

SETTLEMENT AGREEMENT

THIS AGREEMENT dated as of January 31, 2011 is made between 6356095 Canada Inc. (formerly known as Excapsa Software Inc.) ("Excapsa"), XMT Liquidations Inc., in its capacity as the court-appointed liquidator of Excapsa (the "Liquidator"), Blast Off Limited ("Blast Off"), Tokwiro Enterprises Enrg, Game Theory Services Limited, Meown III Limited, Game Theory Limited ("GTL"), Game Theory Holdings Limited, Game Theory Services Limited, Chessington Enterprises Inc., Joseph Tokwiro Norton, Blanca Games Inc. ("Blanca"), Buena Vida Jupiter BVJ Sociedad Anonima, Absolute Tokwiro Enterprises (Antigua) Inc., Ultimate Tokwiro Enterprises (Antigua) Inc., Absolute Entertainment S.A., and Momentum Technologies, Inc.

WHEREAS:

Blast Off is indebted to Excapsa pursuant to two promissory notes dated June 30, 2009 in the original principal amounts of US \$41,900,000 and US \$64,469,257, respectively, (collectively the "Promissory Notes").

Excapsa has agreed to sell, assign and transfer the Promissory Notes and the related security to Blanca upon and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the payments and mutual agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** In this Agreement, the following terms have the following meanings, respectively:

- (a) "affiliate" and "associate" have the respective meanings assigned to those terms in the Canada Business Corporations Act, as amended or re-enacted from time to time;
- (b) "AP Gaming Business" means the business and operations of the absolute poker websites and any related or affiliated websites and the poker and gaming networks relating to such websites including the Cereus Poker Network and, without limitation, includes all property, assets, rights, interests and undertakings now owned or hereafter acquired by the Blanca Group and used in the operation of such websites such as, but not limited to, computer and related hardware and other tangible personal property, all domain names, brands, logos and trademarks, all customers, customer lists and customer databases, all player deposits, cash and accounts receivable, all intellectual property and intellectual property rights including patents, copyrights, software program source codes, inventions, know-how, processes, ideas, trade secrets and documentation, all marketing information and advertising materials, all information systems, any other

intangible property, all permits, license and government agreements, and all files, books and other records relating to the foregoing;

- (c) "Aspacxe" means Aspacxe Holdings Inc., a British Virgin Islands corporation;
- (d) "Avoine Group" means Avoine-Service de Consultadoria E Marketing, Lda, a Madeira private limited company and its affiliates, associates and related entities; for certainty, the Avoine Group does not and shall not include the members of the Blanca Group;
- (e) "Blanca Group" means Blanca, Buena Vida Jupiter BVJ Sociedad Anonima, Absolute Tokwiro Enterprises (Antigua) Inc., Ultimate Tokwiro Enterprises (Antigua) Inc., Absolute Entertainment S.A., , Momentum Technologies, Inc. and their respective affiliates, associates and related entities;
- (f) "Buyer" means the buyer or buyers pursuant to the Sale Transactions;
- (g) "Copyright Assignment" means the copyright assignment dated November 4, 2008 between GTL, as assignor, and Aspacxe, as assignee as amended by an addendum to copyright assignment and quit claim between such parties dated November 15, 2009;
- (h) "DNSA" means the domain names security agreement dated February 27, 2009 between GTL and Excapsa, as amended;
- (i) "Excapsa Assets" means the Promissory Notes and the related security including, without limitation, Excapsa's interest in the DNSA, and any rights of any nature that Excapsa has in the Gaming Business except the rights provided in or preserved by this Agreement;
- (j) "Excapsa Group" means Excapsa, the Liquidator, Aspacxe, WSBG LLP and their respective shareholders and partners and their respective current and former directors, officers, inspectors and employees;
- (k) "Excluded Assets" means: (i) the absolute poker domain name; (ii) the domain names, brands, logos and trademarks used exclusively in connection with the AP Gaming Business; (iii) the Cereus Poker Network gaming platform and all software other than the Software; and (iv) the customer database and relationships relating solely and exclusively to the AP Gaming Business;
- (l) "Existing Agreements" means the Promissory Notes, the DNSA and the other agreements, instruments and documents listed in Schedule "A" annexed hereto;
- (m) "Gaming Business" means all or any part of, or any direct or indirect interest in, the UB Gaming Business and the AP Gaming Business;

