED BALANCE SHEET DATA**

	As of September 30,	
	2005	2004
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ —	\$ —
Trade accounts receivable, net	2,310,262	1,983,931
Inventories	7,323,439	3,432,828
Prepaid expenses and other	392,972	157,490
Total current assets	10,026,673	5,574,249
Property, plant and equipment, at cost	4,337,677	4,286,617
Accumulated depreciation	(4,216,152)	(3,977,412)
Net property, plant and equipment	121,525	309,205
Other assets	27,297	27,297
Total assets	\$ 10,175,495	\$ 5,910,751
<b>LIABILITIES</b>		
Current Liabilities:		
Accounts payable	\$ 1,681,288	\$ 1,686,732
Other accrued expenses	1,814,634	836,289
Total liabilities	\$ 3,495,922	\$ 2,523,021

**DISCONTINUED OPERATIONS — ATM BUSINESS  
SELECTED OPERATING DATA**

	Years Ended September 30,		
	2005	2004	2003
Net sales	\$ 15,497,834	\$ 15,047,292	\$ 10,435,118
Cost of sales	9,508,120	11,762,082	9,675,580
Gross profit	5,989,714	3,285,210	759,538
Selling, general and administrative	4,768,880	4,709,478	3,944,795
Depreciation and amortization	255,967	292,543	647,640
Operating income (loss)	964,867	(1,716,811)	(3,832,897)
Non-operating expense	—	16,456	66,581
Net income (loss)	\$ 964,867	\$ (1,733,267)	\$ 3,899,478



Table of Contents

**DISCONTINUED OPERATIONS — CASH SECURITY BUSINESS  
SELECTED BALANCE SHEET DATA**

	Years Ended September 30,	
	2005	2004
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ —	\$ —
Trade accounts receivable, net	1,856,523	1,076,362
Inventories	3,137,818	1,350,631
Prepaid expenses and other	198,057	93,087
Total current assets	5,192,398	2,520,080
Property, plant and equipment, at cost	1,097,604	1,091,197
Accumulated depreciation	(1,020,015)	(972,920)
Net property, plant and equipment	77,589	118,277
Other assets	25,631	25,631
Total assets	\$ 5,295,618	\$ 2,663,988
<b>LIABILITIES</b>		
Current Liabilities:		
Current maturities	\$ 1,852	\$ 8,951
Accounts payable	1,397,394	1,380,054
Other accrued expenses	3,069,278	1,058,001
Total current liabilities	4,468,524	2,447,006
Long-term debt, net of current maturities	28,708	28,709
Total liabilities	\$ 4,497,232	\$ 2,475,715

**DISCONTINUED OPERATIONS — CASH SECURITY BUSINESS  
SELECTED OPERATING DATA**

	Years Ended September 30,		
	2005	2004	2003
Net sales	\$ 19,435,222	\$ 7,467,194	\$ 7,359,181
Cost of sales	10,870,947	5,350,108	4,936,867
Gross profit	8,564,275	2,117,086	2,422,314
Selling, general and administrative	4,449,550	3,550,491	3,184,314
Depreciation and amortization	29,868	84,008	141,473
Operating income (loss)	4,084,857	(1,517,413)	(903,473)
Non-operating income ( expense )	(23,884)	37,918	66,581
Net income (loss)	\$ 4,108,741	\$ (1,555,331)	\$ (970,054)

Table of Contents

The following financial information represents the operations specific to the Cash Security business for the fiscal years ended September 30, 2005, 2004 and 2003.

**DISCONTINUED OPERATIONS - CASH SECURITY BUSINESS  
SELECTED BALANCE SHEET DATA**

ASSETS	As of September 30,		
	2005	2004	2003
Current Assets:			
Cash and cash equivalents	\$ —	\$ —	\$ —
Trade accounts receivable, net	1,856,523	1,076,362	972,965
Inventories - Net of Allowance for obsolete inventories	3,137,818	1,350,631	2,184,755
Prepaid expenses and other	198,057	93,087	214,403
Total current assets	5,192,398	2,520,080	4,146,035
Property, plant and equipment, at cost	1,097,604	1,091,197	1,070,291
Accumulated depreciation	(1,020,015)	(972,920)	(873,078)
Net property, plant and equipment	77,589	118,277	197,213
Other assets	25,631	25,631	25,631
Total assets	\$ 5,295,618	\$ 2,663,988	\$ 4,368,879
<b>LIABILITIES</b>			
Current Liabilities:			
Current Maturities of Long Term Debt	\$ 1,852	\$ 8,951	\$ —
Accounts payable	1,397,394	1,380,054	819,921
Other accrued expenses	3,069,278	1,058,001	492,862
Total Current Liabilities	4,468,524	2,447,006	1,312,783
Long-term debt, net of current maturities	28,708	28,709	—
Total liabilities	\$ 4,497,232	\$ 2,475,715	\$ 1,312,783

Table of Contents**UNAUDITED PRO FORMA FINANCIAL STATEMENTS**

The following unaudited pro forma financial statements give effect to the sale of substantially all of the assets relating to our Cash Security business. The unaudited pro forma consolidated balance sheet and statements of earnings filed with this proxy statement are presented for illustrative purposes only. The pro forma balance sheet as of September 30, 2005 has been prepared to reflect the sale of substantially all of the assets of our Cash Security business to Buyer as if such sale had taken place on September 30, 2005. The unaudited pro forma statements of earnings (operations) for the fiscal years ended September 30, 2005, 2004 and 2003, have been prepared excluding our Cash Security business, and are not necessarily indicative of the results of operations for future periods or the results that actually would have been realized without our Cash Security business as of those dates. The pro forma financial statements should be read in conjunction with the audited financial statements filed in our Form 10-K for the year ended September 30, 2005.

Costs and expenses attributed to the Cash Security business include direct costs primarily associated with that business as well as interest and certain shared expenses, including treasury, legal and human resources, based upon estimated usage. Certain items are maintained at Tidel's corporate headquarters and are not allocated to the Cash Security business. They primarily include costs associated with accounting; certain executive officer salaries and bonuses; investment securities; equity investments; deferred income taxes; certain portions of excess cost over fair value of assets acquired; and jointly-used fixed assets and debt. The jointly-used fixed assets are Tidel's management information systems, which is jointly used by the Cash Security business and corporate headquarters. A portion of the management information systems costs, including depreciation and amortization expense, are allocated to the segments based upon estimates made by management. As such, these financial statements do not reflect other non-direct cost savings that may occur as a result of focusing our efforts on just our Cash Security business going forward.

**TIDEL TECHNOLOGIES, INC. AND SUBSIDIARIES**  
**PRO FORMA CONSOLIDATED BALANCE SHEET**  
**(UNAUDITED)**

	As Reported	As of September 30, 2005		Pro Forma
			Pro Forma	Pro Forma
			Adjustments	
<b>ASSETS</b>				
Current Assets:				
Cash and cash equivalents	\$ 1,003,663	(1)	\$ 4,594,337	\$ 5,598,000
Trade accounts receivable, net of allowances	250,000		—	250,000
Notes and other receivables	12,965		—	12,965
Prepaid expenses and other	170,231		—	170,231
Assets held for sale	15,471,113	(2)	(15,471,113)	—
Total current assets	16,907,972		(10,876,776)	6,031,196
Property, plant and equipment, at cost	55,641		—	55,641
Accumulated depreciation	(42,848)		—	(42,848)
Net property, plant and equipment	12,793		—	12,793
Other assets	615,763		—	615,763
Total assets	\$ 17,536,528		\$ (10,876,776)	\$ 6,659,752
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>				

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<b>Current Liabilities:</b>						
Current maturities of long term debt	\$	2,325,000	(3)	\$ (2,325,000)	\$	—
Accounts payable		431,876				431,876
Accrued interest payable		2,135,852	(4)	(2,135,852)		—
Other accrued liabilities		290,871				290,871
Liabilities held for sale		7,993,154	(5)	(7,993,154)		—
<b>Total current liabilities</b>		<b>13,176,753</b>		<b>(12,454,006)</b>		<b>772,747</b>
Long-term debt, net of current maturities and debt discount		2,096,457	(6)	(2,096,457)		—
<b>Total liabilities</b>		<b>15,273,210</b>		<b>(14,550,463)</b>		<b>772,747</b>
<b>Commitments and contingencies</b>						
<b>Shareholders' Equity :</b>						
Common stock, \$.01 par value, authorized 100,000,000 shares; issued and outstanding 20,667,210 shares		206,772	(7)	(12,150)		194,262
Additional paid-in capital		30,962,187	(7)	(6,532,490)		24,429,697
Accumulated deficit		(28,905,810)		10,218,687		(18,687,123)
Accumulated other comprehensive loss		169				169
<b>Total shareholders' equity</b>		<b>2,263,318</b>		<b>3,673,687</b>		<b>5,937,005</b>
<b>Total liabilities and shareholders' equity</b>	\$	<b>17,536,528</b>		\$ (10,876,776)	\$	<b>6,659,752</b>

Table of Contents

**Notes to Unaudited Pro Forma Consolidated Balance Sheet:**

- (1) Adjust cash to reflect the remaining proceeds of approximately \$5.6 million after aggregate gross proceeds from sales of the ATM business and the Cash Security business of approximately \$27.9 million less (i) assumed adjustments, costs and expenses associated with closing the transaction of approximately \$3.0 million, (ii) repayment of approximately \$2.8 million of the remaining Laurus debt, (iii) payment of approximately \$10 million for the reorganization fee and (iv) payment to Laurus of approximately \$6.6 million upon the redemption of 19,251,000 of our shares assuming an estimated stock price of \$.34 per share.
- (2) Remove the ATM business and the Cash Security business which are classified as assets held for sale resulting in the corporate entity remaining with no operations.
- (3) Remove the current maturities of the long-term debt to Laurus.
- (4) Remove the accrued interest payable to Laurus.
- (5) Remove the ATM business and the Cash Security business which are classified as liabilities held for sale resulting in the corporate entity remaining with no operations.
- (6) Remove the long-term debt payable to Laurus.
- (7) Redeem 19,251,000 shares of stock from Laurus for approximately \$6.5 million assuming an estimated redemption price of \$.34 per share.

Table of Contents

**TIDEL TECHNOLOGIES, INC. AND SUBSIDIARIES**  
**PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS**  
**(UNAUDITED)**

**For the Fiscal Year ended September 30, 2005**

	<b>As Reported</b>		<b>Pro Forma Adjustments</b>		<b>Pro Forma</b>
Revenues	\$ —		\$ —		\$ —
Cost of sales	—		—		—
Gross profit	—		—		—
Selling, general and administrative	1,805,484		—		1,805,484
Depreciation and amortization	4,977		—		4,977
Operating loss	(1,810,461)		—		(1,810,461)
Other income (expense):					
Interest expense, net	(6,549,069)		—		(6,549,069)
Total other expense	(6,549,069)		—		(6,549,069)
Loss before taxes	(8,359,530)		—		(8,359,530)
Income tax expense	—	(1)	—		—
Net loss from continuing operations	(8,359,530)				(8,359,530)
Net income from discontinued operations	5,073,608	(2)	4,108,741		964,867
Net loss	\$ (3,285,922)		\$ 9,815,784		\$ (7,394,663)
Basic income (loss) per share:					
Net loss from continuing operations	\$ (0.41)				\$ (0.41)
Net income from discontinuing operations	0.25				0.05
Net loss	\$ (0.16)				\$ (0.36)
Weighted average common shares outstanding	20,292,796				20,292,796

**Notes to Unaudited Pro Forma Statement of Operations**

- (1) No tax adjustment due to NOL carry forwards.
- (2) Adjust discontinued operations by removing the Cash Security business. The corporate division is reported as continuing operations, and the remaining ATM business is reported as income from discontinued operations.

Table of Contents

**TIDEL TECHNOLOGIES, INC. AND SUBSIDIARIES**  
**PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS**  
**(UNAUDITED)**

**For the Fiscal Year Ended September 30, 2004**

	<b>As Reported</b>		<b>Pro Forma Adjustments</b>		<b>Pro Forma</b>
Revenues	\$ 22,514,486	(1)	\$ (7,467,194)	\$	15,047,292
Cost of sales	17,055,179	(2)	(5,350,108)		11,705,071
Gross profit	5,459,307		(2,117,086)		3,342,221
Selling, general and administrative	10,195,095	(3)	(3,550,491)		6,644,604
Depreciation and amortization	513,839	(4)	(84,008)		429,831
Operating loss	(5,249,627)		1,517,413		(3,732,214)
Other income (expense):					
Gain on extinguishment of debt	18,823,000		—		18,823,000
Gain on sale of assets	—		—		—
Gain on sale of securities	1,918,012		—		1,918,012
Interest expense, net	(4,255,042)		—		(4,255,042)
Total other income	16,485,970		—		16,485,970
Income before taxes	11,236,343		1,517,413		12,753,756
Income tax benefit	(81,229)	(5)	—		(81,229)
Net income from continuing operations	\$ 11,317,572		\$ 1,517,413	\$	12,834,985
Basic income per share:					
Net income from continuing operations	\$ 0.65			\$	0.74
Weighted average common shares outstanding	17,426,210				17,426,210
Diluted income per share:					
Net income	\$ 11,317,572			\$	12,834,985
Interest expense on convertible debt	2,898,225				2,898,225
Adjusted net income for diluted shares	\$ 14,215,797			\$	15,733,210
Net income from continuing operations	\$ 0.37			\$	0.40
Weighted average common and dilutive shares outstanding	38,576,763				38,576,763

**Notes to Unaudited Pro Forma Statements of Operations:**

- (1) Remove revenues related to the Cash Security business.
- (2) Remove cost of sales related to the Cash Security business.
- (3) Remove selling, general and administrative expenses related to the Cash Security business.
- (4) Remove depreciation and amortization related to the Cash Security business.
- (5) No tax adjustment due to NOL carryforwards.





Table of Contents

**TIDEL TECHNOLOGIES, INC. AND SUBSIDIARIES**  
**PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS**  
**(UNAUDITED)**

**For the Fiscal Year Ended September 30, 2003**

	<b>As Reported</b>		<b>Pro Forma Adjustments</b>		<b>Pro Forma</b>
Revenues	\$ 17,794,299	(1)	\$ (7,359,181)	\$	10,435,118
Cost of sales	14,612,447	(2)	(4,936,867)		9,675,580
Gross profit	3,181,852		(2,422,314)		759,538
Selling, general and administrative	9,019,016	(3)	(3,184,314)		5,834,702
Depreciation and amortization	799,855	(4)	(141,473)		658,382
Operating loss	(6,637,019)		903,473		(5,733,546)
Other expense:					
Interest expense, net	(2,599,698)		—		(2,599,698)
Total other expense	(2,599,698)		—		(2,599,698)
Loss before taxes	(9,236,717)		903,473		(8,333,244)
Income tax benefit	—	(5)	—	—	—
Net loss from continuing operations	\$ (9,236,717)		903,473	\$	(8,333,244)
Basic loss per share:					
Net loss from continuing operations	\$ (0.53)			\$	(0.48)
Weighted average common shares outstanding	17,426,210				17,426,210
Diluted loss per share:					
Net loss from continuing operations	\$ (0.53)			\$	(0.48)
Weighted average common and dilutive shares outstanding	17,426,210				17,426,210

**Notes to unaudited Pro Forma Statements of Operations:**

- (1) Remove revenues related to the Cash Security business.
- (2) Remove cost of sales related to the Cash Security business.
- (3) Remove selling, general and administrative expenses related to the Cash Security business.
- (4) Remove depreciation and amortization related to the Cash Security business.
- (5) No tax adjustment due to NOL carryforwards.

Table of Contents

**WHERE YOU CAN FIND ADDITIONAL INFORMATION**

The Company files annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any reports, proxy statements or other information that we file with the SEC at the following location of the SEC, Public Reference Room, 100 F Street, N.E., Washington, D.C. 20549.

Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. You may also obtain copies of this information by mail from the Public Reference Section of the SEC, 100 F Street, N.E., Washington, D.C. 20549, at prescribed rates. The Company's public filings are also available to the public from document retrieval services and the Internet website maintained by the SEC at [www.sec.gov](http://www.sec.gov).

Any person, including any beneficial owner, to whom this proxy statement is delivered may request copies of reports, proxy statements or other information concerning us, including any information incorporated into this proxy statement by reference, without charge, by written or telephonic request directed to us at Tidel Technologies, Inc., 2900 Wilcrest Drive, Suite 205, Houston, Texas 77042, (713) 783-8200, Attention: Secretary.

No persons have been authorized to give any information or to make any representations other than those contained in this proxy statement and, if given or made, such information or representations must not be relied upon as having been authorized by us or any other person. This proxy statement is dated \_\_\_\_\_, 2006. You should not assume that the information contained in this proxy statement is accurate as of any date other than that date, and the mailing of this proxy statement to stockholders shall not create any implication to the contrary.

**INCORPORATION BY REFERENCE**

The SEC allows us to incorporate by reference information into this proxy statement. This means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is considered to be part of this proxy statement. This proxy statement and the information that the Company files later with the SEC may update and supersede the information in this proxy statement. The Company incorporates by reference each document it files under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act after the date of the initial filing of this proxy statement and before the special meeting. The Company also incorporates by reference into this proxy statement the following documents filed by it with the SEC under the Securities Exchange Act:

· Our Annual Report on Form 10-K for our fiscal year ended September 30, 2005, as filed on January 18, 2006.

· Our Current Report on Form 8-K/A filed on January 31, 2006.

