AMENDED AND RESTATED LOCK-UP AGREEMENT

THIS AGREEMENT is made as of the 28th day of May, 2007

BETWEEN:

1428180 ONTARIO LIMITED, a corporation existing under the laws of Ontario

(the "**Unitholder**")

AND:

CLAIRVEST GROUP INC., a corporation existing under the laws of Ontario

("**Clairvest**")

AND:

NEW WORLD GAMING PARTNERS LTD., a corporation existing under the laws of Canada

(the "**Offeror**")

WHEREAS:

A. The Unitholder is the beneficial owner of Units in the capital of Gateway Casinos Income Fund (the "**Fund**"), as more particularly described herein;

B. The Unitholder is a wholly-owned subsidiary of Clairvest;

C. The Unitholder and the Offeror are party to a Lock-up Agreement dated April 3, 2007, which they and Clairvest wish to amend and restate as provided herein.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

(a) "**Unitholder's Disclosure Letter**" means the disclosure letter of the Unitholder dated April 3, 2007 and delivered by the Unitholder to the Offeror.

(b) "**Unitholder's Units**" means all Units (i) owned by the Unitholder or over which the Unitholder may exercise control or direction, or (ii) acquired in lieu of or in replacement for any such Units.

(c) "**Support Agreement**" means the support agreement dated April 3, 2007 between the Offeror, the Parents and the Fund, a true copy of which has been delivered to the Unitholder.

1.2 Definitions in Support Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere herein and that are defined in the Support Agreement shall have the respective meanings ascribed to them in the Support Agreement.

1.3 Schedules

The following Schedule attached hereto constitutes an integral part of this Agreement:

Schedule A – Ownership of Units

ARTICLE 2
COVENANTS OF THE OFFEROR

2.1 Offeror to Make Offer

The Offeror shall make or cause to be made the Offer upon the terms and subject to the conditions set forth in the Support Agreement.

2.2 Changes to Offer

The Offeror shall not, without the prior written consent of the Unitholder: (i) modify or waive the Minimum Tender Condition; (ii) decrease the consideration per Unit payable under the Offer; (iii) change the form of consideration payable under the Offer (other than to add additional consideration or to provide Unitholders and/or Debentureholders with the option to choose one or more alternative forms of consideration in addition to the form of consideration contemplated in the Support Agreement); (iv) decrease the number of Units in respect of which the Offer is made; or (v) impose additional conditions to the Offer or otherwise vary the Offer (or any terms or conditions thereof, it being understood that the waiver of any condition of the Offer as permitted pursuant to the Support Agreement shall not be considered to be varying the Offer), in either case in a manner which is adverse to the Unitholder.

ARTICLE 3
COVENANTS OF THE UNITHOLDER AND CLAIRVEST

3.1 General

The Unitholder hereby covenants and irrevocably agrees in favour of the Offeror that, from the date hereof until the termination of this Agreement in accordance with Article 5, except as permitted by this Agreement, the Unitholder shall:

(a) not, directly or indirectly, through any of its officers, directors, employees, representatives or agents (i) solicit, initiate, facilitate or encourage (including by way of furnishing information or entering into any form of agreement, arrangement or understanding) the initiation of any inquiries or proposals regarding an Acquisition Proposal, (ii) participate in any substantive discussions or negotiations regarding an Acquisition Proposal, (iii) provide any confidential information relating to the Fund or its Subsidiaries to any Person in connection with any Acquisition Proposal, or (iv) otherwise co-operate in any way with any effort or attempt by any other Person to do or seek to do any of the foregoing, provided however, that nothing contained in this section or other provisions of this Agreement shall prevent the Unitholder or a nominee of the Unitholder (a) if a trustee of the Fund, from entering into an agreement or engaging in discussions or negotiations with or furnishing information to any Person solely in his or her capacity as a member of the Board of Trustees in respect of an unsolicited Acquisition Proposal that satisfies the requirements set out in Subsections 6.1(a)(i) and (ii) of the Support Agreement, and (b) from participating in discussions or negotiations with a Person regarding an Acquisition Proposal that the Board of Trustees has determined pursuant to Subsection 6.1(a)(ii) of the Support Agreement is a Superior Proposal;

(b) immediately cease and cause to be terminated all existing discussions and negotiations, if any, with any third party or any agent or representative of any third party conducted before the date of this Agreement with respect to any Acquisition Proposal and request the return or destruction of all confidential information provided in connection therewith;

(c) not release or permit the release of any third party from any confidentiality or standstill obligation set forth in any agreement to which such third party is a party or bound;