- (n) "Internal Business Purposes" has the meaning assigned to that term in the Copyright Assignment;
- (o) "Outside Date" means March 31, 2013 or the second anniversary of the date on which the Settlement Amount is paid in full to Excapsa, whichever is later;
- (p) "Person" means an individual, partnership, corporation, trust, unincorporated association, joint venture, governmental agency or other entity;
- (q) "Sale Transaction" means the sale, directly or indirectly, of the Gaming Business by any one or more members of the Blanca Group to any other Person pursuant to a transaction in any form including, without limitation, a sale, lease or exchange of assets, a sale or exchange of shares or other securities, an amalgamation, merger or consolidation or any other business combination;
- (r) "Software" has the meaning assigned to that term in the Copyright Assignment and, for certainty, includes all updates, upgrades, releases, enhancements, amendments, modifications and improvements of or to the Software;
- (s) "Tokwiro Group" means Blast Off, Tokwiro Enterprises Enrg, Joseph Tokwiro Norton, GTL, Game Theory Holdings Limited, Game Theory Services Limited, Meown III Limited, Chessington Enterprises Inc. and their respective affiliates, associates and related entities;
- (t) "UB Gaming Business" means the business and operations of the ub.com and ultimatebet.com websites and all related or affiliated websites (excluding the Excluded Assets) and, without limitation, including all property, assets, rights, interests and undertakings now owned or hereafter acquired by the Blanca Group and used in the operation of such websites such as, but not limited to, computer and related hardware and other tangible personal property, all domain names, brands, logos and trademarks, all customers, customer lists and customer databases, all player deposits, cash and accounts receivable, all intellectual property and intellectual property rights including patents, trademarks, copyrights, software program source codes, inventions, know-how, processes, ideas and trade secrets and documentation, all marketing information and advertising materials, all information systems, any other intangible property, all permits, license and government agreements, and all files, books and other records relating to the foregoing.

2. Sale of Promissory Notes and Security.

(a) Subject to the terms of this Agreement, Excapsa hereby sells, assigns and transfers the Excapsa Assets to Blanca in consideration of the payment of the sum of US \$2 million in aggregate (the "Settlement Amount").

(b) The Settlement Amount shall be paid by wire transfer of immediately available funds to or to the order of the Liquidator as follows:

(i) US \$1 million upon the execution of this Agreement; and

(ii) US \$1 million on or before March 31, 2011.

(c) For certainty, the sale, assignment and transfer of the Excapsa Assets to Blanca shall only become effective and operative upon the payment in full of the Settlement Amount and title to the Excapsa Assets shall not pass to Blanca until such payment in full of the Settlement Amount. In the event that Blanca fails to pay the balance of the Settlement Amount on or before March 31, 2011, Excapsa and the Liquidator shall be free to exercise all rights and remedies pursuant to the Existing Agreements in accordance with the terms thereof and, to the extent applicable, all such rights and remedies are hereby reserved.

(d) The assignment of the Excapsa Assets hereunder is made without any representation, warranty or assurance whatsoever, whether express, implied or otherwise arising, and more particularly without any warranty as to the formal or substantive validity, perfection or ability to oppose any security instrument. Blanca acknowledges that it has received a copy of all of the Excapsa Assets and hereby accepts, as of the date hereof, the assignment of the Excapsa Assets as set forth herein without any representation, warranty or assurance whatsoever, whether express, implied or otherwise arising. Blanca acknowledges and agrees that Excapsa shall have no obligation whatsoever to obtain the consent or approval of any other person or entity to the assignment and transfer of the Excapsa Assets hereunder (the "Third Party Consents"). Blanca acknowledges and agrees that it shall be solely responsible for obtaining any Third Party Consents and hereby agrees to indemnify and save Excapsa harmless from and against any and all liabilities, costs, damages or deficiencies which may be suffered or incurred by Excapsa as a result of the failure to obtain any Third Party Consents in connection herewith. Blanca declares that: (i) it has conducted inspection and due diligence of the Excapsa Assets to its full satisfaction; (ii) it accepts this assignment without warranty of any kind or nature as herein set forth at its own risk and peril.