Table of Contents

**OTHER MATTERS**

The SEC has adopted rules that permit companies and intermediaries, such as brokers, to satisfy delivery requirements for proxy statements with respect to two or more stockholders sharing the same address by delivering a single proxy statement addressed to those stockholders. This process, known as “householding,” potentially means extra convenience for stockholders and cost savings for companies. In connection with this proxy solicitation, a number of brokers with customers who are our stockholders will be “householding” our proxy materials unless contrary instructions have been received from the customers. We will promptly deliver, upon oral or written request, a separate copy of the proxy statement to any stockholder sharing an address to which only one copy was mailed. Requests for additional copies should be directed to Tidel Technologies, Inc., 2900 Wilcrest Drive, Suite 205, Houston, Texas 77042, (713) 783-8200, Attention: Secretary.

Once a stockholder has received notice from his or her broker that the broker will be “householding” communications to the stockholder’s address, “householding” will continue until the stockholder is notified otherwise or until the stockholder revokes his or her consent. If, at any time, a stockholder no longer wishes to participate in “householding” and would prefer to receive separate copies of the proxy statement, the stockholder should so notify his or her broker. Any stockholder who currently receives multiple copies of the proxy statement at his or her address and would like to request “householding” of communications should contact his or her broker or, if shares are registered in the stockholder’s name, our Investor Relations Department at the address or telephone number provided above.

**REQUEST TO VOTE, SIGN AND RETURN PROXIES**

If you do not intend to be present at the special meeting of stockholders on \_\_\_\_\_, \_\_\_\_\_, 2006 please vote the enclosed proxy at your earliest convenience.

By Order of the Board of Directors,

Leonard Carr  
Secretary

\_\_\_\_\_, 2006

**ASSET PURCHASE AGREEMENT**

**BY AND AMONG**

**SENTINEL OPERATING, L.P.**

**TIDEL TECHNOLOGIES, INC.**

**AND**

**TIDEL ENGINEERING, L.P.**

**DATED AS OF JANUARY 12, 2006**

Table of Contents

§1. Definitions.	4
§2. Basic Transaction.	12
(a) Purchase and Sale of Assets.	12
(b) Assumption of Liabilities.	12
(c) Purchase Price.	12
(d) Closing.	12
(e) Deliveries at Closing.	12
(f) Preparation of Final December Balance Sheet.	12
(g) Pre-Closing Cash Adjustment.	13
(h) Post-Closing Cash Adjustment.	14
(i) Purchase Price Allocation.	15
§3. Sellers' Representations and Warranties.	16
(a) Organization.	16
(b) Authorization of Transaction.	16
(c) Non-contravention.	17
(d) Brokers' Fees and Fairness Opinion.	17
(e) Title to Assets.	17
(f) Subsidiaries.	17
(g) SEC Filings and Financial Statements.	18
(h) Events Subsequent to Most Recent Balance Sheet.	19
(i) Undisclosed Liabilities.	20
(j) Legal Compliance.	21
(k) Tax Matters.	21
(l) Real Property.	22
(m) Intellectual Property.	24
(n) Tangible Assets.	26
(o) Inventory.	26
(p) Contracts.	26
(q) Notes and Accounts Receivable.	27
(r) Powers of Attorney.	28
(s) Insurance.	28
(t) Litigation.	28
(u) Product Warranty.	28
(v) Product Liability.	28
(w) Employees.	29
(x) Employee Benefit Plans.	29
(y) Guaranties.	31
(z) Environmental, Health, and Safety Matters.	31
(aa) Certain Business Relationships.	32
(bb) Customers and Suppliers.	32
§4. Buyer's Representations and Warranties.	32
(a) Organization of Buyer.	32
(b) Authorization of Transaction.	33
(c) Non-contravention.	33
(d) Brokers' Fees.	33

§5. Pre-Closing Covenants.	33
(a) General.	33
(b) Notices and Consents.	33
(c) Operation of Business.	34
(d) Preservation of Business.	34
(e) Full Access.	34
(f) Notice of Developments.	34

A - 2

---

Table of Contents

(g) Exclusivity.	34
(h) Maintenance of Acquired Assets.	35
(i) Parent Stockholders Meeting	36
(j) Name Change.	36
(k) Perfection of Ownership of Intellectual Property.	37
(l) Maintenance of Leased Real Property.	37
(m) Leases.	37
(n) Claim.	37
§6. Post-Closing Covenants.	37
(a) General.	37
(b) Litigation Support.	37
(c) Transition.	38
(d) Confidentiality.	38
(e) Covenant Not to Compete or Solicit.	38
(f) Defense of CSS Claim.	39
(g) Indemnification.	39
(h) Directors' and Officers' Insurance.	40
(i) Employee Non-competition and Confidentiality Agreements.	40
§7. Conditions to Obligation to Close.	40
(a) Conditions to Buyer's Obligation.	40
(b) Conditions to Sellers' Obligation.	42
§8. Survival and Termination.	43
(a) Survival of Representations and Warranties.	43
(b) Termination of Agreement.	43
(c) Effect of Termination.	44
§9. Miscellaneous.	44
(a) Press Releases and Public Announcements.	44
(b) No Third-Party Beneficiaries.	44
(c) Entire Agreement.	44
(d) Succession and Assignment.	44
(e) Counterparts.	45
(f) Headings.	45
(g) Notices.	45
(h) Governing Law.	46
(i) Amendments and Waivers.	46
(j) Severability.	46
(k) Expenses.	46
(l) Construction.	47
(m) Incorporation of Exhibits and Schedules.	47
(n) Specific Performance.	47
(o) Submission to Jurisdiction.	48
(p) Tax Matters.	48
(q) Tax Disclosure Authorization.	48

Exhibit A—Forms of Assignments

Exhibit B—Form of Opinion of Sellers' Counsel

Disclosure Schedule—Exceptions to Sellers' Representations and Warranties

A - 3

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Table of Contents

**ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (this “*Agreement*”) is entered into as of January 12, 2006, by and among Sentinel Operating, L.P., a Texas limited partnership (“*Buyer*”), Tidel Technologies, Inc., a Delaware corporation (“*Parent*”), and Tidel Engineering, L.P., a Delaware limited partnership (“*Target*”, and collectively with Parent, “*Sellers*”, and individually, a “*Seller*”). Buyer, Parent and Target are referred to collectively herein as the “*Parties*” and individually as a “*Party*”.

This Agreement contemplates a transaction in which Buyer will purchase all of the Acquired Assets (and assume only the Assumed Liabilities) of Division in consideration for the Purchase Price.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

**§1. Definitions.**

“*Acquired Assets*” means all right, title, and interest in and to all of the assets constituting Division, *including* all of the assets of Target and Division’s (a) tangible personal property including, but not limited to, computers, servers, office equipment, machinery, equipment, inventories of raw materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, automobiles, trucks, tractors, trailers, tools, jigs, and dies, (b) Intellectual Property (including all rights of Sellers to the names “Tidel” and “Sentinel”), goodwill associated therewith, trademarks, service marks and all other marks (whether registered or unregistered), licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions, (c) leases, subleases, and rights thereunder, (d) agreements, contracts, indentures, mortgages, instruments, Liens, guaranties, other similar arrangements, and rights thereunder, (e) accounts, notes, and other receivables, (f) securities, (g) claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set-off, and rights of recoupment (including any such item relating to the payment of Taxes), (h) franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies, (i) books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials, and (j) the Key Man Policy; *provided, however*, that the Acquired Assets shall not include (i) the Excluded Assets, (ii) the organizational documents and charters, qualifications to conduct business as a foreign entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of Sellers’ legal entities, (iii) any of the rights of Sellers under this Agreement (or under any side agreement between Sellers and Buyer entered into on or after the date of this Agreement), or (iv) commercial liability insurance contracts and policies.

“*Acquisition Proposal*” means, other than the transactions contemplated by this Agreement or the NCR Purchase Agreement or the exercise of warrants or conversion of debt by Laurus Master Fund, Ltd. and its Affiliates pursuant to the Voting Agreements, any offer, proposal or inquiry relating to, or any third party indication of interest in, (a) any acquisition or purchase, direct or indirect, of any assets of Target or Division or over five percent (5%) of any class of equity or voting securities of Parent or any equity or voting securities of any Subsidiaries of Parent other than AnyCard International, Inc., (b) any tender offer (including a self-tender offer) or exchange offer that, if consummated, would result in such third party’s beneficially owning five percent (5%) or more of any class of equity or voting securities of Parent or any equity or voting securities of any Subsidiaries of Parent other than AnyCard International, Inc., (c) a merger, consolidation, share exchange, business combination, sale of substantially all the assets, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving Sellers or any Subsidiaries of Parent other than AnyCard International, Inc., or (d) any other transaction the consummation of which

could reasonably be expected to impede, interfere with, prevent or materially delay the transaction contemplated hereby or that could reasonably be expected to dilute materially the benefits to Buyer of the transactions contemplated hereby.

A - 4

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Table of Contents

“*Actual Cash*” has the meaning set forth in §2(g)(v)(A) below

“*Actual Cash Value*” has the meaning set forth in §2(g)(iii)(C) below.

“*Adverse Consequences*” means all damages, penalties, fines, costs, reasonable amounts paid in settlement, losses, expenses, and fees, including court costs and reasonable attorneys' fees and expenses.

“*Actual Value*” has the meaning set forth in §2(f)(iii)(C) below.

“*Affiliate*” has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act.

“*Affiliated Group*” means any affiliated group within the meaning of Code §1504(a) or any similar group defined under a similar provision of state, local, or foreign law.

“*Agreement*” has the meaning set forth in the preface above.

“*Amendment*” has the meaning set forth in §5(i)(i) below.

“*Asbestos Liabilities*” means any Liabilities arising from, relating to, or based on the presence or alleged presence of asbestos or asbestos-containing materials in any product or item designed, manufactured, sold, marketed, installed, stored, transported, handled, or distributed at any time, or otherwise based on the presence or alleged presence of asbestos or asbestos-containing materials at any property or facility or in any structure, including without limitation, any Liabilities arising from, relating to or based on any personal or bodily injury or illness.

“*Assumed Liabilities*” means any Liabilities set forth in §1 of the Disclosure Schedule under the heading of “Assumed Liabilities”; *provided, however*, that the Assumed Liabilities shall not include (a) any Liability of Sellers for Taxes (with respect to Division or otherwise), (b) any Liability of Sellers for income, transfer, sales, use, and other Taxes arising in connection with the consummation of the transactions contemplated hereby (including any income Taxes arising because of Sellers transferring the Acquired Assets and Seller’s obligations under §9(k) below with respect to Taxes), (c) any Liability of Sellers for the unpaid Taxes of any Person under Treasury Regulation §1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract or otherwise, (d) any obligation of Sellers to indemnify any Person (including any of partners of Target or stockholders of Parent) by reason of the fact that such Person was a director, officer, employee, manager, partner or agent of Sellers or any of their respective Subsidiaries or was serving at the request of any such entity as a partner, trustee, director, officer, employee, or agent of another entity (whether such indemnification is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, or otherwise and whether such indemnification is pursuant to any statute, charter document, bylaw, agreement, or otherwise), (e) any Liability of Sellers for costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, (f) any Liability or obligation of Sellers under this Agreement (or under any side agreement between Sellers and Buyer entered into on or after the date of this Agreement), (g) any Liabilities for Leases, other than Liabilities for Leases specifically identified in §1 of the Disclosure Schedule, (h) other than the Termination Payments, any Liabilities for payroll, withholdings tax, severance or any other payments or compensation owed to employees of Sellers or any Subsidiaries of Parent including any payments that are not deductible under Code §280G, and (i) any Liabilities arising out of Employee Benefit Plans, Employee Pension Plans or Employee Welfare Benefit Plans.

Table of Contents

“*Basis*” means any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction that forms or could form the basis for any specified consequence.

“*Buyer*” has the meaning set forth in the preface above.

“*Cash Adjustment*” has the meaning set forth in §2(g)(v) below

“*Cash Threshold*” means the December Balance Sheet Cash plus \$352,000.

“*Closing*” has the meaning set forth in §2(d) below.

“*Closing Date*” has the meaning set forth in §2(d) below.

“*COBRA*” means the requirements of Part 6 of Subtitle B of Title I of ERISA and Code §4980B and of any similar state law.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Confidential Information*” means any information concerning the business and affairs of Division that is not already generally available to the public.

“*CSS Claim*” has the meaning set forth in §3(m)(ii) below.

“*December Balance Sheet Cash*” means the amount of cash and cash equivalents set forth on the Final December Balance Sheet.

“*Disclosure Schedule*” has the meaning set forth in §3 below.

“*Division*” means Sellers’ electronic cash security systems business, consisting of (a) timed access cash controllers (b) the Sentinel products, (c) the servicing, maintenance and repair of the timed access cash controllers or Sentinel products and (d) all other assets and business operations associated with the foregoing.

“*Division Subsidiary*” has the meaning set forth in §3(f) below.

“*Draft Allocation*” has the meaning set forth in §2(i)(i) below.

“*Draft Closing Balance Sheet*” has the meaning set forth in §2(h)(i) below.

“*Draft December Balance Sheet*” has the meaning set forth in §2(f)(i) below.

“*Employee Benefit Plan*” means any “employee benefit plan” (as such term is defined in ERISA §3(3)) and any other employee benefit plan, program or arrangement of any kind.

“*Employee Pension Benefit Plan*” has the meaning set forth in ERISA §3(2).

“*Employee Welfare Benefit Plan*” has the meaning set forth in ERISA §3(1).

Table of Contents

“*Employment Agreements*” means (a) the Employment Agreement by and between Target and Mark Levenick dated January 1, 2000, (b) the Employment Agreement by and between Target and M. Flynt Moreland dated January 1, 2000, (c) the Employment Agreement by and between Target and Troy D. Richard dated June 26, 2002, and (d) the Employment Agreement by and between Target and Robert M. Gutierrez dated January 1, 2000.

“*Environmental, Health, and Safety Requirements*” shall mean, as amended and as now and hereafter in effect, all federal, state, local, and foreign statutes, regulations, ordinances, and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations, and all common law concerning public health and safety, worker health and safety, pollution, or protection of the environment, including, without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous materials, substances, or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise, or radiation.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended.

“*ERISA Affiliate*” means each entity that is treated as a single employer with Sellers for purposes of Code §414.

“*Estimated Actual Cash*” has the meaning set forth in §2(g)(ii) below.

“*Estimated Cash Adjustment*” has the meaning set forth in §2(g)(ii) below

“*Estimated February Balance Sheet*” has the meaning set forth in §2(g)(i) below.

“*Excluded Assets*” means any of Sellers’ (a) cash and cash equivalents on hand or on deposit in banks, (including, without limitation, certificates of deposit, commercial paper, treasury bills, and money market accounts), marketable securities, or inter-company or inter-affiliate accounts, and any similar accounts, (b) life insurance contracts or policies (other than the Key Man Policy) and any insurance proceeds or insurance claims made by Sellers relating to Acquired Assets that are repaired, replaced or restored to substantially the same or an improved condition as compared to their respective conditions prior to the casualty by Sellers prior to the Closing and conveyed to Buyer hereunder; (c) promissory notes, amounts due from employees, bonds, letters of credit, certificates of deposit, other similar items, and any cash surrender value in regard thereto; (d) any Employee Benefit Plan, Employee Pension Benefit Plan and any Employee Welfare Benefit Plan; (e) all tax returns and supporting materials, all original financial statements and supporting materials, all books and records that Sellers are required by law to retain, and all records relating to the sale of the Acquired Assets; (f) any interest in and to any refunds or overpayments of federal, or local franchise, income, or other taxes for periods prior to the Closing Date; (g) all claims, rights and interest in and to any refunds of federal, state or local franchise, income or other taxes or fees for any period prior to the Closing Date; (h) any contract, lease, or agreement other than the agreements set forth on §1 of the Disclosure Schedule (excluding the Employment Agreements, which are Excluded Assets); (i) duplicate copies of the books and records necessary to enable Sellers to file their tax returns and reports; and (j) assets to be sold pursuant to the NCR Purchase Agreement.

“*Expenses*” has the meaning set forth in §9(k)(ii) below.

“*Fiduciary*” has the meaning set forth in ERISA §3(21).

“*Final Allocation*” has the meaning set forth in §2(i)(ii) below.



Table of Contents

“*Final December Balance Sheet*” has the meaning set forth in §2(f)(ii) below.

“*Final Closing Balance Sheet*” has the meaning set forth in §2(h)(ii) below.

“*Financial Statements*” has the meaning set forth in §3(g)(ii)(A) below.

“*GAAP*” means United States generally accepted accounting principles as in effect from time to time, consistently applied.

“*High Cash Value*” has the meaning set forth in §2(g)(iii)(B) below.

“*High Value*” has the meaning set forth in §2(f)(iii)(B) below.

“*Improvements*” has the meaning set forth in §3(l)(iv) below.

“*Indemnity Period*” has the meaning set forth in §6(g)(i) below.

“*Intellectual Property*” means all of the following used by, or relating to, Division in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names and subdomains (including “tidel.com”), and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software, firmware and applications (including source code, executable code, data, databases, and related documentation), (g) all advertising and promotional materials, (h) all other proprietary rights, and (i) all copies and tangible embodiments thereof (in whatever form or medium).

“*Intercompany Transfers*” means, for purposes of calculating cash and cash equivalents, distributions of cash and cash equivalents to or from Target which are to or from Target’s Affiliates during the period from January 1, 2006 through February 28, 2006.

“*Key Man Policy*” means Sellers’ key man life insurance policy insuring the life of Mark K. Levenick.

“*Knowledge*” means actual knowledge after reasonable investigation.

“*Leased Real Property*” means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures, or other interest in real property held by Division.

“*Leases*” means all leases, subleases, licenses, concessions and other agreements (written or oral), including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto, pursuant to which Division holds any Leased Real Property, including the right to all security deposits and other amounts and instruments deposited by or on behalf of Sellers thereunder.





Table of Contents

“*Liability*” means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

“*Lien*” means any mortgage, pledge, lien, charge, conditional sales contract, interests of third parties, attachment, hypothecation, liability, judgment, easement, other security interest or any encumbrance of any kind.

