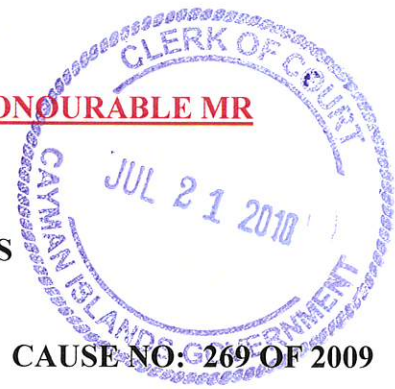


**AMENDED PURSUANT TO THE ORDER OF THE HONOURABLE MR
JUSTICE HENDERSON DATED 8 JULY 2010**

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. 269 OF 2009

B E T W E E N:

**TALISMAN CAPITAL ALTERNATIVE INVESTMENTS
FUND LTD.**



AND

SGC WORLDWIDE LTD.

Defendant

AMENDED WRIT OF SUMMONS

TO: SGC Worldwide Ltd.
c/o Rousseau & Cooper,
Mosko Building Trinity Place, Suite 6,
P.O. Box SS 19725, Nassau, Bahamas

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court office, P.O. Box 495, George Town, Grand Cayman KY1-1106, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 29th day of May 2009

Reissued this 21st day of July 2010

NOTE - This Writ may not be served later than 4 calendar months (*or, if leave is required to effect service out of the jurisdiction, 6 months*) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

AMENDED STATEMENT OF CLAIM

1. The Plaintiff is a duly incorporated British Virgin Islands business company carrying on the business of investing, with its registered offices located at P.O. Box 3460, Bison Court, Road Town, Tortola, British Virgin Islands.
2. The Defendant, SGC Worldwide Ltd. is a Bahamas international business company, with its registered offices at Rousseau & Cooper, Mosko Building Trinity Place, Suite 6, P.O. Box SS 19725, Nassau, Bahamas.

The Contract

3. On or about 22 March 2007, the Defendant and a non-party, Westford Special Situations Master Fund L.P., a Cayman Islands exempted limited partnership. (“Westford”) entered a contract entitled Master Financing and Security Agreement (the “Master Agreement”).
4. Under the terms of the Master Agreement, Westford had the right to “...without the consent of or notice to [the Defendant], to sell, transfer, assign, negotiate, or grand participation in all or any part of, or any interest in, [Westford’s] obligations, rights and benefits under...” the Master Agreement.
5. On or about 29 April 2008, Westford sold its position under the Master Agreement to Capital Strategies Fund Ltd. (“Capital”). Thereafter, on or about 5 June 2008, Capital sold its position under the Master Agreement to Surrey Muse (“Surrey”).
6. On or about 6 March 2009, Surrey sold its position under the Master Agreement to the Plaintiff and, consequently, the Plaintiff acquired all Surrey’s rights, benefits and position thereunder.
7. Clause 11 of the Master Agreement provides, *inter alia* that:

7.1 The law of the Cayman Islands shall govern all obligations created under the Master Agreement; and

7.2 Notwithstanding the agreed jurisdictional clause of the Master Agreement– which provides that the parties thereof shall submit to the exclusive jurisdiction of the courts of the Cayman Islands, the Master Agreement also provides that the Plaintiff shall have the sole discretionary right to bring any action or proceeding against the Defendant in the courts

of any other jurisdiction which the Plaintiff deems necessary or appropriate in order to enforce its rights against the Defendant or its property.