(d) subject to the obligations of the Unitholder pursuant to any confidentiality agreement to which the Unitholder is bound which was executed prior to the date of this Agreement, immediately notify the Offeror of any Acquisition Proposal and any inquiries that could be reasonably expected to lead to any Acquisition Proposal of which the Unitholder or any of its directors, officers, employees, representatives or agents becomes aware, except to the extent that the Unitholder has been advised by its legal counsel that to do so would cause a breach of its fiduciary duties to the Fund or any of its Subsidiaries; such notification to include a description of the material terms and conditions together with a copy of all documentation relating to any such Acquisition Proposal or inquiry in respect of an Acquisition Proposal, the identity of the Person making such proposal, inquiry or contact and any other details of the proposal, inquiry, contact, discussions or negotiations as the Offeror may reasonably request. The Unitholder shall keep the Offeror informed of the status, including any change to any of the terms, of any Acquisition Proposal or inquiry;

(e) except as disclosed in the Unitholder’s Disclosure Letter, not option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Unitholder’s Units, or any right or interest therein (legal or equitable), to any Person or group or agree to do any of the foregoing;

(f) not grant or agree to grant any proxy, power of attorney or other right to vote the Unitholder's Units, or enter into any voting agreement, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of Unitholders or give consents or approval of any kind with respect to any of the Unitholder's Units;

(g) not take any other action of any kind, directly or indirectly, which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Offer and the other transactions contemplated by the Support Agreement and this Agreement;

(h) not vote or cause to be voted any of the Unitholder's Units in respect of any proposed action by the Fund or its Unitholders or Affiliates or any other Person in a manner which might reasonably be regarded as likely to prevent or delay the successful completion of the Offer or the other transactions contemplated by the Support Agreement and this Agreement;

(i) use all commercially reasonable efforts in its capacity as a holder of Units to assist the Fund and the Offeror to successfully complete the Offer and the other transactions contemplated by the Support Agreement and this Agreement;

(j) not purchase or enter into any agreement or option or right to purchase any additional Units or any other securities of the Fund from and including the date hereof until the termination of this Agreement;

(k) use all commercially reasonable steps to facilitate the completion of the transactions contemplated by the GCI Share Purchase Agreement (including the completion in advance of the Expiry Time of the pre-closing transactions contemplated in article 2 of the GCI Share Purchase Agreement); and

(l) not do indirectly that which it may not do directly in respect of the restrictions on its rights with respect to the Unitholder's Units pursuant to this Section 3.1.

3.2 Deposit of the Unitholder's Units under the Offer

The Unitholder hereby agrees with the Offeror that it will, on the earlier of (a) the end of the third Business Day following receipt by the Offeror of all necessary Regulatory Approvals to permit the Offeror to take-up securities under the Offer and (b) 12:00 p.m. (Toronto time) on the Expiry Date (as such date may be extended by the Offeror from time to time), (such earlier time being referred to herein as the "Deposit Time"), cause all of its Unitholder's Units to be validly tendered in acceptance of the Offer together with any documents required in accordance with the Offer, and, except as contemplated by Section 5.3 hereof, shall not withdraw the Unitholder's Units from the Offer except as expressly otherwise permitted under this Agreement. The Offeror agrees to provide the Unitholder with written notice of the receipt by the Offeror of all such Regulatory Approvals, promptly upon receipt of such approvals.

3.3 Clairvest Reorganization

(a) The Offeror acknowledges and agrees that prior to the Expiry Date, the Unitholder may be wound up into Clairvest and the Units held by the Unitholder distributed to Clairvest upon such winding-up (the "Clairvest Reorganization"). The Offeror hereby consents to the Clairvest Reorganization and agrees that, notwithstanding any other provision of this Agreement subject to Section 3.3(e), the Clairvest Reorganization shall be permitted for purposes of this Agreement.

(b) Upon completion of the Clairvest Reorganization, the term "Unitholder" as used in this Agreement shall be deemed to mean Clairvest and Clairvest shall be bound by all of the obligations of the Unitholder herein and shall be deemed to have given the representations and warranties given by the Unitholder in this Agreement as of such date.

(c) The Unitholder and Clairvest acknowledge and agree that the Clairvest Reorganization will not delay the completion of the Offer and that, if the Clairvest Reorganization is not completed prior to the Deposit Time, the Unitholder will tender its Unitholder's Units to the Offer in accordance with Section 3.2 prior to the Deposit Time.

(d) Clairvest represents and warrants to the Offeror that, to the best of its knowledge, the Clairvest Reorganization will have no material impact on the Offeror, the Parents or the success of the Offer.