“*Low Cash Value*” has the meaning set forth in §2(g)(iii)(A) below.

“*Low Value*” has the meaning set forth in §2(f)(iii)(A) below.

“*Material Adverse Effect*” or “*Material Adverse Change*” means any effect or change that would be (or could be reasonably expected to be) materially adverse to the business, assets, condition (financial or otherwise), operating results, operations, or business prospects of Sellers or Division (regardless of whether or not such adverse effect or change can be or has been cured at any time or whether Buyer has knowledge of such effect or change on the date hereof).

“*Most Recent Balance Sheet*” means the balance sheet contained in the quarterly report filed by Parent on Form 10-Q for the quarter ended June 30, 2005.

“*Motion*” has the meaning set forth in §5(i)(i) below.

“*Net Working Capital*” means (i) the current assets of Division, excluding cash and cash equivalents, as set forth on the Final December Balance Sheet, minus (ii) the current liabilities of Division, excluding accrued liabilities for Termination Payments, as set forth on the Final December Balance Sheet, minus (iii) the aggregate amount of the Termination Payments.

“*NCR Purchase Agreement*” means the Asset Purchase Agreement entered into on February 19, 2005 by and among NCR EasyPoint LLC (f/k/a NCR Texas LLC), NCR Corporation, Parent and Target, as amended.

“*Non-Affiliated Directors*” means directors of Parent who are not Affiliates of Buyer.

“*Ordinary Course of Business*” means the ordinary course of business of Sellers and Division consistent with past custom and practice (including with respect to quantity and frequency).

“*Owned Real Property*” means all land, together with all buildings, structures, improvements and fixtures located thereon, including all electrical, mechanical, plumbing and other building systems, fire protection, security and surveillance systems, telecommunications, computer wiring, and cable installations, utility installations, water distribution systems, and landscaping, together with all easements and other rights and interests appurtenant thereto (including air, oil, gas, mineral, and water rights), owned by Division or Sellers.

“*Parent*” has the meaning set forth in the preface above.

“*Parent Indemnified Parties*” has the meaning set forth in §6(g)(i) below.

“*Parent Payment Event*” means (a) the termination of this Agreement pursuant to §8(b)(iv) or §8(b)(v), or (b) Sellers consummate, publicly announce, or execute documentation providing for any Acquisition Proposal; *provided* that such consummation, announcement or execution occurs prior to the 18 month anniversary of the date of the termination of this Agreement pursuant to §8(b)(ii) or §8(b)(iii)(B).

A - 9

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Table of Contents

“*Parent Proxy Statement*” has the meaning set forth in §3(g)(i)(C) below.

“*Parent Stockholders Meeting*” has the meaning set forth in §5(i)(i) below.

“*Party*” has the meaning set forth in the preface above.

“*Patent Agencies*” has the meaning set forth in §5(k) below.

“*Person*” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity, or a governmental entity (or any department, agency, or political subdivision thereof).

“*Prohibited Transaction*” has the meaning set forth in ERISA §406 and Code §4975.

“*Purchase Price*” has the meaning set forth in §2(f)(i) below.

“*Real Property Laws*” has the meaning set forth in §3(l)(vi) below.

“*Real Property Permits*” has the meaning set forth in §3(l)(vii) below.

“*Reimbursement Amount*” has the meaning set forth in §9(k)(ii) below.

“*Representatives*” has the meaning set forth in §5(g)(i) below

“*SEC*” means the United States Securities and Exchange Commission.

“*SEC Documents*” has the meaning set forth in §3(g)(i)(A) below.

“*Securities Act*” means the Securities Act of 1933, as amended.

“*Securities Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Stockholder Approval*” has the meaning set forth in §7(a)(xvii) below.

“*Subsidiary*” means, with respect to any Person, any corporation, limited liability company, partnership, association, or business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (b) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity’s gains or losses or shall be or control any managing director or general partner of such business entity (other than a corporation). The term “*Subsidiary*” shall include all Subsidiaries of such Subsidiary.

Table of Contents

“*Superior Proposal*” means any bona fide, unsolicited written Acquisition Proposal on terms that a majority of the Non-Affiliated Directors determine in good faith, after considering the written advice of the financial advisor and outside legal counsel to Parent’s board of directors, and taking into account all of the terms and conditions of the Acquisition Proposal, including any break-up fees, expense reimbursement provisions and conditions to consummation, are more favorable and provide greater value to all of the Parent’s stockholders than as provided under this Agreement and which is reasonably likely to be consummated on such terms and for which financing, to the extent required, is then fully committed.

“*Target*” has the meaning set forth in the preface above.

“*Tax*” or “*Taxes*” means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

“*Tax Return*” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“*Termination Payments*” means the payments to be made by Buyer at Closing on behalf of and as directed by Sellers as set forth by Sellers on §1 of the Disclosure Schedule under the heading of “Termination Payments” to be paid as consideration on behalf of and as directed by Sellers for termination of the Employment Agreements, but shall include only the obligation to make such payments and shall not include any other liabilities or obligations in connection therewith, including without limitation tax or withholding liabilities or obligations.

“*Third Party*” means any Person as defined in §13(d) of the Securities Exchange Act, other than Parent, Target and their respective Subsidiaries and Affiliates.

“*Transaction Agreements*” has the meaning set forth in §3(b) below.

“*Treasury Regulations*” means the Treasury Regulations promulgated under the Code.

“*Voting Agreements*” means that certain Exercise and Conversion Agreement dated as of the date of this Agreement by and among Buyer, Sentinel Technologies, Inc., a Delaware corporation (“*Sentinel Technologies*”), Parent, and Laurus Master Fund, Ltd, a Cayman Islands company (“*Laurus*”); that certain Voting Agreement dated as of the date of this Agreement by and among Buyer, Sentinel Technologies, Parent, and Laurus; and that certain Voting Agreement dated as of the date of this Agreement by and among Buyer, Sentinel Technologies, Parent and the officers and directors of Parent.

Table of Contents

**§2. Basic Transaction.**

(a) *Purchase and Sale of Assets.*

On and subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Sellers, and Sellers agree to sell, transfer, convey, and deliver to Buyer, all of the Acquired Assets, free and clear of all Liens, at the Closing for the consideration specified below in this §2.

(b) *Assumption of Liabilities.*

On and subject to the terms and conditions of this Agreement, Buyer agrees to assume and become responsible for only the Assumed Liabilities at the Closing. Buyer will not assume or have any responsibility, however, with respect to any Liability of Sellers or any Subsidiaries of Parent not included within the definition of Assumed Liabilities.

(c) *Purchase Price.*

At the Closing, Buyer agrees to pay to Sellers a purchase price for the Acquired Assets calculated as set forth below in this §2, payable in cash by wire transfer or delivery of other immediately available funds (the “*Purchase Price*”). The Purchase Price shall be an amount equal to \$17,500,000 (i) minus \$100,000 as consideration for Buyer’s potential liability in connection with the CSS Claim if the CSS Claim has not been dismissed pursuant to a final non-appealable court order prior to the Closing, and (ii) plus or minus, as the case may be, Net Working Capital. In addition, the Estimated Cash Adjustment shall be paid by Buyer or Sellers, as the case may be, to Buyer or Sellers, as the case may be, at the Closing as set forth in Section 2(g)(ii) below.

(d) *Closing.*

The closing of the transactions contemplated by this Agreement (the “*Closing*”) shall take place at the offices of Hensley Kim & Edgington, LLC, 1660 Lincoln Street, Suite 3050, Denver, Colorado 80264, commencing at 9:00 a.m. local time on the business day following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby (other than conditions with respect to actions the respective Parties will take at the Closing itself) and the determination of the Purchase Price pursuant to this §2 or such other date as the Parties may mutually determine (the “*Closing Date*”).

(e) *Deliveries at Closing.*

At the Closing, (i) Sellers will deliver to Buyer the various certificates, instruments, and documents referred to in §7(a) below; (ii) Buyer will deliver to Sellers the various certificates, instruments, and documents referred to in §7(b) below; (iii) Sellers will execute, acknowledge (if appropriate), and deliver to Buyer (A) assignments (including Intellectual Property transfer documents) in the forms attached hereto as Exhibit A and (B) such other instruments of sale, transfer, conveyance, and assignment as Buyer and its counsel may reasonably request; (iv) Buyer will deliver to Sellers the Purchase Price; and (v) Buyer will make the Termination Payments.

(f) *Preparation of Final December Balance Sheet.*

(i) On or before February 14, 2006, Sellers will prepare, in accordance with GAAP, and deliver to Buyer a written draft balance sheet of Division as of the close of business on December 31, 2005 (“*Draft December Balance Sheet*”).

Table of Contents

(ii) If Buyer has any objections to the Draft December Balance Sheet, Buyer shall deliver a written detailed statement describing its objections to Parent within seven (7) days after receiving the Draft December Balance Sheet. Buyer and Parent shall use reasonable efforts to resolve any such objections themselves. If the Parties do not obtain a final resolution within seven (7) days after Parent has received the statement of objections, however, Buyer and Parent shall select an accounting firm mutually acceptable to the Parties to resolve any remaining objections. If Buyer and Parent are unable to agree on the choice of an accounting firm, they will select a nationally-recognized accounting firm by lot (after excluding their respective regular outside accounting firms). The determination of any accounting firm so selected shall be set forth in writing and shall be conclusive and binding upon the Parties. Sellers shall revise the Draft December Balance Sheet in writing as appropriate to reflect the resolution of any objections thereto pursuant to this §2(f)(ii). The “*Final December Balance Sheet*” shall mean the written Draft December Balance Sheet together with any revisions thereto pursuant to this §2(f)(ii).

(iii) In the event the Parties submit any unresolved objections to an accounting firm for resolution as provided in §2(f)(ii) above, Buyer and Sellers shall share responsibility for the fees and expenses of the accounting firm as follows:

(A) if the accounting firm resolves all of the remaining objections in favor of Buyer (the working capital as determined on the Final December Balance Sheet is referred to herein as the “*Low Value*”), Sellers shall be responsible for all of the fees and expenses of the accounting firm;

(B) if the accounting firm resolves all of the remaining objections in favor of Parent (the working capital as so determined on the Final December Balance Sheet is referred to herein as the “*High Value*”), Buyer shall be responsible for all of the fees and expenses of the accounting firm; and

(C) if the accounting firm resolves some of the remaining objections in favor of Buyer and some objections in favor of Parent (the working capital as so determined on the Final December Balance Sheet is referred to herein as the “*Actual Value*”), Sellers shall be responsible for that fraction of the fees and expenses of the accounting firm equal to (x) the difference between the High Value and the Actual Value over (y) the difference between the High Value and the Low Value, and Buyer shall be responsible for the remainder of the fees and expenses.

(iv) Sellers will make the work papers and back-up materials used in preparing the Draft December Balance Sheet available to Buyer and its accountants and other representatives at reasonable times and upon reasonable notice at any time during (A) the preparation by Sellers of the Draft December Balance Sheet, (B) the review by Buyer of the Draft December Balance Sheet, and (C) the resolution by the Parties of any objections thereto.

(g) *Pre-Closing Cash Adjustment.*

(i) On or before February 28, 2006, Sellers will prepare in good faith, in accordance with GAAP, and deliver to Buyer a written estimated balance sheet of Division as of the close of business on February 28, 2006, which estimated balance sheet shall not take into account Intercompany Transfers but shall take into account issued and outstanding checks of Sellers related to Division which have yet to clear Sellers’ bank accounts (“*Estimated February Balance Sheet*”). Solely by way of example of the calculation of the Estimated February Balance Sheet, if \$1,000,000 in cash and cash equivalents is held by Target on February 28, 2006, but subsequent to December 31, 2005 and prior to March 1, 2006 (i) Tidel shall have transferred \$300,000 in cash or cash equivalents to Target, the cash and cash equivalents balance on the Estimated February Balance Sheet shall be adjusted to \$700,000, or (ii) Target shall have transferred \$300,000 in cash or cash equivalents from Target to Tidel, the cash and cash equivalent balance on the Estimated February Balance Sheet shall be adjusted to \$1,300,000. Buyer and Sellers shall in good faith mutually agree to the amount of cash and cash equivalents set forth on the Estimated February Balance Sheet.



Table of Contents

(ii) Once the Estimated February Balance Sheet has been mutually agreed upon in good faith by Buyer and Sellers, (A) if the amount of cash and cash equivalents set forth on the Estimated February Balance Sheet (the “*Estimated Actual Cash*”) is greater than the Cash Threshold, Sellers shall pay to Buyer at the Closing the difference between the Estimated Actual Cash and the Cash Threshold, or (B) if the Estimated Actual Cash is less than the Cash Threshold, Buyer shall pay to Sellers the difference between the Cash Threshold and the Estimated Actual Cash (the “*Estimated Cash Adjustment*”).

(h) *Post-Closing Cash Adjustment.*

(i) Within thirty (30) days following the Closing Date, Sellers will prepare, in accordance with GAAP, and deliver to Buyer a written draft balance sheet of Division as of the close of business on the Closing Date, which draft balance sheet shall not take into account Intercompany Transfers but shall take into account issued and outstanding checks of Sellers related to Division which have yet to clear Sellers’ bank accounts (“*Draft Closing Balance Sheet*”).

(ii) If Buyer has any objections to the amount of cash and cash equivalents set forth on the Draft Closing Balance Sheet, Buyer shall deliver a written detailed statement describing its objections to Parent within fifteen (15) days after receiving the Draft Closing Balance Sheet. Buyer and Parent shall use reasonable efforts to resolve any such objections themselves. If the Parties do not obtain a final resolution within fifteen (15) days after Parent has received the statement of objections, however, Buyer and Parent shall select an accounting firm mutually acceptable to the Parties to resolve any remaining objections. If Buyer and Parent are unable to agree on the choice of an accounting firm, they will select a nationally-recognized accounting firm by lot (after excluding their respective regular outside accounting firms). The determination of any accounting firm so selected shall be set forth in writing and shall be conclusive and binding upon the Parties. Sellers shall revise the Draft Closing Balance Sheet in writing as appropriate to reflect the resolution of any objections thereto pursuant to this §2(h)(ii). The “*Final Closing Balance Sheet*” shall mean the written Draft Closing Balance Sheet together with any revisions thereto pursuant to this §2(h)(ii).

(iii) In the event the Parties submit any unresolved objections to an accounting firm for resolution as provided in §2(h)(ii) above, Buyer and Sellers shall share responsibility for the fees and expenses of the accounting firm as follows:

(A) if the accounting firm resolves all of the remaining objections in favor of Parent (the cash and cash equivalents as determined on the Final Closing Balance Sheet is referred to herein as the “*Low Cash Value*”), Buyer shall be responsible for all of the fees and expenses of the accounting firm;

(B) if the accounting firm resolves all of the remaining objections in favor of Buyer (the cash and cash equivalents as so determined on the Final Closing Balance Sheet is referred to herein as the “*High Cash Value*”), Sellers shall be responsible for all of the fees and expenses of the accounting firm; and



Table of Contents

(C) if the accounting firm resolves some of the remaining objections in favor of Buyer and some objections in favor of Parent (the cash and cash equivalents as so determined on the Final Closing Balance Sheet is referred to herein as the “*Actual Cash Value*”), Buyer shall be responsible for that fraction of the fees and expenses of the accounting firm equal to (x) the difference between the High Cash Value and the Actual Cash Value over (y) the difference between the High Cash Value and the Low Cash Value, and Sellers shall be responsible for the remainder of the fees and expenses.

(iv) Sellers will make the work papers and back-up materials used in preparing the Draft Closing Balance Sheet available to Buyer and its accountants and other representatives at reasonable times and upon reasonable notice at any time during (A) the preparation by Sellers of the Draft Closing Balance Sheet, (B) the review by Buyer of the Draft Closing Balance Sheet, and (C) the resolution by the Parties of any objections thereto.

(v) Once the Final Closing Balance Sheet has been determined, (A) if the amount of cash and cash equivalents set forth on the Final Closing Balance Sheet (the “*Actual Cash*”) is greater than the Estimated Actual Cash, Sellers shall promptly (but in any event within three (3) business days) pay to Buyer the difference between the Actual Cash and the Estimated Actual Cash, or (B) if the Actual Cash is less than the Estimated Actual Cash, Buyer shall promptly (but in any event within three (3) business days) pay to Sellers the difference between the Estimated Actual Cash and the Actual Cash.

(i) *Purchase Price Allocation.*

(i) Within 60 days after the date of determination of the Final Closing Balance Sheet, Buyer will prepare an allocation of the Purchase Price (and all other capitalized costs) among the Acquired Assets in accordance with Code §1060 and the Treasury Regulations thereunder (and any similar provision of state, local or foreign law, as appropriate), and deliver to Parent a written draft of the allocation (the “*Draft Allocation*”). Sellers shall timely and properly prepare, execute, file and deliver all such documents, forms and other information as Buyer may reasonably request to prepare the Draft Allocation.

(ii) If Parent has any objections to the Draft Allocation, Parent shall deliver a written detailed statement describing its objections to Buyer within 15 days after receiving the Draft Allocation. Buyer and Parent shall use reasonable efforts to resolve any such objections themselves. If the Parties do not obtain a final resolution within 30 days after Buyer has received the statement of objections, however, Buyer and Parent shall select an accounting firm mutually acceptable to the Parties to resolve any remaining objections. If Buyer and Parent are unable to agree on the choice of an accounting firm, they will select a nationally-recognized accounting firm by lot (after excluding their respective regular outside accounting firms). The determination of any accounting firm so selected shall be set forth in writing and shall be conclusive and binding upon the Parties. Buyer shall revise the Draft Allocation in writing as appropriate to reflect the resolution of any objections thereto pursuant to this §2(i)(ii). The “*Final Allocation*” shall mean the written Draft Allocation together with any revisions thereto pursuant to this §2(i)(ii).