Relevant Contractual Terms

8. As part of the Master Agreement, the Defendant expressly agreed:
- 8.1 Pursuant to Clauses 2.1, 2.2, and 2.3, to repay each of a series of “term loans”, whereby funds were issued for the benefit of the Defendant, as evidenced by a series of promissory notes (the “Term Loans”);
- 8.2 To pay interest at the rate of 15% per annum on the principal sum of each of the Term Loans, with such interest being payable on March 31, June 30, September 30 and December 31 of each year that each of the Term Loans were outstanding;
- 8.3 That the proceeds of the Term Loans were to be used by the Defendant only for specified purposes (the “Use of Proceeds Clause”). In particular, the Use of Proceeds Clause of the Master Agreement provided that the Defendant was to use amounts resulting from the Term Loans for:
- (a) “Up to US\$3.0 million for a partial buyout of the GTECH Revenue Sharing Agreement for Guatemala;
 - (b) Up to US\$3.0 million to purchase shares of Supreme Ventures Ltd (“SVL”).
 - (c) Up to US\$2.0 million to purchase up to 17% of shares of Supreme Gaming Ltd. (“SGL”) issued to Remberto Merlano;
 - (d) Up to US\$4.0 million for distribution to the shareholder of Flying Fish Global Ltd., a British Virgin Islands company;
 - (e) Up to US\$750,000 as working capital for [Defendant’s] operations.”
- 8.4 That within 75 days after the last day of each quarter of the year, the Defendant would deliver copies of its quarterly balance sheets and income statements to the Plaintiff, and that within 120 days after the last day of the Defendant’s fiscal year, it would deliver copies of its consolidated financial

statements prepared in accordance with U.S. generally accepted accounting principles (the “Affirmative Covenants”);

- 8.5 That certain acts or omissions would constitute “Events of Default” under the Master Agreement, with some of those Events of Default giving the Plaintiff the right to immediately call for payment of all outstanding obligations under the Master Agreement (“Payment Default”) and certain other Events of Default giving the Plaintiff the right to demand a cure of the default within a specified period (“Covenant Default”);
 - 8.6 That if the Defendant was in Payment Default due to its failure to repay when due interest on the Term Loans, the Plaintiff had the contractual right to declare all obligations for principal and interest under the Master Agreement and the Term Loans immediately due and payable;
 - 8.7 Pursuant to Clause 8.2 of the Master Agreement, that any breach of the Affirmative Covenants, under the Master Agreement would constitute an Event of Default, such that the Plaintiff could, at its option, provide notice to the Defendant to cure the defect, and if the defect was not cured within 10 days, the Plaintiff could then declare all obligations for principal and interest under the Master Agreement and the Term Loans immediately due and payable.
 - 8.8 Pursuant to the same Clause 8.2, the Defendant further agreed that a breach of “... any other material term, provision, condition covenant or agreement...” would also constitute an Event of Default, affording the Plaintiff the same remedies as set out in paragraph 8.7 above.
9. On a true construction of the Master Agreement, the Use of Proceeds Clause is a material term, provision or agreement within the meaning of Clause 8.2 of the Master Agreement.

Default in Payment of Interest

10. The Defendant was obligated to pay US\$515,667 in interest between 31 December 2007 and 31 March 2008, and failed to do so.
11. In addition to the interest in the preceding paragraph, the Defendant was obligated to pay US\$2,385,776 in interest between 31 March 2008 and 26 May 2009, accruing at a daily rate of US\$5,666.67 over that period, and failed to do so.
12. As of 26 May 2009, the Defendant's total outstanding and unpaid interest obligation was US\$2,901,333.

Default in Payment of Principal

13. Pursuant to the terms of Master Agreement and by way of a Notice of Event of Default dated 27 March 2009, the Plaintiff required the Defendant repay the whole of the principal amount advanced under the Term Loans, amounting at that date to US\$13,600,000. Notice was also given that the Defendant must pay all accrued and outstanding interest through the date of payment thereof to the Plaintiff.
14. As of the date of the filing of this claim, the Defendant has not paid the principal sum due or any part of it, and is delinquent in interest payments on the Term Loans.

Breach of Covenant and Material Term

15. The Defendant breached the Use of Proceeds Clause by purchasing shares in a Jamaican company, Supreme Ventures Limited, with a margin account and using an unknown amount of the Term Loans as collateral for those shares, thereby impairing the security interest held by the Plaintiff.
16. In breach of the Affirmative Covenants, the Defendant has consistently failed to deliver any balance sheets, income statements and consolidated financial statements to the Plaintiff.

Costs and Interest under the Master Agreement

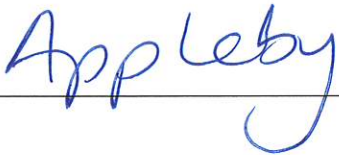
17. Pursuant to Clause 12.2 of the Master Agreement, the Defendant agreed to indemnify the Plaintiff for all attorneys' fees and expenses incurred in enforcing the Master Agreement and the Term Loans.
18. The Plaintiff is entitled to and hereby claims interest on any sums awarded to it pursuant to the enforcement of its rights under the Master Agreement, or alternatively, pursuant to section 34 of the *Judicature Law (2007 Revision)*, and regulations thereto, or alternatively, pursuant to the inherited jurisdiction of the Court, interest on such amount and at such rates as the Court deems fit.

WHEREFORE, the Plaintiff claims:

1. The principal sum owing, being US\$13,600,000;

2. Interest in the amount of US\$2,901,333 as at the date hereof and accruing hereafter at the contractually agreed rate of US\$5,666.67 per day, or alternatively, pursuant to statute, or alternatively, pursuant to the inherent jurisdiction of the Court at such rates and for such period as the Court deems fit;
3. Costs on a full indemnity basis pursuant to contract, or alternatively, costs pursuant to the inherent jurisdiction of the Court; and
4. Such further and other relief as this Honourable Court deems fit.

Dated the 29th day of May 2009



APPLEBY

THIS WRIT was issued by Appleby of Clifton House, 75 Fort Street, PO Box 190, George Town, Grand Cayman KY1-1104, Cayman Islands, Attorneys-at Law for the Plaintiffs (Ref. JW/MH/318305.0001).

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 0269/2009

B E T W E E N:

TALISMAN CAPITAL ALTERNATIVE INVESTMENT
FUND LTD.

Plaintiff

AND

SGC WORLDWIDE LTD.



Defendant

WRIT OF SUMMONS

TO: SGC Worldwide Ltd.
c/o Rousseau & Cooper,
Mosko Building Trinity Place, Suite 6,
P.O. Box SS 19725, Nassau, Bahamas

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If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this _____ day of May 2009

NOTE - This Writ may not be served later than 4 calendar months (*or, if leave is required to effect service out of the jurisdiction, 6 months*) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is a duly incorporated British Virgin Islands business company carrying on the business of investing, with its registered offices located at P.O. Box 3460, Bison Court, Road Town, Tortola, British Virgin Islands.
2. The Defendant, SGC Worldwide Ltd. is a Bahamas international business company, with its registered offices at Rousseau & Cooper, Mosko Building Trinity Place, Suite 6, P.O. Box SS 19725, Nassau, Bahamas.

The Contract

3. On or about 22 March 2007, the Defendant and a non-party, Westford Special Situations Master Fund L.P., a Cayman Islands exempted limited partnership. (“Westford”) entered a contract entitled Master Financing and Security Agreement (the “Master Agreement”).
4. Under the terms of the Master Agreement, Westford had the right to “...without the consent of or notice to [the Defendant], to sell, transfer, assign, negotiate, or grand participation in all or any part of, or any interest in, [Westford’s] obligations, rights and benefits under...” the Master Agreement.
5. On or about 29 April 2008, Westford sold its position under the Master Agreement to Capital Strategies Fund Ltd. (“Capital”). Thereafter, on or about 5 June 2008, Capital sold its position under the Master Agreement to Surrey Muse (“Surrey”).
6. On or about 6 March 2009, Surrey sold its position under the Master Agreement to the Plaintiff and, consequently, the Plaintiff acquired all Surrey’s rights, benefits and position thereunder.
7. Clause 11 of the Master Agreement provides, *inter alia* that:

7.1 The law of the Cayman Islands shall govern all obligations created under the Master Agreement; and

7.2 Notwithstanding the agreed jurisdictional clause of the Master Agreement– which provides that the parties thereof shall submit to the exclusive jurisdiction of the courts of the Cayman Islands, the Master Agreement also provides that the Plaintiff shall have the sole discretionary right to bring any action or proceeding against the Defendant in the courts

of any other jurisdiction which the Plaintiff deems necessary or appropriate in order to enforce its rights against the Defendant or its property.

