

## INDENTURE UNDERTAKING

**TO: Gateway Casinos & Entertainment Limited (the "Issuer")**

**FROM: • (the "Recipient")**

**RE: 8.25% Second Priority Senior Secured Notes due 2024 (the "Notes")**

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Reference is made to the note indenture dated as of February 22, 2017 among Gateway Casinos & Entertainment Limited as the Issuer, the subsidiary guarantors thereto, Computershare Trust Company of Canada as Canadian Trustee and Collateral Agent and Computershare Trust Company, N.A., as U.S. Trustee (the "**Indenture**"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Indenture.

The undersigned has requested or is receiving financial or other information (the "**Confidential Information**") from the Issuer. In connection therewith, the undersigned hereby represents, warrants and covenants that:

- 1) it is a Noteholder, a Beneficial Owner of the Notes, a bona fide prospective investor, a securities analyst or a market maker;
- 2) it will not use the Confidential Information in violation of applicable securities laws or regulations;
- 3) it will not communicate the Confidential Information to any Person (other than communications of a confidential basis to accountants, attorneys and other professional advisors or any communications made pursuant to the order of any court or administrative agency in any pending legal or administrative proceeding, or otherwise as required by applicable law or compulsory legal process); and
- 4) it is not a Person (which includes such Person's Affiliates) that is a competitor of the Issuer (i) principally engaged in a Similar Business or (ii) which derives a significant portion of its revenues from operating a Similar Business.

Further, any Confidential information received from the Issuer shall be used by the Recipient solely in connection with the Recipient's review of an investment in the Notes and for no other purpose. The Recipient agrees that its obligations hereunder are fair and reasonable and accordingly will not dispute their enforceability in accordance with their terms in any manner whatsoever, including by any proceedings before any court, tribunal or other regulatory body. The Recipient acknowledges and agrees that a breach by it of any covenants or other obligations contained herein might cause the Issuer to sustain damage or injury for which the Issuer might not have an adequate remedy at law for monetary damages and which may cause irreparable harm. Accordingly, the Recipient agrees that in the

event of any such breach or apprehended breach, the Issuer shall be entitled to seek the remedy of specific performance of such covenants or obligations and preliminary and permanent injunctive relief and other equitable relief in addition to any other remedy to which it may be entitled. This undertaking shall be binding upon the undersigned and their respective successors and assigns, provided that the undersigned may not assign any of its rights or obligations hereunder unless such assignee agrees to be bound hereby as if it had been an initial party hereto. This undertaking shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

DATED this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

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Name:

Title: