

BENTLEY ASSOCIATES L. P.

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June 26th, 2014

Strictly Confidential

Florida Acquisition Corp LLC
c/o CLAIRVEST GROUP INC.
22 St. Clair Avenue East, Suite 1700
Toronto, Ontario, Canada, M4T 2S3

Attn: Jeff Parr

Dear Mr. Parr:

On behalf of Bentley Associates L.P. "Bentley" or "Advisor"), we wish to thank you for the opportunity to represent Florida Acquisition Corp LLC an entity promoted by Clairvest Group Inc. in connection with the Acquisition (as defined below) ("Bidco") in connection with the effort to (i) be awarded a gaming license by the New York State Gaming Commission for Region 2 as described in the Upstate New York State Gaming Economic Development Act of 2013 (the "Act") and construct a Gaming Resort for Region 2 as described in the Act (together, the "Gaming License"); and/ or (ii) make an investment in a recipient of a Gaming License. Regardless of the form or structure of a transaction (as further defined in Annex A hereto) the preceding sections (i) and (ii) are referred to as the "Acquisition."

This letter (the "Agreement") confirms the agreement between Bentley and Bidco under which Bentley is engaged as the exclusive financial advisor to Bidco in connection with the proposed Acquisition.

1. Services: Bentley accepts this exclusive engagement and agrees, to the extent requested by Bidco and appropriate in Bentley's judgment for the Acquisition, to exclusively:
 - (a) advise Bidco with respect to the form and structure of, and terms and Acquisition Price to be paid in, the potential Acquisition; and
 - (b) counsel Bidco as to strategy and tactics for negotiation relating to the potential Acquisition and participate in such negotiations.

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If Bentley is asked to provide other services not specifically contemplated above, then Bidco and Bentley shall enter into a separate or amending agreement covering such additional services to be rendered and any separate fee payable by Bidco with respect thereto.

Nothing contained herein shall constitute an assurance that any Acquisition will be completed.

2. Compensation: Provided Bentley continues to work exclusively with Bidco with respect to the Acquisition and does not receive fees from any other person in respect of the Acquisition, Bentley shall be entitled to the following compensation for its services; if an Acquisition is consummated during the following periods (or if an agreement for an Acquisition is entered into during the following periods which subsequently results in an Acquisition):

- (i) during the term of Bentley's engagement under this letter; or
- (ii) during the 24 months following termination or expiration of Bentley's engagement under this letter agreement and Advisor has not been engaged by any other party to perform services with respect to the Acquisition;

then upon consummation of the Acquisition, Bidco shall pay Bentley a transaction fee (the "Transaction Fee") in United States dollars equal to 2.0% of the Acquisition Price (as defined in Annex A) paid in such Acquisition, up to a maximum of \$1,500,000.

The Transaction Fee shall be payable in cash on the Acquisition Date; provided, however, if any part of the Acquisition Price consists of contingent or deferred payments (the "Deferred Payments"), then any portion of Bentley's fees payable hereunder relating to the Deferred Payments shall be paid with the same schedule of payments as the Deferred Payments, but in any case no longer than 24 months.

3. Expenses: In addition to the fees payable to Bentley, commencing on March 3, 2014 and ending on the termination of this letter, Bidco shall reimburse Bentley, upon request, for its reasonable out-of-pocket expenses (including reasonable fees and expenses of its legal counsel) incurred in connection with Bentley's engagement provided that the nature and scope of the fees are agreed to in advance by Bidco. Upon termination of this letter agreement, Bidco agrees to pay promptly in cash any unreimbursed expenses that have accrued as of such date. Upon execution of this Agreement, Bidco shall pay to Bentley \$5,000 as an initial deposit towards reimbursement of such expenses, which amount shall be replenished by Bidco upon Bentley's request to the extent such amount has been used for expenses previously

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incurred by Bentley. Upon termination of this engagement, Bentley shall return to Bidco any unused portion of such amount.

4. Term: Bentley's engagement shall commence on the date of execution of this letter by Bidco and shall be terminated on the date that is the earlier of (i) the final Transaction Fee Payment or (ii) at any time after April 8, 2016. Notwithstanding termination of Bentley's engagement, Sections 2 through 6 and Sections 9 through 14 shall survive and remain in effect only to the extent that Bentley does not represent any other party regarding an Acquisition during any relevant period.
5. Bidco Information: Bidco shall furnish all information reasonably requested by Bentley for the purpose of rendering services hereunder except when the provision of such information would be contrary to confidentiality obligations of Bidco (the "Information"). Bidco recognizes and confirms that Bentley (i) will use and rely on the Information and on other information available from generally recognized public sources in performing the services contemplated by this letter without any obligation to independently verify the Information or such other information; (ii) will not assume responsibility for the accuracy or completeness of the Information or such other information; and (iii) will not make an appraisal of any of the assets or liabilities of Bidco or any other entity. To the best of Bidco's knowledge, the Information will be true and correct in all material respects and will not contain any material misstatement of a fact or omit to state any material fact necessary to make the statements contained therein not misleading.
6. Advisor Intention: Bidco acknowledges that all opinions and advice (written or oral) given by Bentley to Bidco in connection with Bentley's engagement are intended solely for the benefit and use of Bidco and its securityholders and affiliates in considering the transaction(s) to which they relate and Bidco agrees that no such opinion or advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time, in any manner or for any purpose, nor shall any public references to Bentley be made by Bidco, without the prior written consent of Bentley.
7. Right of Participation: Bentley's affiliates, family members and employees shall have the right, but not the obligation, to invest parri passu in any Acquisition, subject to Bidco's approval.
8. Indemnification: Bidco agrees to the indemnification, contribution, limitation of liability and expense reimbursement provisions set forth in Annex B hereto, the provisions of which are incorporated into this Agreement in their entirety.
9. No Third Party Duty: Bidco and Bentley agree and acknowledge that (i) this Agreement is solely for the benefit of Bidco and any assignee, Bentley and the other Indemnified Parties (as defined in Annex B hereto), (ii) Bentley shall owe no duty to any person or entity other than Bidco, and (iii) no person or entity, including without limitation Clairvest's shareholders and Clairvest's and its shareholders' respective employees, officers, directors, trustees, affiliates and agents, shall be deemed a third



party beneficiary of this Agreement or have any rights with respect to Bentley's engagement other than the Indemnified Parties, who shall have the rights set forth in Annex B hereto.

10. Press: Bentley shall have the right, subject to Bidco's prior approval, to place announcements and advertisements in financial and other newspapers and journals and in its own marketing materials and website, at its own expense, describing its services in connection with this engagement, subsequent to the closing of the Acquisition (or Bidco's announcement thereof, if earlier).

Bidco shall provide drafts of any press releases or other public communications referencing Bentley or the engagement to Bentley for its review and written approval a reasonable time in advance of any planned dissemination thereof.

11. Miscellaneous: This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes and cancels any prior communications, understandings and agreements between the parties. This Agreement may not be amended or modified except in writing. The rights, obligations and liabilities of either party hereunder may not be assigned without the written consent of the other party; provided, that Bentley or Bidco may assign its rights, obligations and liabilities hereunder without the consent of the other party to any entity that succeeds to all or substantially all of the assets of Bentley or Bidco, as the case may be, (whether by direct acquisition or by merger). This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against Bentley and Bidco, their successors and, to the extent permitted hereunder, its assignees.

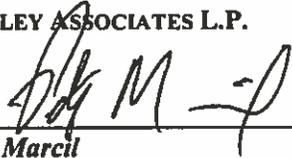
12. Execution: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Delivery of a signed copy of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. Solely for purposes of enforcing this agreement, Bidco consents to personal jurisdiction, service and venue in any court in which any claim, action or proceeding which is subject to this Agreement (including without limitation the indemnification provisions) is brought against Bentley or any other Indemnified Party. Any right to trial by jury with respect to any claim, action or proceeding related to or arising out of Bentley's engagement, any transaction or conduct in connection therewith or this agreement is hereby waived. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without reference to principles of conflicts of law.

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Please confirm that the foregoing is in accordance with Bidco's understanding by signing and returning to Bentley the enclosed duplicate of this letter.

BENTLEY ASSOCIATES L.P.

By: 

Peter Marcil
Managing Director

Accepted and agreed to as of
the 26th day of June, 2014

FLORIDA ACQUISITION CORP. LLC

By: 

JEFF PARR
DIRECTOR

ANNEX A: DEFINITIONS

Definitions: For the purposes of this letter:

1. An "Acquisition" means any transaction or a series of transactions which results, directly or indirectly, in Bidco or any of its affiliates ("Bidco") being awarded a Gaming License by the New York State Gaming Commission and constructing a Gaming Resort as described in the Upstate New York State Gaming Economic Development Act of 2013 (together, a "Gaming License") and / or Bidco investing in the assets or businesses of any entity that is awarded a Gaming License, regardless of the form of transaction, including without limitation: (i) a purchase of assets or capital stock (or rights to acquire the same), or (ii) any merger, consolidation, joint venture or other business/strategic combination involving the Gaming License or (iii) debt or equity or other securities of any recipient of a Gaming License.
2. "Acquisition Date" means the date of the closing and funding of an Acquisition.
3. "Acquisition Price" means the amount of equity capital invested by the Bidco (or any person or entity affiliated with it) in connection with the Acquisition. For greater clarity, Transaction Price shall include all equity capital invested in the Acquisition, whether by way of common shares, preferred shares or debentures.