3. Additional Payments to Excapsa.

(a) In the event that a Sale Transaction occurs on or before the Outside Date, the Blanca Group shall pay Excapsa, as additional consideration for the Excapsa Assets, the following escalating percentages of the "Net Purchase Price" (as defined below):

NET PURCHASE PRICE	PERCENTAGE PAYABLE TO EXCAPSA
Up to US \$25,000,000	8%
US \$25,000,001 to US \$50,000,000	10%
US \$50,000,001 to US \$75,000,000	12%
US \$75,000,001 to US \$100,000,000	14%
US \$100,000,001 to US \$125,000,000	16%
Greater than US \$125,000,000	20%

(each an "Additional Payment" and collectively the "Additional Payments"). For certainty: (i) if any one or more of the Blanca Group enters into a binding agreement relating to a Sale Transaction on or before the Outside Date, Excapsa shall be entitled to an Additional Payment in respect of such Sale Transaction if it is completed, with or without amendment, on or before September 30, 2013; and (ii) if there is more than one Sale Transaction on or before the Outside Date, Excapsa shall be entitled to an Additional Payment in respect of the cumulative total Net Purchase Price from all such Sale Transactions and any previous Additional Payment shall be recalculated and adjusted as necessary in accordance with the above payment grid (by way of illustration, if there are two Sale Transactions at a Net Purchase Price of \$30 million each, Excapsa shall be entitled to Additional Payments totalling \$7.2 million (being 12% of \$60 million) and any previous Additional Payment shall be re-calculated and adjusted accordingly).

(b) For the purposes of this Agreement, "Net Purchase Price" means 50% of the cumulative total consideration (in whatever form including non-cash consideration) received or receivable by or on behalf of the members of any one or more of the Blanca Group, their securityholders or other sellers pursuant to or in connection with all Sale Transactions less current liabilities assumed or funded by the Buyer (but only to the extent not offset by current assets transferred to the Buyer) and less reasonable transaction costs incurred by the Blanca Group, its securityholders or other sellers in connection with the Sale Transactions, but otherwise without deduction; for certainty, in calculating the Net Purchase Price pursuant to or in connection with any Sale Transaction, there shall be no deduction for any loans, borrowings and other indebtedness to lenders, shareholders, principals and others assumed, funded or refinanced by or on behalf of the Buyer pursuant or in connection to the Sale Transactions and, without limitation, there shall be no deduction for any debt now or hereafter owing to the members of the Tokwiro Group or the Avoine Group. Excapsa will be entitled to an Additional Payment in respect of any Sale Transactions regardless of the subject matter thereof on the basis that 50% of the cumulative total consideration will be included in the calculation pursuant to the above payment grid and the other 50%

will not (ie. Excapsa will be entitled to a payment out of 50% of the cumulative total consideration of any transaction involving any part of, or direct or indirect interest in, the Gaming Business). Excapsa and the Blanca Group shall, through good faith and reasonable negotiations, agree upon the equivalent value of any non-cash consideration payable pursuant to the Sale Transactions using criteria appropriate in the circumstances such as the market price of any publicly traded securities included in the Net Purchase Price.

(c) The Blanca Group shall provide Excapsa and the Liquidator with not less than 10 days' prior written notice of any pending Sale Transaction, which notice shall include the name and full contact information for the Buyer and reasonable particulars of the Sale Transaction sufficient to enable the parties to calculate the Additional Payment due to Excapsa in respect thereof. The parties shall, within such notice period, calculate the Additional Payment to be made to Excapsa in respect thereof in accordance with the grid set forth in Section 3(a) above.

(d) Each Additional Payment due to Excapsa pursuant to this Section 3 (plus any underpayment on account of any previous Additional Payment) shall be paid in full concurrent with and at the time of the closing of the applicable Sale Transaction by wire transfer by or on behalf of Blanca of immediately available funds to or to the order of the Liquidator. Each Additional Payment shall be calculated and paid in US dollars.

(e) The members of the Blanca Group shall be jointly and severally liable for the Additional Payments due to Excapsa hereunder. As general and continuing collateral security for the due and punctual payment of the Settlement Amount and the Additional Payments, each member of the Blanca Group hereby grants a security interest to Excapsa in all of its present and after-acquired property, assets, rights, interests and undertaking and the proceeds thereof and therefrom including, without limitation, the interest of each member of the Blanca Group in and to the Gaming Business, provided that the foregoing security interest shall not attach to the Excluded Assets. In the event that the members of the Blanca Group fail to pay any Additional Payment on the due date thereof, Excapsa shall be entitled to exercise any and all rights and remedies available at law or in equity. The members of the Blanca Group hereby authorize Excapsa and the Liquidator to register, file and record this Agreement, or notice of this Agreement, at all proper offices where, in the sole discretion of Excapsa and the Liquidator, registration, filing, recordation or notice may be necessary or advantageous to create, perfect, preserve or protect the security interests granted herein.

4. Representations and Warranties of the Tokwiro Group. The members of the Tokwiro Group hereby jointly and severally represent and warrant to Excapsa that:

- (a) the entire right, title and interest, direct and indirect, of the members of the Tokwiro Group in and to the UB Gaming Business was sold, assigned and transferred to the Blanca Group effective August 26, 2010; and
- (b) GTL has not sold, assigned or transferred, directly or indirectly, any interest in the Software to any Person and none of the members of the

Tokwiro Group (other than GTL) or the Blanca Group, or any Person claiming through the Tokwiro Group or the Blanca Group, has any direct or indirect interest of any nature or kind whatsoever in or to the Software.

5. **Representations and Warranties of the Blanca Group.** The members of the Blanca Group hereby jointly and severally represent and warrant to Excapsa that:

- (a) the Blanca Group acquired the Gaming Business from the Tokwiro Group on August 26, 2010, and no Person other than the members of the Blanca Group has any direct or indirect interest of any nature or kind whatsoever in or to the Gaming Business; and
- (b) the members of the Blanca Group are the sole and exclusive owners of the Gaming Business and no other Person has any interest, direct or indirect, therein or thereto.

6. **Transfer of Remaining Interest in the Software.** For the consideration set forth herein, GTL hereby irrevocably and unconditionally assigns, quit claims and transfers unto Aspacxe, its successors and assigns, all of Game Theory's remaining right, title and interest in and to the Software arising pursuant to the Copyright Assignment or otherwise and, without limiting the generality of the foregoing, GTL's right pursuant to the Copyright Assignment to use the Software for Internal Business Purposes is hereby terminated. The members of the Tokwiro Group and the Blanca Group shall immediately cease using the Software and all copies thereof, in object code, source code or other form, and de-install all copies of the Software from all hardware in the possession or under the control of the Tokwiro Group and its agents and service providers including, without limitation, Real Time Edge Software LLC. Further, within 10 days following the date of this Agreement, the Tokwiro Group shall deliver, or cause to be delivered, to Aspacxe the following items, including any such items in the possession or under the control of Real Time Edge Software LLC or any other agents and service providers of the Tokwiro Group: the source code and object code of the Software; all documentation and materials relating to or forming part of the Software; full details of all decryption keys related to the Software; and the technical design specification for the Software. Excapsa acknowledges having been advised by the Tokwiro Group and the Blanca Group that the Software is not the software currently being used as part of the Cereus Poker Network.

7. **Mutual Releases.** Upon the execution of this Agreement, the parties hereto will execute and deliver, and cause the other named signatories to execute and deliver, the mutual release in the form attached hereto as Schedule "B".

8. **Acknowledgment of the Avoine Group.** Concurrent with the execution of this Agreement: (a) the Tokwiro Group and the Blanca Group will cause the Avoine Group to execute a written instrument, in a form reasonably acceptable to Excapsa and the Liquidator, wherein the Avoine Group consents to and agrees to be bound by the provisions of Section 3 hereof; provided that Excapsa and the Liquidator acknowledge and agree that the Avoine Group shall not be directly liable for any payment to Excapsa pursuant to Section 3 hereof; and (b) the Blanca Group will cause any of its affiliates,

associates and related entities that have any direct or indirect interest of any nature or kind whatsoever in or to the Gaming Business to execute a written instrument, in a form reasonably acceptable to Excapsa and the Liquidator, wherein such parties acknowledge receipt of a copy of this Agreement and agree to be bound by the provisions hereof; provided that, if after using best efforts, the Blanca Group is unable to obtain written counterparts from any such members of the Blanca Group, the members of the Blanca Group who are parties to this Agreement or counterparties hereto shall jointly and severally agree to cause the non-signatories to observe and be bound by the provisions hereof.