(iii) In the event the Parties submit any unresolved objections to an accounting firm for resolution as provided in §2(i)(ii) above, Buyer and Sellers shall equally share responsibility for the fees and expenses of the accounting firm.

Table of Contents

(iv) Buyer and Sellers and their Affiliates shall report, act, and file Tax Returns (including, but not limited to Internal Revenue Service Form 8594) in all respects and for all purposes consistent with the Final Allocation. Neither Buyer nor Sellers shall take any position (whether in audits, tax returns or otherwise) that is inconsistent with the Final Allocation unless required to do so by applicable law.

**§3. Sellers' Representations and Warranties.**

Each of Sellers jointly and severally represents and warrants to Buyer that the statements contained in this §3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this §3), except as set forth in the disclosure schedule accompanying this Agreement (the "*Disclosure Schedule*"). The Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this §3.

(a) *Organization.*

Other than Target, each of Parent and Parent's Subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Target is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Delaware. Sellers are duly authorized to conduct business and are in good standing under the laws of each jurisdiction where such qualification is required except to the extent that any failure to be so qualified would not result in a Material Adverse Effect. Sellers have full power and authority and all licenses, permits, consents, approvals and authorizations necessary to carry on the businesses in which they are engaged and in which they presently propose to engage and to own and use the properties owned and used by them, except for those licenses, authorizations, permits, consents and approvals the absence of which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Sellers. §3(a) of the Disclosure Schedule lists the directors and officers each of Sellers. Sellers have delivered or made available to Buyer correct and complete copies of the certificate of incorporation and bylaws of Parent and the certificate of limited partnership and limited partnership agreement of Target (each as amended to date). The minute books (containing the records of meetings or actions of the stockholders, partners, board of directors, and any committees), the stock certificate books, the stock record books and other records detailing the actions of each of Sellers, as applicable, are correct and complete. Parent is not in violation of any provision of its certificate of incorporation or bylaws. Target is not in violation of any provision of its certificate of limited partnership or limited partnership agreement.

(b) *Authorization of Transaction.*

Parent has full power and authority (including full corporate power and authority) to execute and deliver this Agreement, the Voting Agreements and all other agreements contemplated hereunder (collectively, the "*Transaction Agreements*") and to perform its obligations thereunder. Other than the Voting Agreements, Target has full power and authority (including full limited partnership power and authority) to execute and deliver the Transaction Agreements and to perform its obligations thereunder. Other than compliance with any applicable requirements of the Securities Act or the Securities Exchange Act and as set forth on §3(b) of the Disclosure Schedule, Sellers need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government, governmental agency or any third party in order to enter into the Transaction Agreements or to consummate the transactions contemplated thereunder. Tidel Cash Systems, Inc. and Tidel Services, Inc. have full power and authority as the partners of Target to approve and adopt this Agreement and the transactions contemplated hereby. The execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated thereby have been duly authorized by all necessary action on the part of Sellers and Subsidiaries of Parent (including, without limitation, approval of Parent's board of directors and the approval Tidel Cash Systems, Inc. and Tidel Services, Inc. as the partners of Target), subject only to the approval and adoption of this Agreement and the transactions contemplated hereby at the Parent Stockholders Meeting. Each of the Transaction Agreements have been,

or will be, duly executed and delivered by each of Sellers and constitute, or will constitute when executed and delivered, the legal, valid and binding obligation of each of Sellers, enforceable against each of Sellers in accordance with their terms, except that such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to creditors' rights generally, and is subject to general principles of equity. The board of directors of Parent has (A) declared this Agreement and the transactions contemplated hereby advisable and fair to and in the best interest of Sellers and stockholders of Parent, (B) approved this Agreement and the other Transaction Agreements in accordance with the law of the State of Delaware, (C) resolved to recommend the approval of this Agreement by stockholders of Parent and (D) directed that this Agreement be submitted to the stockholders of Parent for approval at the Parent Stockholders Meeting.

A - 16

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Table of Contents

(c) *Non-contravention.*

Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in §2 above), will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Sellers are subject or any provision of the certificate of incorporation or bylaws of Parent or the certificate of limited partnership or the limited partnership agreement of Target or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any material agreement, contract, lease, license, instrument, or other arrangement to which either of Sellers is party or by which either of Sellers is bound or to which any of their respective assets is subject (or result in the imposition of any Lien upon any of its assets).

(d) *Brokers' Fees and Fairness Opinion.*

Except for Capitalink, L.C., a copy of whose engagement agreement has been provided to Buyer, there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Sellers who might be entitled to any fee or commission from Sellers or any of their Affiliates in connection with the transactions contemplated by this Agreement. Parent has received the opinion of Capitalink, L.C., financial advisor to Sellers, to the effect that, as of the date of this Agreement, the transactions contemplated by this Agreement are fair to the stockholders of Parent from a financial point of view.

(e) *Title to Assets.*

Subject to the approval of this Agreement and the transactions contemplated hereby by the stockholders of Parent and except as set forth on §3(e) of the Disclosure Schedule, Sellers have good and marketable title to all of the Acquired Assets, free and clear of any Liens or restrictions on transfer. The Acquired Assets constitute all material assets required to operate, and currently used in the operation of Division.

(f) *Subsidiaries.*

Other than Target, each of Parent's direct or indirect Subsidiaries other than AnyCard International, Inc. (each a "Division Subsidiary") is a corporation or limited partnership duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization. Each Division Subsidiary is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required except to the extent that the failure to be so qualified would not constitute a Material Adverse Effect. Each Division Subsidiary has full corporate or limited partnership power and authority and all licenses, permits, and authorizations necessary to carry on the business in which it is engaged and in which it presently proposes to engage and to own and use the properties owned and used by it. Sellers have delivered to Buyer correct and complete copies of the charter, bylaws, certificate of limited partnership and limited partnership agreement of each Division Subsidiary (as amended to date). Target has no Subsidiaries. Other than Target, none of the Acquired Assets are owned or held by any Subsidiaries of Parent. Other than administrative functions, the business and operations of Division have been solely conducted through Target.

Table of Contents

(g) *SEC Filings and Financial Statements.*

(i) SEC Filings.

(A) Parent has delivered or made available to Buyer true and complete copies of Parent's (i) combined annual report on Form 10-K for its fiscal years ended September 30, 2004 and 2003, (ii) quarterly reports on Form 10-Q for its fiscal quarters ended June 30, 2005, March 31, 2005 and December 31, 2004, (iii) its proxy or information statements relating to meetings of, or actions taken without a meeting by, the stockholders of Parent held since June 30, 2002, and (iv) all of its other reports, statements, schedules and registration statements (and all exhibits, attachments, schedules and appendixes filed with the foregoing) filed with the SEC since September 30, 2004 (collectively, the "SEC Documents").

(B) As of its filing date (or, if amended or superseded by a filing prior to the date hereof, on the date of such filing), each SEC Document filed pursuant to the Securities Exchange Act did not, and each such SEC Document filed subsequent to the date hereof will not, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(C) The proxy statement of Parent to be filed with the SEC in connection with the Parent Stockholders Meeting (the "Parent Proxy Statement") and any amendments or supplements thereto will, when filed, comply as to form in all material respects with the applicable requirements of the Securities Exchange Act. At the time the Parent Proxy Statement or any amendment or supplement thereto is first mailed to stockholders of Parent, and at the time such stockholders vote on the approval and adoption of this Agreement and the transactions contemplated hereby, the Amendment and the Motion, and at the Closing, the Parent Proxy Statement, as supplemented or amended, if applicable, will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties contained in this subsection will not apply to statements or omissions included in the Parent Proxy Statement based upon information furnished to Parent in writing by Buyer specifically for use therein.

(ii) Financial Statements.

(A) The audited consolidated financial statements and unaudited consolidated interim financial statements of Parent included in the SEC Documents (the "Financial Statements") complied as to form in all material respects with the applicable rules and regulations of the SEC with respect thereto and fairly present, in conformity with GAAP applied on a consistent basis (except as may be indicated in the notes thereto), the consolidated financial position of Parent and its consolidated Subsidiaries as of the dates thereof and their consolidated results of operations and cash flows for the periods then ended (subject to normal year-end adjustments in the case of any unaudited interim financial statements).

Table of Contents

(B) Except as set forth in the SEC Documents, the books and records of Parent (i) have been maintained in accordance with good business practices on a basis consistent with prior years, (ii) state in reasonable detail the material transactions and dispositions of the assets of Parent and Parent's Subsidiaries and (iii) accurately and fairly reflect the basis for the consolidated financial statements of Parent filed with the SEC with each of Parent's reports on Forms 10-K and 10-Q set forth in §3(g)(i) above.

(h) *Events Subsequent to Most Recent Balance Sheet.*

Since the date of the Most Recent Balance Sheet, there has not been any Material Adverse Change. Without limiting the generality of the foregoing and solely with respect to the Division and except as set forth on §3(h) of the Disclosure Schedule, since that date:

(i) Sellers have not sold, leased, transferred, or assigned any of their assets, tangible or intangible, other than for a fair consideration in the Ordinary Course of Business;

(ii) Sellers have not entered into any agreement, contract, lease, or license (or series of related agreements, contracts, leases, and licenses) either involving more than \$10,000 or outside the Ordinary Course of Business;

(iii) no party (including Sellers) has accelerated, terminated, modified, or cancelled any agreement, contract, lease, or license (or series of related agreements, contracts, leases, and licenses) involving more than \$10,000 to which either of Sellers is a party or by which either of them is bound;

(iv) Sellers have not imposed or permitted to exist any Lien upon any of its assets, tangible or intangible;

(v) Sellers have not made any capital expenditure (or series of related capital expenditures) either involving more than \$10,000 or outside the Ordinary Course of Business;

(vi) Sellers have not made any capital investment in, any loan to, or any acquisition of the securities or assets of, any other Person (or series of related capital investments, loans, and acquisitions) either involving more than \$10,000 or outside the Ordinary Course of Business;

(vii) Sellers have not delayed or postponed the payment of accounts payable and other Liabilities outside the Ordinary Course of Business;

(viii) Sellers have not cancelled, compromised, waived, or released any right or claim (or series of related rights and claims) either involving more than \$10,000 or outside the Ordinary Course of Business;

(ix) Sellers have not transferred, assigned, or granted any license or sublicense of any rights under or with respect to any Intellectual Property;

Table of Contents

- (x) there has been no change made or authorized in the certificate of incorporation or bylaws of Parent or the certificate of limited partnership or limited partnership agreement of Target;
- (xi) Sellers have not experienced any material damage, destruction, or loss (whether or not covered by insurance) to their property;
- (xii) other than the termination of the Employment Agreements, Sellers have not made any loan to, or entered into any other transaction with, any of the directors, officers, and employees of Sellers or any Subsidiaries of Parent;
- (xiii) other than the termination of the Employment Agreements, Sellers have not entered into any employment contract or collective bargaining agreement, written or oral, or modified the terms of any such existing contract or agreement;
- (xiv) other than the payment of reasonable and customary end of year holiday bonuses, Sellers have not granted any increase in the base compensation of any of the directors, officers, and employees of Sellers outside the Ordinary Course of Business;
- (xv) other than the termination of the Employment Agreements, Sellers have not adopted, amended, modified, or terminated any bonus, profit sharing, incentive, severance, or other plan, contract, or commitment for the benefit of any of the directors, officers, and employees of Sellers (or taken any such action with respect to any other Employee Benefit Plan);
- (xvi) other than the termination of the Employment Agreements, Sellers have not made any other change in employment terms for any of the directors, officers, and employees of Sellers outside the Ordinary Course of Business;
- (xvii) there has not been any other material occurrence, event, incident, action, failure to act, or transaction outside the Ordinary Course of Business;
- (xviii) Sellers have not discharged a material Liability or Lien outside the Ordinary Course of Business;
- (xix) Sellers have not disclosed any Confidential Information except pursuant to a valid, binding and enforceable non-disclosure agreement;
- (xx) there has not been any change in any method of accounting or accounting principles or practice by Sellers, except for any such change required by reason of a concurrent change in GAAP or Regulation S-X under the Securities Exchange Act;
- (xxi) there has not been any Tax election made or changed, any annual Tax accounting period changed, any method of Tax accounting adopted or changed, any amended Tax Returns or claims for Tax refunds filed, any closing agreement entered into, any Tax claim, audit or assessment settled, or any right to claim a Tax refund, offset or other reduction in Tax liability surrendered; and
- (xxii) Sellers have not committed to any of the foregoing.

(i)

*Undisclosed Liabilities.*

Except as set forth on §3(i) of the Disclosure Schedule, Sellers do not have any Liability (and there is no Basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against any of

them giving rise to any Liability) relating to Division, except for (i) Liabilities set forth on the face of the Most Recent Balance Sheet (rather than in any notes thereto) and (ii) Liabilities that have arisen after the date of the Most Recent Balance Sheet in the Ordinary Course of Business (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of law).

A - 20

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Table of Contents

(j) *Legal Compliance.*

Each of Sellers, and their respective predecessors and Affiliates has complied in all material respects with all applicable laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder and including the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-1, et seq.) of federal, state, local, and foreign governments (and all agencies thereof), and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against any of them alleging any failure so to comply.

(k) *Tax Matters.*

(i) Sellers have timely filed all Tax Returns that Sellers were required to file. All such Tax Returns were correct and complete in all material respects. All Taxes owed by Sellers (whether or not shown on any Tax Return) have been paid unless they are currently being contested in good faith as set forth on §3(k)(i) of the Disclosure Schedule and a reserve therefore is set forth on the Most Recent Balance Sheet. Sellers are not beneficiaries of any extension of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction in which Sellers do not file Tax Returns that Sellers are or may be subject to taxation by that jurisdiction. There are no Liens on any of the assets of Division or Sellers that arose in connection with any failure (or alleged failure) to pay any Tax.

(ii) Sellers have withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(iii) Sellers do not, and no officer or director of Sellers or any Subsidiaries of Parent (or any employee responsible for Tax matters expect any authority to assess any additional Taxes with respect to Sellers for any period for which Tax Returns have been filed. There is no dispute or claim concerning any Tax Liability of Sellers either (A) claimed or raised by any authority in writing or (B) as to which Sellers, or any officer or director of Sellers or any Subsidiaries of Parent (or employees responsible for Tax matters), has Knowledge based upon personal contact with any agent of such authority. §3(k)(iii) of the Disclosure Schedule lists all federal, state, local, and foreign income Tax Returns filed by Sellers for taxable periods ended on or after September 30, 2002, indicates those Tax Returns that have been audited, and indicates those Tax Returns that currently are the subject of audit. Sellers have delivered or made available to Buyer correct and complete copies of all income Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by Sellers since September 30, 2002.

(iv) Sellers have not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(v) None of the Assumed Liabilities or the Termination Payments is, or will become, an obligation to make a payment that is not deductible under Code §280G.

Table of Contents

(l)

*Real Property.*

(i) Sellers have no Owned Real Property and no Owned Real Property or any interest therein is used by Division in operating its business as currently conducted or as proposed to be conducted. Division is not a party to any agreement or option to purchase any real property or interest therein.

(ii) §3(1)(ii) of the Disclosure Schedule sets forth the address of each parcel of Leased Real Property, and a true and complete list of all Leases for each such Leased Real Property (including the date and name of the parties to such Lease document). Sellers have delivered to Buyer a true and complete copy of each such Lease document, and in the case of any oral Lease, a written summary of the material terms of such Lease. With respect to each of the Leases:

(A) such Lease is legal, valid, binding, enforceable and in full force and effect;

(B) the transactions contemplated by this Agreement do not require the consent of any other party to such Lease, will not result in a breach of or default under such Lease, and will not otherwise cause such Lease to cease to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing;

(C) Sellers' possession and quiet enjoyment of the Leased Real Property under such Lease has not been disturbed and there are no disputes with respect to such Lease;

(D) Neither Sellers, nor any other party to the Lease is in breach of or default under such Lease, and no event has occurred or circumstance exists that, with the delivery of notice, the passage of time or both, would constitute such a breach or default, or permit the termination, modification or acceleration of rent under such Lease;

(E) no security deposit or portion thereof deposited with respect to such Lease has been applied in respect of a breach of or default under such Lease that has not been redeposited in full;

(F) Sellers do not owe, and will not owe in the future, any brokerage commissions or finder's fees with respect to such Lease;

(G) the other party to such Lease is not an Affiliate of, and otherwise does not have any economic interest in, Sellers;

(H) Sellers have not subleased, licensed or otherwise granted any Person the right to use or occupy the Leased Real Property or any portion thereof;

(I) Sellers have not collaterally assigned or granted any other Lien in such Lease or any interest therein; and

(J) there are no Liens on the estate or interest created by such Lease.

(iii) The Leased Real Property identified in §3(1)(iii) of the Disclosure Schedule comprises all of the real property used or intended to be used in Division's business.

(iv) To Sellers' Knowledge, all buildings, structures, fixtures, building systems and equipment, and all components thereof, including the roof, foundation, load-bearing walls and other structural elements thereof, heating, ventilation, air conditioning, mechanical, electrical, plumbing and other building systems, environmental control, remediation and abatement systems, sewer, storm and waste water systems, irrigation and other water distribution systems, parking facilities, fire protection, security and surveillance systems, and telecommunications, computer wiring, and cable installations, included in the Leased Real Property (the "*Improvements*") are in good condition and repair and sufficient for the operation of Division's business. To Sellers' Knowledge, there are no structural deficiencies or latent defects

affecting any of the Improvements and there are no facts or conditions affecting any of the Improvements that would, individually or in the aggregate, interfere in any respect with the use or occupancy of the Improvements or any portion thereof in the operation of Division's business as currently conducted thereon.

A - 22

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Table of Contents

(v) To Sellers' Knowledge, there is no condemnation, expropriation or other proceeding in eminent domain, pending or threatened, affecting any parcel of Leased Real Property or any portion thereof or interest therein. To Sellers' Knowledge, there is no injunction, decree, order, writ or judgment outstanding, nor any claim, litigation, administrative action or similar proceeding, pending or threatened, relating to the ownership, lease, use or occupancy of the Leased Real Property or any portion thereof, or the operation of Division's business as currently conducted thereon.

(vi) The Leased Real Property is in material compliance with all applicable building, zoning, subdivision, health and safety and other land use laws, including the Americans with Disabilities Act of 1990, as amended, and all insurance requirements affecting the Leased Real Property (collectively, the "*Real Property Laws*"), and the current use and occupancy of the Leased Real Property and operation of Division's business thereon does not materially violate any Real Property Laws. Sellers have not received any notice of violation of any Real Property Law and, to Sellers' Knowledge, there is no Basis for the issuance of any such notice or the taking of any action for such violation.

(vii) To Sellers' Knowledge, all material water, oil, gas, electrical, steam, compressed air, telecommunications, sewer, storm and waste water systems and other utility services or systems for the Leased Real Property have been installed and are operational and sufficient for the operation of Division's business as currently conducted thereon.

(viii) All material certificates of occupancy, permits, licenses, franchises, approvals and authorizations (collectively, the "*Real Property Permits*") of all governmental authorities, board of fire underwriters, association or any other entity having jurisdiction over the Leased Real Property that are required or appropriate to use or occupy the Leased Real Property or operate Division's business as currently conducted thereon, have been issued and are in full force and effect. §3(1)(viii) of the Disclosure Schedule lists all material Real Property Permits held by Sellers with respect to each parcel of Leased Real Property. Sellers have delivered to Buyer a true and complete copy of all Real Property Permits. Sellers have not received any notice from any governmental authority or other entity having jurisdiction over the Leased Real Property threatening a suspension, revocation, modification or cancellation of any Real Property Permit and, to Sellers' Knowledge, there is no Basis for the issuance of any such notice or the taking of any such action. The Real Property Permits are transferable to Buyer without the consent or approval of the issuing governmental authority or entity; no disclosure, filing or other action by Sellers is required in connection with such transfer, and Buyer shall not be required to assume any additional liabilities or obligations under the Real Property Permits as a result of such transfer.

(ix) To Sellers' Knowledge, the classification of each parcel of Leased Real Property under applicable zoning laws, ordinances and regulations permits the use and occupancy of such parcel and the operation of Division's business as currently conducted thereon, and permits the Improvements located thereon as currently constructed, used and occupied.

Table of Contents

(m)

*Intellectual Property.*

(i) Sellers own and possess or have the right to use pursuant to a valid and enforceable written license, sublicense, agreement, or permission all Intellectual Property necessary or desirable for the operation of Division as presently conducted and as presently proposed to be conducted. Each item of Intellectual Property owned or used by Sellers immediately prior to the Closing will be owned or available for use by Buyer on identical terms and conditions immediately subsequent to the Closing. Sellers have taken all necessary and desirable action to maintain and protect each item of Intellectual Property that it owns or uses.

(ii) Sellers have not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties. Other than the complaint filed by Corporate Safe Specialists, Inc. against Sellers on June 9, 2005 (the “CSS Claim”), none of Sellers, any Subsidiaries of Parent or any of their officers and directors (and employees with responsibility for Intellectual Property matters) have ever received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that Sellers must license or refrain from using any Intellectual Property rights of any third party) that has not been resolved pursuant to a final non-appealable court order or binding effective settlement and release agreement that does not have a Material Adverse Effect. To Sellers’ Knowledge, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of Sellers.

(iii) §3(m)(iii) of the Disclosure Schedule identifies each patent or registration which has been issued to Sellers with respect to any of their Intellectual Property, identifies each pending patent application or application for registration Sellers have made with respect to any of their Intellectual Property, and identifies each license, sublicense, agreement, or other permission that Sellers have granted to any third party with respect to any of their Intellectual Property (together with any exceptions). Sellers have delivered or made available to Buyer correct and complete copies of all such patents, registrations, applications, licenses, sublicenses, agreements, and permissions (as amended to date) and have made available to Buyer correct and complete copies of all other written documentation evidencing ownership and prosecution (if applicable) of each such item. §3(m)(iii) of the Disclosure Schedule also identifies each registered or unregistered trademark, service mark, trade name, corporate name or Internet domain name, computer software item (other than commercially available off-the-shelf software purchased or licensed for less than a total cost of \$10,000 in the aggregate) and each material registered or unregistered copyright used by Sellers in connection with the business of Division. With respect to each item of Intellectual Property required to be identified in §3(m)(iii) of the Disclosure Schedule:

(A) Sellers own and possess all right, title, and interest in and to the item, free and clear of any Lien, license, or other restriction or limitation regarding use or disclosure;

(B) the item is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(C) except for the CSS Claim, no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to Sellers’ Knowledge, is threatened that challenges the legality, validity, enforceability, use, or ownership of the item, and there are no grounds for the same;

Table of Contents

(D) Sellers have not agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to the item; and

(E) no loss or expiration of the item is threatened, pending, or reasonably foreseeable, except for patents or copyrights expiring at the end of their statutory terms (and not as a result of any act or omission by Sellers, including, without limitation, a failure by Sellers to pay any required maintenance fees).

(iv) §3(m)(iv) of the Disclosure Schedule identifies each item of Intellectual Property that any third party owns and that Division uses pursuant to license, sublicense, agreement, or permission. Sellers have delivered or made available to Buyer correct and complete copies of all such licenses, sublicenses, agreements, and permissions (as amended to date). With respect to each item of Intellectual Property required to be identified in §3(m)(iv) of the Disclosure Schedule:

(A) the license, sublicense, agreement, or permission covering the item is legal, valid, binding, enforceable, and in full force and effect;

(B) the license, sublicense, agreement, or permission will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in §2 above);

(C) Sellers are not and, to Sellers' Knowledge, no other party to the license, sublicense, agreement, or permission is in breach or default, and no event has occurred that with notice or lapse of time would constitute a breach or default or permit termination, modification, or acceleration thereunder;

(D) no party to the license, sublicense, agreement, or permission has repudiated any provision thereof;

(E) with respect to each sublicense, the representations and warranties set forth in subsections (A) through (D) above are true and correct with respect to the underlying license;

(F) to Sellers' Knowledge, the underlying item of Intellectual Property is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(G) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to Seller's Knowledge, is threatened that challenges the legality, validity, or enforceability of the underlying item of Intellectual Property, and, to Sellers' Knowledge, there are no grounds for the same; and

(H) Sellers have not granted any sublicense or similar right with respect to the license, sublicense, agreement, or permission.

(v) Except for the CSS Claim, to Sellers' Knowledge: (A) Sellers have not in the past nor will interfere with, infringe upon, misappropriate, or otherwise come into conflict with, any Intellectual Property rights of third parties as a result of the continued operation of the business of Division as presently conducted and as presently proposed to be conducted; (B) there are no facts that indicate a likelihood of any of the foregoing; and (C) no notices regarding any of the foregoing (including, without limitation, any demands or offers to license any Intellectual Property from any third party) have been received.

Table of Contents

(vi) Sellers have taken all necessary and desirable actions to maintain and protect all of the Intellectual Property and will continue to maintain and protect all of the Intellectual Property so as not to adversely affect the validity or enforceability thereof. To the Knowledge of Sellers, the owners of any of the Intellectual Property licensed to Sellers in connection with the business of Division have taken all necessary and desirable actions to maintain and protect the Intellectual Property covered by such license.

(vii) Sellers have complied with and are presently in compliance in all material respects with all foreign, federal, state, local, governmental (including, but not limited to, the Federal Trade Commission and State Attorneys General), administrative or regulatory laws, regulations, guidelines and rules applicable to any Intellectual Property and Sellers shall take all steps necessary to ensure such compliance until the Closing.

(n) *Tangible Assets.*

Sellers own or lease all buildings, machinery, equipment, and other tangible assets necessary for the conduct of the business of Division as presently conducted and as presently proposed to be conducted. Each such tangible asset is free from all defects (patent and latent), has been maintained in accordance with normal industry practice, is in good operating condition and repair (subject to normal wear and tear), and is suitable for the purposes for which it presently is used and presently is proposed to be used.

(o) *Inventory.*

The inventory of Division is owned by Sellers and consists of raw materials and supplies, manufactured and purchased parts, goods in process, and finished goods, all of which is merchantable and fit for the purpose for which it was procured or manufactured, and none of which is slow-moving, obsolete, damaged, or defective, subject only to the reserve for inventory writedown set forth on the face of the Most Recent Balance Sheet (rather than in any notes thereto) as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of Division.

(p) *Contracts.*

§3(p) of the Disclosure Schedule lists the following contracts and other agreements relating to Division:

(i) any agreement (or group of related agreements) for the lease of personal property to or from any Person providing for lease payments in excess of \$10,000 per annum;

(ii) any agreement (or group of related agreements) for the purchase or sale of raw materials, commodities, supplies, products, or other personal property, or for the furnishing or receipt of services, the performance of which will extend over a period of more than one year, result in a loss to Division, or involve consideration in excess of \$10,000;

(iii) any agreement concerning a partnership or joint venture;

(iv) any agreement (or group of related agreements) under which it has created, incurred, assumed, or guaranteed any indebtedness for borrowed money, or any capitalized lease obligation, in excess of \$10,000 or under which it has imposed a Lien on any of its assets, tangible or intangible;

(v) any agreement concerning confidentiality or non-competition;

Table of Contents

- (vi) any material agreement involving either Seller on the one hand and any Affiliate of Parent or Parent's Subsidiaries on the other hand;
- (vii) any profit sharing, stock option, stock purchase, stock appreciation, deferred compensation, severance, or other plan or arrangement for the benefit of the current or former directors, officers, and employees of Sellers or any Subsidiaries of Parent;
- (viii) any collective bargaining agreement;
- (ix) any agreement for the employment of any individual on a full-time, part-time, consulting, or other basis providing annual compensation in excess of \$50,000 or providing any severance benefits;
- (x) any agreement under which it has advanced or loaned any amount to any of the directors, officers, and employees of Sellers or Subsidiaries of Parent outside the Ordinary Course of Business;
- (xi) any agreement under which the consequences of a default or termination could have a Material Adverse Effect;
- (xii) any settlement, conciliation or similar agreement, the performance of which will involve payment after the Closing Date of consideration in excess of \$10,000;
- (xiii) any agreement under which Sellers have advanced or loaned any other Person amounts in the aggregate exceeding \$10,000; or
- (xiv) any other agreement (or group of related agreements) the performance of which involves consideration in excess of \$10,000.

Sellers have delivered or made available to Buyer a correct and complete copy of each agreement (as amended to date) listed in §3(p) of the Disclosure Schedule. With respect to each such agreement: (A) the agreement is legal, valid, binding, enforceable, and in full force and effect; (B) the agreement will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in §2 above); (C) no party is in breach or default, and no event has occurred that with notice or lapse of time would constitute a breach or default, or permit termination, modification, or acceleration, under the agreement; and (D) no party has repudiated any provision of the agreement. Other than as explicitly identified in §3(p) of the Disclosure Schedule, all such contracts are freely assignable to Buyer.

(q) *Notes and Accounts Receivable.*

All notes and accounts receivable of Sellers relating to Division are reflected properly on their books and records, are valid receivables subject to no setoffs or counterclaims, are current and collectible, and will be collected in accordance with their terms at their recorded amounts except as set forth on §3(q) of the Disclosure Schedule, subject only to the reserve for bad debts set forth on the face of the Most Recent Balance Sheet (rather than in any notes thereto) as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of Division.

(r) *Powers of Attorney.*

There are no outstanding powers of attorney executed on behalf of Sellers.





Table of Contents

(s) *Insurance.*

Sellers have in full force and effect insurance policies insuring the properties and assets of Division (including the Acquired Assets). With respect to each such insurance policy: (A) the policy is legal, valid, binding, enforceable, and in full force and effect; (B) neither Sellers nor, to Sellers' Knowledge, any other party to the policy is in breach or default (including with respect to the payment of premiums or the giving of notices), and no event has occurred that, with notice or the lapse of time, would constitute such a breach or default, or permit termination, modification, or acceleration, under the policy; and (C) neither Sellers nor, to Sellers' Knowledge, any other party to the policy has repudiated any provision thereof. Sellers currently are covered, and have been covered during the past five (5) years, by insurance in scope and amount customary and reasonable for the business in which it has engaged during the aforementioned period.

(t) *Litigation.*

§3(t) of the Disclosure Schedule sets forth each instance in which Sellers (i) are subject to any outstanding injunction, judgment, order, decree, ruling, or charge relating to Division or (ii) are a party or, to Sellers' Knowledge, are threatened to be made a party to any action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator. None of the actions, suits, proceedings, hearings, and investigations set forth in §3(t) of the Disclosure Schedule would reasonably be expected to result in any Material Adverse Change. None of Sellers or the directors and officers of Sellers or any Subsidiaries of Parent (and employees with responsibility for litigation matters) have any reason to believe that any such action, suit, proceeding, hearing, or investigation may be brought or threatened against Sellers.

(u) *Product Warranty.*

Each product manufactured, sold, leased, or delivered by Division has been in conformity with all applicable contractual commitments and all express and implied warranties, and Sellers do not have any Liability (and there is no Basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against any of them giving rise to any Liability) for replacement or repair thereof or other damages in connection therewith, subject only to the reserve for product warranty claims set forth on the face of the Most Recent Balance Sheet (rather than in any notes thereto) as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of Division. No product manufactured, sold, leased, or delivered by Division is subject to any guaranty, warranty, or other indemnity beyond the applicable standard terms and conditions of sale or lease.

(v) *Product Liability.*

Sellers do not have any Liability (and there is no Basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against any of them giving rise to any Liability) arising out of any injury to individuals or property as a result of the ownership, possession, or use of any product manufactured, sold, leased, or delivered by Division.

(w) *Employees.*

(i) With respect to the business of Division:

(A) there is no collective bargaining agreement or relationship with any labor organization;



Table of Contents

(B) to the Knowledge of Sellers, no executive or manager of Division (1) has any present intention to terminate his or her employment, or (2) is a party to any confidentiality, non-competition, proprietary rights or other such agreement between such employee and any Person besides Sellers that would be material to the performance of such employee's employment duties, or the ability of Sellers or Buyer to conduct the business of Division;

(C) no labor organization or group of employees has filed any representation petition or made any written or oral demand for recognition;

(D) to the Knowledge of Sellers, no union organizing or decertification efforts are underway or threatened and no other question concerning representation exists;

(E) no labor strike, work stoppage, slowdown, or other material labor dispute has occurred, and none is underway or, to the Knowledge of Sellers, threatened;

(F) there is no workman's compensation liability, experience or matter that would reasonably be expected to have a Material Adverse Effect;

(G) there is no employment-related charge, complaint, grievance, investigation, inquiry or obligation of any kind, pending or, to Sellers' Knowledge, threatened in any forum, relating to an alleged violation or breach by Sellers (or their officers or directors) of any law, regulation or contract; and

(H) no employee or agent of Sellers has committed any act or omission giving rise to material liability for any violation or breach identified in subsection (G) above.

(ii) Except as set forth in §3(w)(ii) of the Disclosure Schedule, (A) there are no employment contracts or severance agreements with any employees of Sellers engaged in the operation of Division, and (B) there are no written personnel policies, rules or procedures applicable to employees of Sellers engaged in the operation of Division.

(iii) With respect to this transaction, any notice required under any law or collective bargaining agreement has been given, and all bargaining obligations with any employee representative have been, or prior to the Closing Date will be, satisfied. Sellers have not implemented any plant closing or layoff of employees that could implicate the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar foreign, state, or local law, regulation or ordinance, and no such action will be implemented without advance notification to Buyer.

(iv) Buyer will not have as a consequence of any transaction contemplated by the Transaction Agreements, any liability or obligation with respect to or under any agreement between either of Sellers and any employee.

(x)

*Employee Benefit Plans.*

(i) §3(x)(i) of the Disclosure Schedule lists each Employee Benefit Plan that Sellers maintain, to which Sellers contribute or have any obligation to contribute, or with respect to which Sellers have any Liability. Sellers have not, nor has any Subsidiary or Affiliate of Parent, been parties to a multi-employer defined benefit plan within the meaning of ERISA.

(A) Each such Employee Benefit Plan (and each related trust, insurance contract, or fund) has been maintained, funded and administered in accordance with the terms of such Employee Benefit Plan and the terms of any applicable collective bargaining agreement and complies in form and in operation in all respects with the applicable requirements of ERISA, the Code, and other applicable laws.



Table of Contents

(B) All required reports and descriptions (including Form 5500 annual reports, summary annual reports, and summary plan descriptions) have been timely filed and/or distributed in accordance with the applicable requirements of ERISA and the Code with respect to each such Employee Benefit Plan. The requirements of COBRA have been met with respect to each such Employee Benefit Plan and each Employee Benefit Plan maintained by Sellers or an ERISA Affiliate that is an Employee Welfare Benefit Plan subject to COBRA.

(C) All contributions (including all employer contributions and employee salary reduction contributions) that are due have been made within the time periods prescribed by ERISA and the Code to each such Employee Benefit Plan that is an Employee Pension Benefit Plan and all contributions for any period ending on or before the Closing Date that are not yet due have been made to each such Employee Pension Benefit Plan or accrued in accordance with the past custom and practice of Sellers. All premiums or other payments for all periods ending on or before the Closing Date have been paid with respect to each such Employee Benefit Plan that is an Employee Welfare Benefit Plan.

(D) Each such Employee Benefit Plan that is intended to meet the requirements of a “qualified plan” under Code §401(a) has received a determination from the Internal Revenue Service that such Employee Benefit Plan is so qualified, and nothing has occurred since the date of such determination that could adversely affect the qualified status of any such Employee Benefit Plan. All such Employee Benefit Plans have been or will be timely amended for the requirements of the Tax legislation commonly known as “GUST” and “EGTRRA” and have been or will be submitted to the Internal Revenue Service for a favorable determination letter on the GUST requirements within the remedial amendment period prescribed by GUST.

(E) There have been no Prohibited Transactions with respect to any such Employee Benefit Plan or any Employee Benefit Plan maintained by Sellers or an ERISA Affiliate. No Fiduciary has any Liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of any such Employee Benefit Plan. No action, suit, proceeding, hearing, or investigation with respect to the administration or the investment of the assets of any such Employee Benefit Plan (other than routine claims for benefits) is pending or, to Sellers’ Knowledge, threatened.

(F) Sellers have delivered or made available to Buyer correct and complete copies of the plan documents and summary plan descriptions, the most recent determination letter received from the Internal Revenue Service, the most recent annual report (Form 5500, with all applicable attachments), and all related trust agreements, insurance contracts, and other funding arrangements that implement each such Employee Benefit Plan.

(ii) Buyer will not have as a consequence of any transaction contemplated by the Transaction Agreements, any liability or obligation with respect to or under any Employee Benefit Plan.

Table of Contents

(y) *Guaranties.*

Neither of Sellers is a guarantor or otherwise is liable for any Liability (including indebtedness) of any other Person.

(z) *Environmental, Health, and Safety Matters.*

(i) Each of Sellers, and their respective predecessors and Affiliates has complied and is in material compliance with all Environmental, Health, and Safety Requirements.

(ii) Without limiting the generality of the foregoing, each of Sellers and their respective Affiliates has obtained and materially complied with, and is in material compliance with, all permits, licenses and other authorizations that are required pursuant to Environmental, Health, and Safety Requirements for the occupation of its facilities and the operation of its business; a list of all such permits, licenses and other authorizations is set forth in §3(z)(ii) of the Disclosure Schedule.

(iii) Neither Sellers nor their respective predecessors or Affiliates have received any written or oral notice, report or other information regarding any actual or alleged violation of Environmental, Health, and Safety Requirements, or any Liabilities, including any investigatory, remedial or corrective obligations, relating to any of them or their facilities arising under Environmental, Health, and Safety Requirements.

(iv) None of the following exists at any property or facility owned or operated by Sellers: (1) underground storage tanks, (2) asbestos-containing material in any form or condition, (3) materials or equipment containing polychlorinated biphenyls, or (4) landfills, surface impoundments, or disposal areas.

(v) Neither Sellers nor their respective predecessors or Affiliates have treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, manufactured, distributed, or released any substance, including without limitation any hazardous substance, or owned or operated any property or facility (and no such property or facility is contaminated by any such substance) so as to give rise to any current or future Liabilities, including any Liability for fines, penalties, response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney's fees, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Solid Waste Disposal Act, as amended, or any other Environmental, Health, and Safety Requirements.

(vi) Neither this Agreement nor the consummation of the transactions that are subject of this Agreement will result in any obligations for site investigation or cleanup, or notification to or consent of government agencies or third parties, pursuant to any of the so-called "transaction-triggered" or "responsible property transfer" Environmental, Health, and Safety Requirements.

(vii) Neither Sellers nor any of their respective predecessors or Affiliates have designed, manufactured, sold, marketed, installed, or distributed products or other items containing asbestos and none of such entities is or will become subject to any Asbestos Liabilities.

(viii) Neither Sellers nor any of their respective predecessors or Affiliates have assumed or otherwise become subject to, any Liability including without limitation any obligation for corrective or remedial action, of any other Person relating to Environmental, Health, and Safety Requirements.

Table of Contents

(ix) To Sellers' Knowledge, no facts, events or conditions relating to the past or present facilities, properties or operations of Sellers or any of their respective predecessors or Affiliates will prevent, hinder or limit continued compliance with Environmental, Health, and Safety Requirements, give rise to any investigatory, remedial or corrective obligations pursuant to Environmental, Health, and Safety Requirements, or give rise to any other Liabilities pursuant to Environmental, Health, and Safety Requirements, including without limitation any Liability relating to on-site or off-site releases or threatened releases of hazardous materials, substances or wastes, personal injury, property damage or natural resources damage.

(x) Sellers have furnished or made available to Buyer all environmental audits, reports and other material environmental documents relating to their or their respective predecessors' or Affiliates' past or current properties, facilities, or operations that are in their possession or under their reasonable control.

(aa) *Certain Business Relationships.*

Other than this Agreement and the limited partnership agreement of Target, none of Parent's stockholders, Subsidiaries of Parent, directors and officers of Sellers or any Subsidiaries of Parent, or any of their Affiliates has been involved in any business arrangement or relationship with Sellers or any Subsidiary of Parent within the past 12 months, and other than Target, none of Parent's stockholders, Subsidiaries of Parent, directors and officers of Sellers or any Subsidiaries of Parent, or any of their Affiliates own any asset, tangible or intangible, that is used in the business of Division as currently conducted or as currently proposed to be conducted.

(bb) *Customers and Suppliers.*

Since the date of the Most Recent Balance Sheet, no material supplier of Division has indicated that it shall stop, or decrease the rate of, supplying materials, products or services to Division, and no customer of Division has indicated that it shall stop, or decrease the rate of, buying materials, products or services from Division.

**§4. Buyer's Representations and Warranties.**

Buyer represents and warrants to Sellers that the statements contained in this §4 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this §4).

(a) *Organization of Buyer.*

Buyer is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Delaware.

(b) *Authorization of Transaction.*

Buyer has full power and authority to execute and deliver this Agreement and the other Transaction Agreements to which it is a party and to perform its obligations thereunder. Buyer need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government, governmental agency or any third party in order to enter into the Transaction Agreements or to consummate the transactions contemplated thereunder. The execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated thereby have been duly authorized by all necessary action on the part of Buyer. Each of the Transaction Agreements have been, or will be, duly executed and delivered by Buyer and constitute, or will constitute when executed and delivered, the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their terms, except that such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting



or relating to creditors' rights generally, and is subject to general principles of equity.

A - 32

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Table of Contents

(c) *Non-contravention.*

Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in §2 above), will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Buyer is subject or its certificate of limited partnership or its limited partnership agreement, or other governing documents or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Buyer is a party or by which it is bound or to which any of its assets are subject. Buyer does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement (including the assignments and assumptions referred to in §2 above).

(d) *Brokers' Fees.*

There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Buyer who might be entitled to any fee or commission from Buyer or any of its Affiliates in connection with the transactions contemplated by this Agreement.

**§5. Pre-Closing Covenants.**

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing:

(a) *General.*

Each of the Parties will use, and will cause each of their respective Subsidiaries to use, their best efforts to take all actions and to do all things necessary in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the Closing conditions set forth in §7 below).

(b) *Notices and Consents.*

Sellers shall give any notices to third-parties, and Sellers shall use their best efforts to obtain any third party consents that Buyer may request in connection with the matters referred to in §3(c) above. Each of the Parties shall give any notices to, make any filings with, and use their best efforts to obtain any authorizations, consents, and approvals of governments and governmental agencies in connection with the matters referred to in §3(c) and §4(c) above.

(c) *Operation of Business.*

Other than the termination of the Employment Agreements, Sellers shall not engage in any practice, take any action, or enter into any transaction outside the Ordinary Course of Business. Without limiting the generality of the foregoing, Sellers shall not otherwise engage in any practice, take any action, or enter into any transaction of the sort described in §3(h) above.

Table of Contents

(d) *Preservation of Business.*

Sellers shall, and shall cause Division to, keep their business and properties substantially intact, including their present operations, physical facilities, working conditions, and relationships with lessors, licensors, suppliers, customers, and employees.

(e) *Full Access.*

Sellers shall permit representatives of Buyer to have full access at all reasonable times upon reasonable notice, and in a manner so as not to interfere with the normal business operations of Sellers, to all premises, properties, personnel, books, records (including Tax records), contracts, and documents of Sellers.

(f) *Notice of Developments.*

Each Party will give prompt written notice to the other Parties of any material adverse development causing a breach of any of its own representations and warranties in §3 and §4 above. No disclosure by any Party pursuant to this §5(f), however, shall be deemed to amend or supplement the Disclosure Schedule or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

(g) *Exclusivity.*

(i) Neither of Sellers shall, nor shall any of their officers, directors, employees, partners, stockholders, Affiliates, Subsidiaries, investment bankers, attorneys, accountants, consultants or other agents or advisors (the “*Representatives*”), directly or indirectly, (A) solicit, initiate or take any action to facilitate or encourage the submission of any Acquisition Proposal, (B) enter into or participate in any discussions or negotiations with, furnish any information relating to Sellers or Division or afford access to the business, properties, assets, books or records of Sellers or Division or otherwise cooperate in any way with, or knowingly assist, participate in, facilitate or encourage any effort by any third party that is seeking to make, or has made, an Acquisition Proposal, (C) grant any waiver or release under any standstill or similar agreement with respect to any class of equity securities of Sellers or any Subsidiary of Parent or (D) enter into any agreement with respect to an Acquisition Proposal.

(ii) Notwithstanding §5(g)(i) above and subject to §5(g)(iv) below, if Sellers and the Representatives have not breached or violated any provision of this §5(g), the board of directors of Parent, directly or indirectly through the Representatives, may engage in negotiations or discussions with any Third Party that, without prior solicitation by or negotiation with Parent, has made a Superior Proposal and furnish to such Third Party nonpublic information relating to Parent or any of its Subsidiaries pursuant to a confidentiality agreement (a copy of such confidentiality agreement being provided for informational purposes only to Buyer); *provided* that Buyer shall be furnished with such nonpublic information prior to or simultaneously with the furnishing thereof to such Third Party (to the extent such nonpublic information has not been previously furnished by Sellers to Buyer). Following receipt of such Superior Proposal, Parent’s board of directors may fail to make, withdraw or modify in a manner adverse to Buyer its recommendation to its stockholders referred to in §5(i)(i) below, submit such Superior Proposal to a vote of its stockholders, and/or take any non-appealable, final action that any court of competent jurisdiction orders Parent to take, but in each case referred to in the foregoing subsections (A) through (D) of §5(g)(i) above only if a majority of the Non-Affiliated Directors determine in good faith, after considering written advice of the outside legal counsel and financial advisor to Parent’s board of directors that the board must take such action to comply with its fiduciary duties under applicable law. Nothing contained herein shall prevent Parent’s board of directors from complying with Rule 14e-2(a) or Rule 14d-9 under the Securities Exchange Act with regard to an Acquisition Proposal or from making other disclosures to Parent’s stockholders if required under applicable law; *provided, however*, that any such actions shall comply with the other requirements of this §5(g).



Table of Contents

(iii) Parent's board of directors shall not take any of the actions referred to in subsections (A) through (D) of §5(g)(i) above unless Parent shall have delivered to Buyer a prior written notice advising Buyer that it intends to take such action, and Parent shall continue to keep Buyer informed, on a current basis, with respect to such Superior Proposal after taking such action. In addition, Parent shall notify Buyer promptly (but in no event later than 24 hours) after receipt by Parent (or any of its Representatives) of any Acquisition Proposal, any indication that a third party is considering making an Acquisition Proposal or of any request for information relating to Parent or any of its Subsidiaries or for access to the business, properties, assets, books or records of Parent or any of its Subsidiaries by any third party that may be considering making, or has made, an Acquisition Proposal. Parent shall provide such notice orally and within one (1) business day in writing and shall identify the third party making, and the terms and conditions of, any such Acquisition Proposal, indication or request. Parent shall provide within one (1) business day of receipt a copy of any documentation of the terms of any such inquiry, proposal or offer, and thereafter shall keep Buyer informed, on a current basis, of the status and terms of any such proposals or offers and the status of any such discussions or negotiations (including by delivering any further documentation of the type referred to above). Parent shall, and shall cause the Representatives to, cease immediately and cause to be terminated any and all existing activities, discussions or negotiations, if any, with any third party conducted prior to the date hereof with respect to any Acquisition Proposal and shall use all reasonable efforts to cause any such third party (or its agents or advisors) in possession of confidential information about Parent or its Subsidiaries to return or destroy all such information.

(iv) In the event Parent receives a Superior Proposal, Parent and its board of directors shall not take any actions referred to under §5(g)(ii) above until Parent has negotiated in good faith with Buyer with respect to the terms of the transactions contemplated by this Agreement for a period of 10 business days from the date Buyer receives written notice of all material terms and conditions of the Superior Proposal (including any documents related thereto) as set forth in §5(g)(iii) above. In the event Parent subsequently receives any amendments or changes to such Superior Proposal, Parent and its board of directors shall not take any actions referred to under §5(g)(ii) above until Parent has negotiated in good faith with Buyer with respect to the terms of the transactions contemplated by this Agreement for a period of 10 business days from the date Buyer receives written notice of all material terms and conditions of such original Superior Proposal, as amended or changed (including any documents related thereto) as set forth in §5(g)(iii) above and such written notice shall specify if Parent and its board of directors intend to take any actions referred to under §5(g)(ii) above.

(h) *Maintenance of Acquired Assets.*

Sellers shall maintain the Acquired Assets in substantially the same condition as existed on the date of this Agreement, ordinary wear and tear excepted.

(i) *Parent Stockholders Meeting*

(i) Parent shall cause a meeting of its stockholders (the "*Parent Stockholders Meeting*") to be duly called and held as soon as reasonably practicable for the purpose of voting on the approval and adoption of (A) this Agreement and the transactions contemplated hereby, (B) an amendment to Parent's certificate of incorporation to change Parent's name such that it does not contain the terms "Tidel" or "Sentinel" or any derivations thereof (the "*Amendment*") and (C) any motion for adjournment or postponement of the Parent Stockholder Meeting to another time or place to permit, among other things, further solicitation of proxies if necessary to establish a quorum or to obtain additional votes in favor of this Agreement and the transactions contemplated hereby and the Amendment (the "*Motion*"). Subject to §5(g)(ii) above, the board of directors of Parent shall recommend approval and adoption of the items set forth in subsections (A), (B) and (C) of this §5(i)(i). The only matters on the ballot at the Parent Stockholders Meeting shall be the matters set forth above in subsections (A), (B) and (C) of this §5(i)(i). In connection with the Parent Stockholders Meeting, Parent shall (i) promptly prepare and file with the SEC, use its commercially reasonable best efforts to have cleared by the SEC and thereafter mail to its stockholders as promptly as practicable, the Parent Proxy Statement and all other

proxy materials for such meeting, (ii) use its commercially reasonable best efforts to obtain the necessary approvals by its stockholders of this Agreement and the transactions contemplated hereby and the Amendment, (3) otherwise comply with all legal requirements applicable to such meeting, and (4) hire MacKenzie Partners, Inc., or another proxy solicitor of equivalent stature, to assist Parent in the solicitation of votes and proxies for the Parent Stockholder Meeting.

A - 35

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Table of Contents

(ii) Notwithstanding anything to the contrary contained in this Agreement, unless this Agreement shall be terminated in accordance with §8 hereof, and in accordance with the applicable provisions of the law of the State of Delaware, (A) Parent shall be obligated to call, give notice of and hold the Parent Stockholders Meeting regardless of the commencement, disclosure, announcement or submission to it of any Acquisition Proposal, or of any failure to make, withdrawal or modification by Parent's board of directors of its recommendation as required by §5(i)(i) above and (B) subject to §5(g) above, Parent shall not submit to the vote of its stockholders any Acquisition Proposal, or propose to do so.

(iii) The Parent Proxy Statement and any amendments or supplements thereto will, when filed, comply as to form in all material respects with the applicable requirements of the Securities Exchange Act. At the time the Parent Proxy Statement or any amendment or supplement thereto is first mailed to stockholders of Parent, and at the time such stockholders vote on the approval and adoption of this Agreement and the transactions contemplated hereby, the Amendment and the Motion, and at the Closing, the Parent Proxy Statement, as supplemented or amended, if applicable, will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The covenants contained in this subsection will not apply to statements or omissions included in the Parent Proxy Statement based upon information furnished to Parent in writing by Buyer specifically for use therein.

(j) *Name Change.*

Parent shall change its name and shall cause Tidel Cash Systems, Inc., Tidel Services, Inc. and Target to change their respective names such that their respective names do not contain the terms "Tidel" or "Sentinel" or any derivations thereof. Parent and its subsidiaries shall amend any authorization to conduct business as foreign entity in any jurisdiction and any assumed names to reflect the foregoing name changes.

(k) *Perfection of Ownership of Intellectual Property.*

Sellers shall take all necessary and advisable actions to perfect Sellers' chain of title and sole ownership of all rights, title and interests, free and clear of all interests of third parties and Liens, in all Intellectual Property, including (i) obtaining and recording with the United States Patent and Trademark Office or other similar agencies in foreign jurisdictions (collectively, "*Patent Agencies*") any necessary and advisable assignments from any inventors or prior owners of any Intellectual Property and (ii) recording the change of ownership with any applicable Patent Agencies of any Intellectual Property to Target.

Table of Contents

(l) *Maintenance of Leased Real Property.*

Sellers will maintain the Leased Real Property, including all of the Improvements, in substantially the same condition as existed on the date of this Agreement, ordinary wear and tear excepted, and shall not demolish or remove any of the existing Improvements, or erect new improvements on the Leased Real Property or any portion thereof, without the prior written consent of Buyer.

(m) *Leases.*

Sellers will not amend, modify, extend, renew or terminate any Lease or enter into any new lease, sublease, license or other agreement for the use or occupancy of any real property without the prior written consent of Buyer.

(n) *Claim.*

Sellers shall take all actions that a reasonably prudent person would undertake with respect to the CSS Claim and shall diligently defend the CSS Claim; *provided, however*, that any material actions with respect to the CSS Claim shall require the prior written consent of Buyer, which consent shall not be unreasonably withheld.