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ANNEX B: INDEMNIFICATION

In connection with the engagement of Bentley to advise and assist Bidco with the matters set forth in this Agreement, Bidco hereby agrees to indemnify and hold harmless Bentley, its affiliated companies, and each of Bentley's and such affiliated companies' respective officers, directors, agents, employees and controlling persons (within the meaning of each of Section 20 of the Securities Exchange Act of 1934 and Section 15 of the Securities Act of 1933) (each of the foregoing, including Bentley, being hereinafter referred to as an "Indemnified Person") to the fullest extent permitted by law from and against any and all losses, claims, damages, expenses (including reasonable fees, disbursements and other charges of counsel), actions (including actions brought by Bidco or its equity holders or derivative actions brought by any person claiming through Bidco or in its name), proceedings or investigations (whether formal or informal), or threats thereof (all of the foregoing being hereinafter referred to as "Liabilities"), based upon, relating to or arising out of such engagement or any Indemnified Person's role therein; provided, however, that Bidco shall not be liable under this paragraph: (a) for any amount paid in settlement of claims without Bidco's consent, which consent shall not be unreasonably withheld, or (b) to the extent that it is finally judicially determined that such Liabilities resulted primarily from the willful misconduct, bad faith or gross negligence of the Indemnified Person seeking Indemnification. In connection with Bidco's obligation to indemnify for expenses as set forth above, Bidco further agrees to reimburse each Indemnified Person for all such expenses (including reasonable fees, disbursements and other charges of counsel) as they are incurred by such Indemnified Person; provided, however, that if an Indemnified Person is reimbursed hereunder for any expenses, such reimbursement of expenses shall be refunded to the extent it is finally judicially determined that the Liabilities in question resulted primarily from the willful misconduct, bad faith or gross negligence of such Indemnified Person. We hereby also agree that neither Bentley nor any other Indemnified Person shall have any Liability to Bidco (or anyone claiming through Bidco or in its name) in connection with Bentley's engagement by Bidco except as noted in this letter or to the extent that such Indemnified Person has engaged in willful misconduct, acted in bad faith or been grossly negligent.

Promptly after Bentley receives notice of the commencement of any action or other proceeding in respect of which indemnification or reimbursement may be sought hereunder, Bentley will notify Bidco thereof; but the omission so to notify the Bidco shall not relieve Bidco from any obligation hereunder unless, and only to the extent that, such omission results in Bidco's forfeiture of substantive rights or defenses. If any such action or other proceeding shall be brought against any Indemnified Person, Bidco shall, upon written notice given reasonably promptly following your notice to Bidco of such action or proceeding, be entitled to assume the defense thereof at Bidco's expense with counsel chosen by Bidco and reasonably satisfactory to the Indemnified Person; provided, however, that any Indemnified Person may at its own expense retain separate counsel to participate in such defense. Notwithstanding the foregoing, such Indemnified Person shall have the right to employ separate counsel at the Bidco's expense and to control its own defense of such action or proceeding if, in reasonable opinion of counsel to such Indemnified Person, (i) there are or may be legal defenses available to such Indemnified Person or to other Indemnified Persons that are different from or additional to those available to Bidco, or (ii) a conflict or potential conflict exists between Bidco and such Indemnified Person that would make such separate representation advisable; provided, however, that in no event shall Bidco be required to pay fees and expenses under this indemnity for more than one firm of attorneys in any jurisdiction in any one legal action or group of

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related legal actions. Bidco agrees that it will not, without the prior written consent of Bentley, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding relating to the matters contemplated by Bentley's engagement (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise or consent includes an unconditional release of Bentley and each other Indemnified Person from all liability arising or that may arise out of such claim, action or proceeding.

If the indemnification or reimbursement provided for hereunder is finally judicially determined by a court of competent jurisdiction to be unavailable to an Indemnified Person in respect of any Liabilities (other than as a consequence of a final judicial determination of willful misconduct, bad faith or gross negligence of such Indemnified Person), then Bidco agree in lieu of indemnifying such Indemnified Person, to contribute to the amount paid or payable by such Indemnified Person as a result of such Liabilities in such proportion as is appropriate to reflect the relative benefits received, or sought to be received, by Bidco on the one hand and by such Indemnified Person on the other from the transactions in connection with which Bentley has been engaged. If the allocation provided in the preceding sentence is not permitted by applicable law or as a result of a final judicial determination of willful misconduct, bad faith or gross negligence, then Bidco agrees to contribute to the amount paid or payable by such Indemnified Person as a result of such Liabilities in such proportion as is appropriate to reflect not only the relative benefits referred to in such preceding sentence but also the relative fault of Bidco and of such Indemnified Person. Notwithstanding the foregoing, in no event shall the aggregate amount contributed by the Indemnified Person taking into account Bidco's contributions as described above exceed the amount of fees actually received by Bentley pursuant to such engagement except where there has been willful misconduct, bad faith or gross negligence on the part of Bentley. The relative benefits received or sought to be received by Bidco on the one hand and by Bentley on the other shall be deemed to be in the same proportion as (a) the total value of the transactions with respect to which Bentley has been engaged bears to (b) the fees paid or payable to Bentley with respect to such engagement

If any provision hereof shall be determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect or any other provision of this Agreement, which shall remain in full force and effect.

Handwritten signature and initials in the bottom right corner of the page.