9. **Miscellaneous.**

(a) **Governing Law and Attornment.** This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Without prejudice to the right of any party to commence any proceedings with respect to this Agreement in any other proper jurisdiction, all of the parties hereto hereby submit to the non-exclusive jurisdiction of the courts of competent jurisdiction located in the Province of Ontario for purposes of all legal proceedings arising out of or relating to this Agreement.

(b) **Assignment.** This Agreement may not be assigned by any party hereto without the prior consent of all of the other parties hereto evidenced in writing.

(c) **Entire Agreement.** This Agreement, together with the agreements and documents delivered pursuant to Sections 6, 7 and 8 hereof, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the subject matter hereof.

(d) **Further Assurances.** The parties hereto undertake to execute all documents and do all things reasonably necessary to give effect to this Agreement including, without limitation, any document necessary to give effect to Section 3 hereof.

(e) **Counterparts.** This Agreement may be executed in any number of counterparts by different parties hereto and separate counterparts, or by facsimile transmission or email, each of which when so executed and delivered shall be deemed an original, but all such counterparts, facsimile transmissions and emails together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first appearing above.

SIGNED, SEALED AND DELIVERED)


in the presence of:)

6356095 CANADA INC.,
by its Liquidator,
XMT LIQUIDATIONS INC.

Per: 
Name: Sheldon Krakower
Title: Director

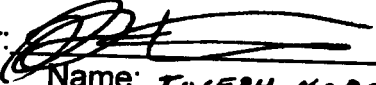
I/We have authority to bind the Corporation

BLAST OFF LIMITED

Per: 
Name: JOSEPH NORTON
Title: AUTHORIZED REPRESENTATIVE

I/We have authority to bind the Corporation

TOKWIRO ENTERPRISES ENRG

Per: 
Name: JOSEPH NORTON
Title: SOLE PROPRIETOR

GAME THEORY SERVICES LIMITED

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

MEOWN III LIMITED

Per: 
Name: JOSEPH NORTON
Title: DIRECTOR

I/We have authority to bind the Corporation


Witness

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first appearing above.

SIGNED, SEALED AND DELIVERED)

in the presence of:)

Sheldon Krakower

6356095 CANADA INC.,
by its Liquidator,
XMT LIQUIDATIONS INC.

Per: *[Signature]*
Name: Sheldon Krakower
Title: Director
I/We have authority to bind the Corporation

BLAST OFF LIMITED

Per: _____
Name:
Title:
I/We have authority to bind the Corporation

TOKWIRO ENTERPRISES ENRG

Per: _____
Name:
Title:

GAME THEORY SERVICES LIMITED

Per: *[Signature]*
Name: _____
Title: Director
I/We have authority to bind the Corporation

MOWN III LIMITED

Per: _____
Name:
Title:
I/We have authority to bind the Corporation

Witness

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first appearing above.

SIGNED, SEALED AND DELIVERED)

in the presence of:)

6356095 CANADA INC.,
by its Liquidator,
XMT LIQUIDATIONS INC.

Per: _____

Name: Sheldon Krakower
Title: Director

I/We have authority to bind the Corporation

BLAST OFF LIMITED

Per: _____

Name:
Title:

I/We have authority to bind the Corporation

TOKWIRO ENTERPRISES ENRG

Per: _____

Name:
Title:

Witness _____

GAME THEORY SERVICES LIMITED

Per: _____

Name: Arthur G. B. Thomas
Title: Director for & on behalf of CHIP
CONSULTANTS LIM

I/We have authority to bind the Corporation

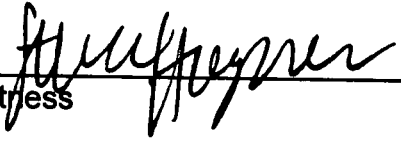
MEOwn III LIMITED

Per: _____


Name:
Title:

I/We have authority to bind the Corporation

Witness



CHESSINGTON ENTERPRISES INC.

Per: 
Name: JOSEPH NORTON
Title: DIRECTOR

I/We have authority to bind the Corporation


CHIEF JOSEPH TOKWIRO NORTON

BLANCA GAMES INC.

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

**BUENA VIDA JUPITER
BVJ SOCIEDAD ANONIMA**

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

**ABSOLUTE TOKWIRO
ENTERPRISES (ANTIGUA) INC.**

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

**ULTIMATE TOKWIRO
ENTERPRISES (ANTIGUA) INC.**

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

ABSOLUTE ENTERTAINMENT S.A.