**§6. Post-Closing Covenants.**

The Parties agree as follows with respect to the period following the Closing:

(a) *General.*

In case at any time after the Closing any further actions are necessary or desirable to carry out the purposes of the Transaction Agreements, each of the Parties will take such further actions (including the execution and delivery of such further instruments and documents) as another Party may reasonably request, all at the sole cost and expense of the requesting Party. Sellers shall not, and Parent shall cause its Subsidiaries not to, use the term “Tidel” or “Sentinel” or any derivations thereof as part of their respective names. Sellers acknowledge and agree that from and after the Closing, Buyer will be entitled to possession of all documents, books, records (including Tax records), agreements, and financial data of any sort relating to Division.

(b) *Litigation Support.*

In the event and for so long as any Party is actively contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand in connection with (i) the transactions contemplated under the Transaction Agreements, (ii) the CSS Claim, or (iii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving Sellers, the other Party will cooperate with the contesting or defending Party and its counsel in the contest or defense, make available its personnel, and provide such testimony and access to its books and records as shall be necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party.



Table of Contents

(c) *Transition.*

Sellers shall not, nor shall any of Parent's Subsidiaries or any of their officers and directors, take any action that is designed or intended to have the effect of discouraging any lessor, licensor, customer, supplier, vendor or other business associate of Division from maintaining the same business relationships with Buyer after the Closing as it maintained with Division prior to the Closing. Sellers shall refer all customer inquiries relating to Division to Buyer from and after the Closing. After the Closing, Sellers shall direct any inquiries regarding payment of any accounts receivable that were included in the Acquired Assets to Buyer and shall immediately remit any amounts received by Sellers in payment of such accounts receivable to Buyers by in cash by wire transfer or other immediately available funds.

(d) *Confidentiality.*

Sellers shall treat and hold as such all of the Confidential Information, refrain from using any of the Confidential Information except in connection with this Agreement, and deliver promptly to Buyer or destroy, at the request and option of Buyer, all tangible embodiments (and all copies) of the Confidential Information that are in its possession. In the event either of Sellers is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, Sellers will notify Buyer promptly of the request or requirement so that Buyer may seek an appropriate protective order or waive compliance with the provisions of this §6(d). If, in the absence of a protective order or the receipt of a waiver hereunder, Sellers are, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, Sellers may disclose the Confidential Information to the tribunal; *provided, however*, that Sellers shall use their best efforts to obtain, at the reasonable request of Buyer, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as Buyer shall designate.

(e) *Covenant Not to Compete or Solicit.*

For a period of five years from and after the Closing Date, Sellers shall not, nor allow any of their Subsidiaries to, engage directly or indirectly in any business that Division conducts as of the Closing Date; *provided, however*, that no owner of less than one percent (1%) of the outstanding stock of any publicly traded corporation shall be deemed to engage solely by reason thereof in its business. For a period of five years from and after the Closing Date, Sellers shall not, nor allow any of their Subsidiaries, to solicit any employee of Buyer to leave the employment of Buyer or solicit any customer or potential customer of Buyer to cease or reduce its business with Buyer; *provided, however*, that no owner of less than one percent (1%) of the outstanding stock of any publicly traded corporation shall be deemed to be soliciting any employees, customers or potential customers of Buyer solely by reason thereof. If the final judgment of a court of competent jurisdiction declares that any term or provision of this §6(e) is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

(f) *Defense of CSS Claim.*

(i) Buyer shall undertake, and shall have the sole right to direct on behalf of itself and Sellers, the defense of the CSS Claim for Sellers with counsel of its choice.

(ii) Sellers shall not take any action, consent to the entry of any judgment or enter into any settlement with respect to the CSS Claim without the prior written consent of Buyer.

A - 38

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Table of Contents

(iii) In the event Sellers shall incur any Adverse Consequences in connection with the CSS Claim subsequent to the Closing Date, then Buyer shall indemnify Sellers from and against the entirety of any such Adverse Consequences; *provided, however*, that Buyer shall not be obligated to indemnify Seller for any Adverse Consequences incurred as a result of the breach of this Agreement or the negligent action or inaction of Sellers.

(g) *Indemnification.*

(i) Parent agrees that all rights to indemnification or exculpation now existing in favor of the employees, agents, directors or officers of Parent and its Subsidiaries (the “*Parent Indemnified Parties*”) as provided in their respective charter documents, bylaws, certificate of limited partnership or limited partnership agreement as in effect on the date of this Agreement shall continue in full force and effect for a period of six (6) years from and after the Closing Date (the “*Indemnity Period*”); *provided, however*, that, in the event any claim or claims are asserted or made within the Indemnity Period, all rights to indemnification in respect of any such claim or claims shall continue to final and non-appealable disposition of any and all such claims. Any determination required to be made with respect to whether the Parent Indemnified Party’s conduct complies with the standards set forth in such charter documents, bylaws, certificate of limited partnership or limited partnership agreement or otherwise shall be made by independent counsel selected by the Parent Indemnified Parties, which counsel shall be reasonably satisfactory to Parent (whose fees and expenses shall be paid by Parent), which such determination shall be final and binding on the parties thereto.

(ii) During the Indemnity Period, Parent shall indemnify and hold harmless the Parent Indemnified Parties in respect of acts or omissions occurring at or prior to the Closing to the fullest extent permitted by Delaware law or any other applicable laws or provided under Parent’s and its Subsidiaries’ charter, bylaws, certificate of limited partnership or limited partnership agreement in effect on the date of this Agreement; *provided* that such indemnification shall be subject to any limitation imposed from time to time under applicable law.

(iii) If Parent or any of its successors or assigns (A) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger, or (B) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, to the extent necessary, proper provision shall be made so that the successors and assigns of Parent shall assume the obligations set forth in this §6(g).

(iv) The rights of each Parent Indemnified Party under this §6(g) shall be in addition to any rights such Person may have under the charter, bylaws, certificate of limited partnership or limited partnership agreement of Parent or any of its Subsidiaries, or under Delaware law or any other applicable laws or under any agreement of any Parent Indemnified Party with Parent or any of its Subsidiaries. These rights shall survive consummation of the transactions contemplated by this Agreement and are intended to benefit, and shall be enforceable by, each Parent Indemnified Party.

(h) *Directors’ and Officers’ Insurance.*

During the Indemnity Period, Parent shall maintain in effect directors’ and officers’ and fiduciaries’ liability insurance covering the officers and directors of Parent and its Subsidiaries as of the date of this Agreement on comparable terms and conditions and with comparable insurance coverage as is then in effect for the current officers and directors of Parent and its Subsidiaries. Parent agrees that if Parent is dissolved or ceases to exist for any reason prior to the termination of the Indemnity Period, prior to such dissolution or cessation Parent shall extend Parent’s then in effect directors’ and officers’ and fiduciaries’ liability insurance policy on commercially reasonable terms and conditions and with insurance coverage as comparable as possible with the insurance policy then in effect for the current officers and directors of Parent and Subsidiaries, and such extension shall provide such insurance coverage to all directors and officers of Parent as of the date of this Agreement. Parent shall prepay all premiums in connection with such extension. These rights shall survive consummation of the transactions contemplated by this Agreement and are

intended to benefit, and shall be enforceable by, each Parent Indemnified Party.

A - 39

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Table of Contents

(i) *Employee Non-competition and Confidentiality Agreements.*

Sellers agree that any and all non-competition and confidentiality agreements between Sellers and their Affiliates on the one hand and employees of Sellers and their Affiliates on the other hand shall be null and void and of no further force and effect with respect to such employees who become employees of Buyer and its Affiliates.

**§7** **Conditions to Obligation to Close.**

(a) *Conditions to Buyer's Obligation.*

Buyer's obligation to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) the representations and warranties set forth in §3 above shall be true and correct in all material respects at and as of the Closing Date, except to the extent that such representations and warranties are qualified by the term "material," or contain terms such as "Material Adverse Effect" or "Material Adverse Change," in which case such representations and warranties (as so written, including the term "material" or "Material") shall be true and correct in all respects at and as of the Closing Date;

(ii) Sellers shall have performed and complied with all of the covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term "material," or contain terms such as "Material Adverse Effect" or "Material Adverse Change," in which case Sellers shall have performed and complied with all of such covenants (as so written, including the term "material" or "Material") in all respects through the Closing;

(iii) Sellers and Division shall have procured all of the third-party consents specified in §5(b) above;

(iv) no action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement, (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, (C) adversely affect the right of Buyer to own the Acquired Assets and to operate the former business of Division, or (D) have a Material Adverse Effect;

(v) there shall not have been, or the occurrence of any events which could reasonably be expect to have, a Material Adverse Effect;

Table of Contents

- (vi) there shall not have been, or the occurrence of any events which could reasonably be expected to have, an adverse change or impact with respect to Sellers or Buyer in connection with the CSS Claim;
- (vii) this Agreement and the transactions contemplated hereby and the Amendment shall have been approved and adopted by the stockholders of Parent in accordance with the laws of the State of Delaware (the “*Stockholder Approval*”);
- (viii) Sellers shall have delivered to Buyer a certificate to the effect that each of the conditions specified above in §7(a)(i)-(vii) is satisfied in all respects;
- (ix) Sellers shall have executed and delivered the Assignments in substantially the forms attached hereto as Exhibit A to Buyer;
- (x) Buyer shall have received from counsel to Sellers an opinion in form and substance as set forth in Exhibit B attached hereto, addressed to Buyer and on which Buyer’s lenders shall be entitled to rely, and dated as of the Closing Date;
- (xi) Sellers shall have provided to Buyer evidence of the release of the following Liens, such evidence to be satisfactory to Buyer in its sole discretion: (A) Lien of Laurus Master Fund Ltd. on all of the assets of Sellers, Tidel Cash Systems, Inc. and Tidel Services, Inc. filed with the Secretary of State of the State of Delaware; (B) state tax Lien on Parent filed with the Clerk of Harris County, Texas; (C) Lien of Wallis State Bank on all accounts, inventory, equipment, intangibles, cash, cash equivalents and other property of Sellers and Tidel Cash Systems, Inc. filed with the Secretary of State of the State of Delaware; (D) Lien of JP Morgan Chase Bank on all accounts, inventory, equipment, intangibles, cash, cash equivalents and other property of Sellers filed with the Clerk of Harris County, Texas; and (E) Lien of Chase Bank of Texas on all accounts, inventory, equipment, intangibles, cash and other property of Tidel Cash Systems, Inc. filed with the Clerk of Dallas County, Texas;
- (xii) Sellers shall have provided to Buyer evidence of the release, such evidence to be satisfactory to Buyer in its sole discretion, of all liens recorded at the United States Patent and Trademark Office on any Intellectual Property, including, but not limited to the liens held by Saudi International Bank, Al-Bank Al-Saudi Al-Alami Limited; Wallis State Bank; The Frost National Bank d/b/a Creekwood Capital Group; and Creekwood Capital Corporation;
- (xiii) Sellers shall have provided to Buyer evidence of assignments perfecting Sellers’ sole ownership of all rights, title and interests, free and clear of all interests of third parties and Liens, in all Intellectual Property, such evidence to be satisfactory to Buyer in its sole discretion, including (A) evidence of recordation with Patent Agencies of any necessary and advisable assignments from any inventors or prior owners of any Intellectual Property (including without limitation all patent applications included in the Intellectual Property) and (B) evidence of the recordation with any applicable Patent Agencies of the change of ownership of any Intellectual Property to Target;
- (xiv) Parent, Target, Tidel Cash Systems, Inc. and Tidel Services, Inc. shall have changed their respective names such that they do not contain the terms “Tidel” or “Sentinel” or any derivations thereof and shall have provided to Buyer evidence thereof reasonably satisfactory to Buyer; and further shall have amended any authorizations to conduct business as foreign entity in any jurisdiction and any assumed names to reflect the foregoing and provided to Buyer evidence thereof reasonably satisfactory to Buyer;

Table of Contents

- (xv) Sellers shall have terminated the Employment Agreements on terms reasonably satisfactory to Buyer;
- (xvi) all actions to be taken by Sellers in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby shall be reasonably satisfactory in form and substance to Buyer;
- (xvii) Sellers shall deliver to Buyer a non-foreign affidavit dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Code §1445 stating that neither of Sellers are a “foreign person” as defined in Code §1445; and
- (xviii) Sellers shall have delivered to Buyer a certificate of the secretary or an assistant secretary of each of Sellers, dated the Closing Date, in form and substance reasonably satisfactory to Buyer, as to: (A) no amendments to the certificate of incorporation and bylaws of Parent or the certificate of limited partnership and limited partnership agreement of Target since the date of this Agreement; (B) the resolutions of the board of directors (or other authorizing body) (or a duly authorized committee thereof) of Sellers authorizing the execution, delivery, and performance of this Agreement and the transactions contemplated hereby; (C) incumbency and signatures of the officers of Sellers executing this Agreement or any other agreement contemplated by this Agreement; and (D) the requisite number of votes of the Parent’s stockholders approved and adopted this Agreement, the transactions contemplated by this Agreement and the Amendment at the Parent Stockholders Meeting.

Buyer may waive any condition specified in this §7(a) if it executes a writing so stating at or prior to the Closing.

(b) *Conditions to Sellers’ Obligation.*

Sellers’ obligation to consummate the transactions to be performed by them in connection with the Closing is subject to satisfaction of the following conditions:

- (i) the representations and warranties set forth in §4 above shall be true and correct in all material respects at and as of the Closing Date, except to the extent that such representations and warranties are qualified by the term “material,” or contain terms such as “Material Adverse Effect” or “Material Adverse Change,” in which case such representations and warranties (as so written, including the term “material” or “Material”) shall be true and correct in all respects at and as of the Closing Date;
- (ii) Buyer shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term “material,” or contain terms such as “Material Adverse Effect” or “Material Adverse Change,” in which case Buyer shall have performed and complied with all of such covenants (as so written, including the term “material” or “Material”) in all respects through the Closing;
- (iii) no action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement or (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation;

Table of Contents

(v) Buyer shall have delivered to Sellers a certificate to the effect that each of the conditions specified above in §7(b)(i)-(iii) is satisfied in all respects;

(vi) the Stockholder Approval shall have been obtained; and

(vii) all actions to be taken by Buyer in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Sellers.

Sellers may waive any condition specified in this §7(b) if they execute a writing so stating at or prior to the Closing.

**§8. Survival and Termination.**

(a) *Survival of Representations and Warranties.*

None of the representations and warranties of Buyer and Sellers contained in this Agreement shall survive the Closing.

(b) *Termination of Agreement.*

Subject to §9(k) below, certain of the Parties may terminate this Agreement as provided below:

(i) Buyer and Sellers may terminate this Agreement by mutual written consent at any time prior to the Closing;

(ii) Buyer may terminate this Agreement by giving written notice to Sellers at any time prior to the Closing (A) subject to §8(b)(iv) and §8(b)(v) below, in the event either of Sellers have breached any representation, warranty, or covenant contained in this Agreement in any material respect, Buyer has notified Sellers of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach or (B) if the Closing shall not have occurred on or before the date that is the eight month anniversary of the date of this Agreement (unless the failure results primarily from Buyer itself breaching any representation, warranty, or covenant contained in this Agreement);

(iii) Sellers may terminate this Agreement by giving written notice to Buyer at any time prior to the Closing (A) in the event Buyer has breached any representation, warranty, or covenant contained in this Agreement in any material respect, Sellers have notified Buyer of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach or (B) if the Closing shall not have occurred on or before the date that is the eight month anniversary of the date of this Agreement (unless the failure results primarily from Sellers breaching any representation, warranty, or covenant contained in this Agreement);

(iv) Buyer may terminate this Agreement by giving written notice to Sellers if Sellers breach their obligations under §5(g) or §5(i) above; or

(v) Buyer may terminate this Agreement by giving written notice to Sellers if a majority of the Non-Affiliated Directors shall have failed to make or have withdrawn, or modified in a manner adverse to Buyer, their approval or recommendation of this Agreement or the transactions contemplated hereby, or shall have failed to reaffirm their approval or recommendation of this Agreement or the transactions contemplated hereby within five (5) business days after a request by Buyer to do so, or shall have approved or recommended an alternative Acquisition Proposal.



Table of Contents

(c) *Effect of Termination.*

If any Party terminates this Agreement pursuant to §8(b) above, all rights and obligations of the Parties hereunder shall terminate without any Liability of any Party to the other Party (except for any Liability of any Party then in breach and as set forth in §9(k) below). The provisions of this §8(c), §6(g), §6(h) and §9 shall survive any termination of this Agreement pursuant to this §8.

**§9. Miscellaneous.**

(a) *Press Releases and Public Announcements.*

No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party; *provided, however*, that any Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly traded securities (in which case the disclosing Party will use its reasonable best efforts to advise the other Party prior to making the disclosure).

(b) *No Third-Party Beneficiaries.*

Except as provided in §6(g) and §6(h) above, this Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(c) *Entire Agreement.*

This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(d) *Succession and Assignment.*

This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party; *provided however*, that Buyer may (i) assign any or all of its rights and interests hereunder to one or more of its Affiliates, (ii) designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases Buyer nonetheless shall remain responsible for the performance of all of its obligations hereunder), or (iii) assign its rights and benefits under this Agreement to its lender as collateral for such its obligations to such lender and Sellers agree to execute a consent and agreement to such assignment in a form reasonably satisfactory to Sellers.

(e) *Counterparts.*

This Agreement may be executed in two or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(f) *Headings.*

The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.



Table of Contents

(g)

*Notices.*

All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) one business day after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) one business day after being sent to the recipient by facsimile transmission or electronic mail, or (iv) four business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

*If to Sellers:*

Tidel Technologies, Inc.  
2900 Wilcrest Drive, Suite 205  
Houston, Texas 77042  
Facsimile Number:  
Attn: Chief Executive Officer

*Copy to:*

Olshan Grundman Frome Rosenzweig & Wolosky LLP  
Park Avenue Tower  
65 East 55<sup>th</sup> Street  
New York, New York 10022  
Facsimile Number: (212) 451-2222  
Attention: Adam Finerman, Esq.

*If to Buyer:*

Sentinel Operating, L.P.  
c/o LLG, LLC  
9423 Desert Willow Road  
Highlands Ranch, Colorado 80129  
Attn: Chief Financial Officer

*Copy to:*

Hensley Kim & Edgington, LLC  
1660 Lincoln Street, Suite 3050  
Denver, Colorado 80264  
Facsimile Number: (720) 377-0777  
Attention: John P.J. Kim, Esq.  
Darren R. Hensley Esq.

Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

Table of Contents

(h) *Governing Law.*

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(i) *Amendments and Waivers.*

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Sellers. Parent may consent to any such amendment at any time prior to the Closing with the prior authorization of its board of directors; *provided, however*, that any amendment effected after Parent's stockholders have approved this Agreement will be subject to the restrictions contained in the applicable provisions of the laws of the State of Delaware. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation, or breach of warranty or covenant.

(j) *Severability.*

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(k) *Expenses.*

(i) Except as otherwise provided herein, each of Buyer and Sellers shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. Without limiting the generality of the foregoing, all transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement shall be paid by Sellers when due, and Sellers shall, at their own expense, file all necessary Tax Returns and other documentation with respect to all such Taxes, fees and charges, and, if required by applicable law, the Parties will, and will cause their Affiliates to, join in the execution of any such Tax Returns and other documentation.

(ii) If a Parent Payment Event occurs, Parent shall pay \$400,000 to Buyer (by wire transfer of immediately available funds) no later than two (2) business days after the occurrence of such Parent Payment Event. Nothing contained in this §9(k)(ii) shall limit or preclude Buyer from pursuing any other available remedies it may have against Sellers.

(iii) Sellers acknowledge that the agreement contained in §9(k)(ii) above is an integral part of the transactions contemplated by this Agreement and that, without this agreement, Buyer would not enter into this Agreement. Accordingly, if Sellers fail to promptly pay the amount due pursuant to §9(k)(ii) above, Sellers shall also pay any costs and expenses incurred by Buyer in connection with a legal action to enforce this Agreement that results in a judgment against a Seller for such amount; *provided, however*, that if such legal action results in a judgment that neither Seller owes Buyer such amount, Buyer shall pay any costs and expenses incurred by Seller in connection with the defense of such legal action.

Table of Contents

(l) *Construction.*

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation. Nothing in the Disclosure Schedule shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Disclosure Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself). The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.

(m) *Incorporation of Exhibits and Schedules.*

The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

(n) *Specific Performance.*

Each Party acknowledges and agrees that the other Party would be damaged irreparably in the event any provision of this Agreement is not performed in accordance with its specific terms or otherwise breached, so that a Party shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in addition to any other remedy to which such Party may be entitled, at law or in equity. In particular, the Parties acknowledge that the business of Division is unique and recognize and affirm that in the event Sellers breach this Agreement, money damages would be inadequate and Buyer would have no adequate remedy at law, so that Buyer shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the other Parties' obligations hereunder not only by action for damages but also by action for specific performance, injunctive, and/or other equitable relief.

(o) *Submission to Jurisdiction.*

Each of the Parties submits to the jurisdiction of any state or federal court sitting in the State of Texas in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Any Party may make service on the other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in §9(g) above. Nothing in this §9(o), however, shall affect the right of any Party to serve legal process in any other manner permitted by law or in equity. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.



Table of Contents

(p)

*Tax Matters.*

(i) Sellers shall be responsible for the preparation and filing of all Tax Returns for Sellers for all periods as to which Tax Returns are due after the Closing Date (including the consolidated, unitary, and combined Tax Returns for Sellers that include the operations of Division for any period ending on or before the Closing Date). Sellers shall make all payments required with respect to any such Tax Return.

(ii) Buyer and Sellers agree to utilize, or cause their respective Affiliates to utilize, the standard procedure set forth in Rev. Proc. 2004-53 with respect to wage reporting.

(q)

*Tax Disclosure Authorization.*

Notwithstanding anything herein to the contrary, the Parties (and each Affiliate and Person acting on behalf of any Party) agree that each Party (and each employee, representative, and other agent of such Party) may disclose to any and all Persons, without limitation of any kind, the transaction's tax treatment and tax structure (as such terms are used in Code §§6011 and 6112 and regulations thereunder) contemplated by this agreement and all materials of any kind (including opinions or other tax analyses) provided to such Party or such Person relating to such tax treatment and tax structure, except to the extent necessary to comply with any applicable federal or state securities laws; *provided, however,* that such disclosure may not be made until the earlier of date of (A) public announcement of discussions relating to the transaction, (B) public announcement of the transaction, or (C) execution of an agreement to enter into the transaction. This authorization is not intended to permit disclosure of any other information including (without limitation) (A) any portion of any materials to the extent not related to the transaction's tax treatment or tax structure, (B) the identities of participants or potential participants, (C) the existence or status of any negotiations, (D) any pricing or financial information (except to the extent such pricing or financial information is related to the transaction's tax treatment or tax structure), or (E) any other term or detail not relevant to the transaction's tax treatment or the tax structure.

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Table of Contents

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on as of the date first above written.

SENTINEL OPERATING, L.P.

By: Sentinel Cash Systems, L.L.C.  
Its: General Partner

By: /s/ Raymond P. Landry  
Raymond P. Landry  
President

TIDEL TECHNOLOGIES, INC.

By: /s/ Jerrell G. Clay  
Name: Jerrell G. Clay  
Title: Director

TIDEL ENGINEERING, L.P.

By: Tidel Cash Systems, Inc.  
Its: Managing General Partner

By: /s/ Leonard Carr  
Name: Leonard Carr  
Title: Vice President & Secretary



Table of Contents

**Annex B**

**Capitalink, L.C.**

One Alhambra Plaza  
Suite 1410  
Coral Gables, Florida 33134

Phone 305-446-2026  
Fax 305-446-2926  
www.capitalinklc.com

December 30, 2005

Independent Committee of the  
Board of Directors  
Tidel Technologies, Inc.  
299 Wilcrest Drive  
Suite 205  
Houston, TX 77042

Gentlemen:

We have been advised that, pursuant to the Asset Purchase Agreement (the "Agreement") to be entered into by and among S Engineering, L.P. (the "Buyer"), Tidel Technologies, Inc. (the "Company") and Tidel Engineering, L.P. ("Tidel Engineering"), the Buyer will acquire substantially all of the operating assets, excluding cash, and certain of the liabilities of Tidel Engineering's Cash Security Division for \$17.5 million in cash, plus certain adjustments at closing (the "Purchase Price"). The transaction described above is hereinafter, the "Transaction".

The Buyer is a newly formed company owned by a group of investors including Mark K. Levenick, Raymond P. Landry, and Jeff Galgano. Laurus Master Fund, Ltd. ("Laurus") is a lender to the Company and holds convertible debt and warrants to purchase the Company's shares of common stock, some of which, we understand, will be converted and exercised in exchange for the Company's common stock; Mr. Levenick is a shareholder and the current President and Chief Executive Officer of the Company; and Mr. Landry is a shareholder and a director of the Company. The Company's shareholders other than Laurus and Messrs. Levenick and Landry are hereinafter, the "Unaffiliated Shareholders".

We have been retained to render an opinion as to whether, on the date of such opinion, the Purchase Price is fair, from a financial point of view, to the Unaffiliated Shareholders.

We have not been requested to opine as to, and the opinion does not in any manner address, the relative merits of the Transaction as compared to any alternative business strategy that might exist for the Company, the decision on whether the Company should complete the Transaction, or other alternatives to the Transaction that might exist for the

Company. The amount of the Purchase Price was determined pursuant to negotiations between the Company, the Buyer and their respective advisors, and not pursuant to recommendations of Capitalink.

B - 1

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Table of Contents

Independent Committee of the Board of Directors  
Tidel Technologies, Inc.  
December 30, 2005  
Page 2

In arriving at our opinion, we took into account an assessment of general economic, market and financial conditions as well as our experience in connection with similar transactions and securities valuations generally and, among other things:

Reviewed the Agreement.

- Reviewed publicly available financial information and other data with respect to the Company, including the Annual Report on Form 10-K (and amendments thereto) for the year ended September 30, 2004, the Quarterly Report on Form 10-Q for the nine months ended June 30, 2005, the Proxy Statement on Schedule 14A filed November 30, 2005, and the Current Report on Form 8-K filed November 30, 2005.
- Reviewed non-public information and other data with respect to the Company, including various internal financial management reports.

Reviewed the range of Purchase Price.

- Considered the historical financial results and present financial condition of the Cash Security Division.
- Reviewed and analyzed the Cash Security Division's projected unlevered free cash flows and prepared a discounted cash flow analysis.
- Reviewed and analyzed certain financial characteristics of publicly-traded companies that were deemed to have characteristics comparable to the Cash Security Division.
- Reviewed and analyzed certain financial characteristics of target companies in transactions where such target company was deemed to have characteristics comparable to that of the Cash Security Division.
  - Reviewed the Cash Security Division's projected future cash flows and prepared a leveraged buyout analysis.
- Reviewed an analysis prepared by Stifel, Nicolaus & Company, Incorporated regarding the marketing of the Cash Security Division for sale, including bids received;
- Reviewed and discussed with representatives of the Company certain financial and operating information furnished by them, including financial analyses with respect to the Company's business and operations.
  - Performed such other analyses and examinations as were deemed appropriate.

In arriving at our opinion, we have relied upon and assumed the accuracy and completeness of all of the financial and other information that was used by us without assuming any responsibility for any independent verification of any such information and we have further relied upon the assurances of Company management that they are not aware of any facts or circumstances that would make any such information inaccurate or misleading. With respect to the financial information utilized, we assumed that such information has been reasonably prepared on a basis reflecting the best currently available estimates and judgments, and that such information provides a reasonable basis upon which we could make our analysis and form an opinion. We have not made a physical inspection of the properties and facilities of the Company and have not made or obtained any evaluations or appraisals of the assets or liabilities (contingent or otherwise) of the Company or the Cash Security Division. We have not attempted to confirm whether the Company or the Cash Security Division have good title to their respective assets.

Table of Contents

Independent Committee of the Board of Directors  
Tidel Technologies, Inc.  
December 30, 2005  
Page 3

We assumed that the Transaction will be consummated in a manner that complies in all respects with the applicable provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and all other applicable federal and state statutes, rules and regulations. We assumed that the Transaction will be consummated substantially in accordance with the terms set forth in the Agreement, without any further amendments thereto, and that any amendments, revisions or waivers thereto will not be detrimental to the Unaffiliated Shareholders.

Our analysis and opinion are necessarily based upon market, economic and other conditions, as they exist on, and could be evaluated as of December 29, 2005. Accordingly, although subsequent developments may affect our opinion, we do not assume any obligation to update, review or reaffirm our opinion.

Our opinion is for the use and benefit of the Company's Independent Committee of the Board of Directors in connection with its consideration of the Transaction and is not intended to be and does not constitute a recommendation to any shareholder of the Company whether such shareholder should take any action, if required, such as voting on any matter, in connection with the Transaction. Capitalink does not express any opinion as to the future performance of the Company or the Cash Security Division or the price at which the Company's common stock would trade at any time in the future.

Based upon and subject to the foregoing, it is our opinion that, as of the date of this letter, the Purchase Price is fair, from a financial point of view, to the Unaffiliated Shareholders.

In connection with our services, we have previously received a retainer and will receive the balance of our fee upon the rendering of this opinion. Neither Capitalink nor its principals beneficially own any interest in the Company. Capitalink has not provided any other services to the Company and Capitalink's fee for providing the fairness opinion is not contingent on the completion of the Transaction. In addition, the Company has agreed to indemnify us for certain liabilities that may arise out of the rendering this opinion.

Our opinion is for the use and benefit of the Independent Committee of the Board of Directors and is rendered in connection with its consideration of the Transaction and may not be used by the Company for any other purpose or reproduced, disseminated (except that a copy of this opinion may be delivered to Laurus), quoted or referred to by the Company at any time, in any manner or for any purpose, without the prior written consent of Capitalink, except that this opinion may be reproduced in full in, and references to the opinion and to Capitalink and its relationship with the Company may be included in filings made by the Company with the Securities and Exchange Commission, if required by Securities and Exchange Commission rules, and in any proxy statement or similar disclosure document disseminated to shareholders if required by the Securities and Exchange Commission rules.

Very truly yours,

/s/ Capitalink, L.C.

B - 3

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**Certificate of Amendment**  
**of**  
**Certificate of Incorporation**  
**of**  
**TIDEL TECHNOLOGIES, INC.**

Under Section 242 of the General Corporation Law

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It is hereby certified that:

1. The name of the corporation is Tidel Technologies, Inc. (the “corporation”).
2. The amendment of the certificate of incorporation effected by this certificate of amendment is to change the name of the corporation.
3. To accomplish the foregoing amendment, the certificate of incorporation of the corporation is hereby amended by striking out Article 1 thereof and by substituting in lieu of said Article the following new Article 1:

“The name of the corporation (hereinafter sometimes called the “corporation”) is [\_\_\_\_\_], Inc.”

4. The amendment of the certificate of incorporation herein certified has been duly adopted in accordance with the provisions of Section 211 and 242 of the General Corporation Law of the State of Delaware.

Signed and acknowledged on \_\_\_\_\_, 2006.

TIDEL TECHNOLOGIES, INC.

By:

ATTEST:

Leonard L. Carr, Jr.  
Secretary

C - 1

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Table of Contents

**PLEASE REFER TO THE REVERSE SIDE FOR TELEPHONE AND  
INTERNET VOTING INSTRUCTIONS**

**TIDEL TECHNOLOGIES, INC.  
2900 Wilcrest Drive, Suite 205  
Houston, Texas 77042**

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**This Proxy is Solicited on Behalf of the Board of Directors**

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The undersigned hereby appoints Robert D. Peltier and Leonard L. Carr as proxies, each with the power to appoint his substitute, and hereby authorizes them, and each of them acting singly, to represent and vote for and on behalf of the undersigned, as designated below, all the shares of Common Stock of Tidel Technologies, Inc., or the Company, held of record by the undersigned on January 13, 2006 which the undersigned may be entitled to vote on all matters properly coming before the special meeting of stockholders to be held on \_\_\_\_\_, \_\_\_\_\_, 2006, or any adjournment or postponement thereof, as set forth in the related Notice of Special Meeting of Stockholders and Proxy Statement, both of which have been received by the undersigned.

**YOUR BOARD OF DIRECTORS RECOMMENDS A VOTE “FOR” PROPOSALS 1, 2 & 3.**

Please specify your vote by checking the box to the left of your choice for the proposal.

1. To approve the sale of substantially all of the assets of the Company’s cash security systems business, consisting of (a) timed access cash controllers (b) the Sentinel products, (c) the servicing, maintenance and repair of the timed access cash controllers or Sentinel products and (d) all other assets and business operations associated with the foregoing, pursuant to the asset purchase agreement, dated as of January 12, 2006, by and between the Company, Tidel Engineering, L.P. and Sentinel Operating, L.P., as the same may be amended, and the transactions contemplated thereby:

FOR                       AGAINST                       ABSTAIN

2. To approve the filing of the certificate of amendment to the Company’s certificate of incorporation to change the Company’s name from “Tidel Technologies, Inc.” to “[\_\_\_\_\_], Inc.” (or, if that name is unavailable, to “[\_\_\_\_\_], Inc.”):

FOR                       AGAINST                       ABSTAIN

3. To approve adjournments of the special meeting if deemed necessary to facilitate the approval of the sale of substantially all of the assets of the Company’s cash security business and the name change amendment to the Company’s certificate of incorporation, including to permit the solicitation of additional proxies if there are not sufficient votes at the time of the special meeting to establish a quorum or to approve the sale of the Company’s cash security business and the name change amendment to the Company’s certificate of incorporation:



Table of Contents

FOR                       AGAINST                       ABSTAIN

This proxy, when properly executed, will be voted in the manner directed by the undersigned stockholder. If no direction is made, this proxy will be voted FOR the proposals.

**PLEASE MARK, SIGN, DATE AND RETURN THE PROXY CARD PROMPTLY USING THE ENCLOSED ENVELOPE.**

Please sign exactly as your name appears below. When shares are held by joint tenants, both should sign. When signing as attorney, executor, administrator, trustee or guardian, please give full title as such. If a corporation, please sign in full corporate name by the President or other authorized officer. If a partnership, please sign in partnership name by authorized person.

Signature

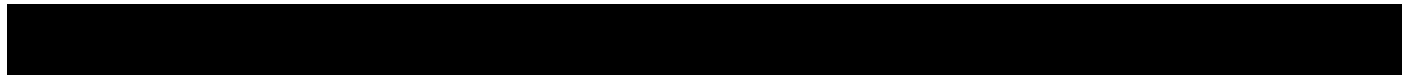
Signature if held jointly

Dated: \_\_\_\_\_, 2006

**TELEPHONE AND INTERNET VOTING INSTRUCTIONS**

**You can vote by telephone OR Internet! Available 24 hours a day 7 days a week!**

Instead of mailing your proxy, you may choose one of the two voting methods outlined below to vote your proxy.



Call toll free 1-866-731-VOTE (8683) in the United States or Canada any time on a touch tone telephone. There is NO CHARGE to you for the call.

Go to the following web site:

[WWW.COMPUTERSHARE.COM/US/PROXY](http://WWW.COMPUTERSHARE.COM/US/PROXY)

Follow the simple instructions provided by the recorded message.

Enter the information requested on your computer screen and following the simple instructions

If you vote by telephone or the internet, please DO NOT mail back this proxy card.

Proxies submitted by telephone or the Internet must be received by 1:00 a.m., Central Time, on \_\_\_\_\_, 2006.

THANK YOU FOR VOTING