Relevant Contractual Terms

8. As part of the Master Agreement, the Defendant expressly agreed:
- 8.1 Pursuant to Clauses 2.1, 2.2, and 2.3, to repay each of a series of “term loans”, whereby funds were issued for the benefit of the Defendant, as evidence by a series of promissory notes (the “Term Loans”);
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 - (a) “Up to US\$3.0 million for a partial buyout of the GTECH Revenue Sharing Agreement for Guatemala;
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 - (e) Up to US\$750,000 as working capital for [Defendant’s] operations.”
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 - 8.7 Pursuant to Clause 8.2 of the Master Agreement, that any breach of the Affirmative Covenants, under the Master Agreement would constitute an Event of Default, such that the Plaintiff could, at its option, provide notice to the Defendant to cure the defect, and if the defect was not cured within 10 days, the Plaintiff could then declare all obligations for principal and interest under the Master Agreement and the Term Loans immediately due and payable.
 - 8.8 Pursuant to the same Clause 8.2, the Defendant further agreed that a breach of "... any other material term, provision, condition covenant or agreement..." would also constitute an Event of Default, affording the Plaintiff the same remedies as set out in paragraph 8.7 above.
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Costs and Interest under the Master Agreement

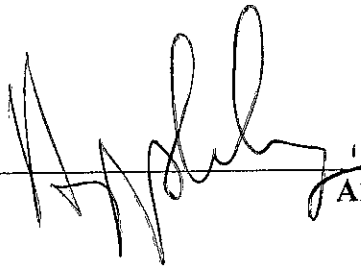
17. Pursuant to Clause 12.2 of the Master Agreement, the Defendant agreed to indemnify the Plaintiff for all attorneys' fees and expenses incurred in enforcing the Master Agreement and the Term Loans.
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WHEREFORE, the Plaintiff claims:

1. The principal sum owing, being US\$13,600,000;

2. Interest in the amount of US\$2,901,333 as at the date hereof and accruing hereafter at the contractually agreed rate of US\$5,666.67 per day, or alternatively, pursuant to statute, or alternatively, pursuant to the inherent jurisdiction of the Court at such rates and for such period as the Court deems fit;
3. Costs on a full indemnity basis pursuant to contract, or alternatively, costs pursuant to the inherent jurisdiction of the Court; and
4. Such further and other relief as this Honourable Court deems fit.

Dated the ²⁴24 day of May 2009



APPLEBY

THIS WRIT was issued by Appleby of Clifton House, 75 Fort Street, PO Box 190, George Town, Grand Cayman KY1-1104, Cayman Islands, Attorneys-at Law for the Plaintiffs (Ref. MAH/18305.001).

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2009

B E T W E E N:

TALISMAN CAPITAL ALTERNATIVE INVESTMENT
FUND LTD.

Plaintiff

AND

SGC WORLDWIDE LTD.

Defendant

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged:

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

YES

NO

-
3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

YES

Service of the Writ is acknowledged accordingly

Signed _____

Attorneys for Defendant

Address for service:

Please complete overleaf

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Endorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Murray A. Harris
Appleby
Attorneys-at-Law
Clifton House
75 Fort Street
P.O. Box 190 GT
George Town, Grand Cayman KY1-1104
Ref: MAH/18305.001

Endorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgement of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495 GT, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement of Service that he intends to contest the proceedings must also serve a Defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words of "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his Defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgement, but he must, within that time, issue a Summons for a Stay of Execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Write of Summons*)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a Limited Company the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.