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

SCHEDULE "A"

EXISTING AGREEMENTS

1. Stock Purchase Agreement dated as of October 12, 2006 between Excapsa Software Inc. (now known as 6356095 Canada Inc.) and Blast Off Limited.
2. Security Agreement dated as of October 12, 2006 between Excapsa Software Inc. (now known as 6356095 Canada Inc.), Blast Off Limited, Excapsa Services Inc., Game Theory Holdings Limited, Game Theory Services Limited and Game Theory Limited.
3. First Promissory Note dated as of June 30, 2009 issued by Blast Off Limited to and in favour of 6356095 Canada Inc.
4. Second Promissory Note dated as of June 30, 2009 issued by Blast Off Limited and in favour of 6356095 Canada Inc.
5. Addendum to Sale Documents dated as of October 12, 2006 between Blast Off Limited and Excapsa Software Inc. (now known as 6356095 Canada Inc.).
6. Amendment to Sale Documents dated as of September 22, 2008 between Blast Off Limited, Tokwiro Enterprises ENRG and 6356095 Canada Inc., as amended by the First Amendment to the Amendment to Sale Documents dated as of November 4, 2008 and the Second Amendment to the Amendment to Sale Documents dated as of June 30, 2009.
7. Copyright Assignment dated November 4, 2008 between Game Theory Limited and 6356095 Canada Inc. and Addendum to Copyright Assignment and Quit Claim dated November 1, 2009.
8. Release(s) dated as of October 12, 2006 executed by Blast Off Limited and another party in favour of Excapsa Software Inc. (now known as 6356095 Canada Inc.) and other named "Releasees".
9. Release dated as of November 4, 2008 executed in favour of 6356095 Canada Inc. and certain other named parties by Blast Off Limited, Tokwiro Enterprises ENRG, Game Theory Limited, Game Theory Holdings Limited, Game Theory Services Limited and Excapsa Services Inc.
10. Pledge of Shares Agreement dated February 27, 2009 between Meown III Limited, Excapsa Services Inc. and 6356095 Canada Inc. relating to the pledge of the outstanding shares of Game Theory Holdings Limited.
11. Pledge of Shares Agreement dated February 27, 2009 between Game Theory Holdings Limited, Game Theory Services Limited and 6356095 Canada Inc. relating to the pledge of the outstanding shares of Game Theory Limited.

12. Security Agreement dated October 12, 2006 given by Blast Off Limited in favour of Excapsa Software Inc. (now 6356095 Canada Inc.) relating to the pledge of the outstanding shares of Excapsa Services Inc.
13. Limited Recourse Guarantee and Indemnity Agreement dated February 27, 2009 given by Excapsa Services Inc. in favour of 6356095 Canada Inc.
14. Limited Recourse Guarantee and Indemnity Agreement dated February 27, 2009 given by Game Theory Holdings Limited in favour of 6356095 Canada Inc.
15. Limited Recourse Guarantee and Indemnity Agreement dated February 27, 2009 given by Game Theory Services Limited in favour of 6356095 Canada Inc.
16. Limited Recourse Guarantee and Indemnity Agreement dated February 27, 2009 given by Game Theory Limited in favour of 6356095 Canada Inc.
17. Domain Name Security Agreement dated February 27, 2009 between Game Theory Limited and 6356095 Canada Inc. relating to the granting of a security interest in favour of 6356095 Canada Inc. in and to various domain names including Ultimatebet.com, Ultimatebet.net, Ultimateblackjack.com and Ultimateblackjack.net.
18. Escrow Agreement dated April 17, 2009 between Ultimate Tokwiro Enterprises (Antigua) Inc. and 6356095 Canada Inc. relating to the escrowing of non-US resident customer list used in the operation of the Websites.
19. Counterpart to New Notes to be entered into between Meown III Limited, Blast Off Limited and 6356095 Canada Inc.
20. Confirmation and amending agreement dated as of June 30, 2009 between Blast Off Limited, Excapsa Services Inc., Game Theory Holdings Limited, Game Theory Services Limited and Game Theory Limited.
21. Letter Agreement dated August 5, 2010 between XMT Liquidations Inc. and Blast Off Limited et al relating to payments.

SCHEDULE "B"

RELEASE