(e) If in the reasonable opinion of the Offeror, the Clairvest Reorganization is causing a delay in the receipt by the Offeror of all necessary Regulatory Approvals to permit the Offeror to take-up securities under the Offer, the Offeror shall provide written notice of this concern to Clairvest and the Unitholder. Upon receipt of such notice, Clairvest and the Unitholder will address the Offeror's concern to the satisfaction of the Offeror, acting reasonably, within two Business Days (or such longer time as may be agreed to in writing by the Offeror), failing which, the Offeror may withdraw its consent to the Clairvest Reorganization.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Unitholder

The Unitholder hereby represents and warrants to and covenants with the Offeror as follows, and acknowledges that the Offeror is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation. The Unitholder is a corporation duly incorporated, organized and validly existing as a corporation in good standing under the laws of Ontario.

(b) Power and Authority. The Unitholder has the requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. This Agreement has been duly executed and delivered by the Unitholder and constitutes a legal, valid and binding obligation of the Unitholder enforceable against it in accordance with its terms, subject to bankruptcy and insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

(c) Ownership of Units and Convertible Debentures. The Unitholder is, and will be immediately prior to the Effective Time be, the sole beneficial owner of the Unitholder's Units shown opposite its name in Schedule A hereof, with good and marketable title thereto, free and clear of all Encumbrances, and has full legal right, power and authority to enter into this Agreement, to deposit the Unitholder's Units under the Offer and to sell the Unitholder's Units to the Offeror in accordance with this Agreement; upon take-up of and payment for the Unitholder's Units, the Unitholder will have conveyed to the Offeror good and marketable title to the Unitholder's Units, free and clear of any Encumbrances. Other than as set out on Schedule A, neither the Unitholder nor any Affiliate of the Unitholder beneficially owns, directly or indirectly, any other Units or any Convertible Debentures.

(d) No Conflicts. None of the execution and delivery of this Agreement by the Unitholder, the consummation by the Unitholder of the transactions contemplated hereby or compliance by the Unitholder with any of the provisions hereof will violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default of (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, any of the terms, conditions or provisions of: (i) the certificate of incorporation, certificate of limited partnership, Charter Documents or other constating documents of the Unitholder; (ii) any material Contract to which the Unitholder is a party; or (iii) any judgment, ruling, order, writ, injunction, award, decree, statute, ordinance, rule or regulation applicable to the Unitholder, except, in the case of clauses (ii) and (iii), for violations conflicts, failures, breaches or rights which, individually or collectively, would not reasonably be expected to cause a Material Adverse Effect.

(e) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Unitholder's Units, or any interest therein or right thereto, except the Offeror pursuant to this Agreement. The only securities of the Fund beneficially owned, directly or indirectly, or over which control or direction is exercised by the Unitholder are those listed on Schedule A beside the Unitholder's name, and the Unitholder has no agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Unitholder or transfer to the Unitholder of additional securities of the Fund.

(f) Voting. None of the Unitholder's Units is subject to any proxy, power of attorney, voting agreement, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of Unitholders or give consents or approvals of any kind.

(g) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental Authority which has not been made or obtained is required to be made or obtained by the Unitholder in connection with: (i) the execution and delivery by the Unitholder and enforcement against the Unitholder of this Agreement; or (ii) the consummation of any transactions by the Unitholder provided for herein, except for, in either case, the filing of insider trading reports under applicable securities legislation.

(h) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Authority or, to the knowledge of the Unitholder, contemplated or threatened against the Unitholder or any of its Affiliates that would adversely affect in any manner (i) the ability of the Unitholder to enter into this Agreement and to perform its obligations hereunder; or (ii) the title of the Unitholder to any of the Unitholder's Units, and there is no judgment, decree or order against the Unitholder that would adversely affect in any manner (i) the ability of the Unitholder to enter into this Agreement or to perform its obligations hereunder; or (ii) the title of the Unitholder to any of the Unitholder's Units.

The representations and warranties of the Unitholder set forth in this Section4.1 shall survive the completion of the purchase by the Offeror of the Unitholder's Units and despite such completion, shall continue in full force and effect for the benefit of the Offeror. The representations and warranties contained herein are qualified by the disclosure in the Unitholder's Disclosure Letter. The Unitholder hereby agrees to indemnify and hold the Offeror harmless from and against any and all expenses, losses, claims, actions, damages and liabilities and the reasonable fees and expenses of its counsel that may be incurred in advising with respect to any such claim which may arise from any untrue representation or warranty contained in this Agreement.

4.2 Representations and Warranties of the Offeror

The Offeror hereby represents and warrants to the Unitholder each of the representations and warranties of the Offeror contained in the Support Agreement, which are incorporated herein by reference, and that:

(a) Incorporation. The Offeror is a corporation duly incorporated, organized and validly existing as a corporation in good standing under the laws of Canada.

(b) Power and Authority. The Offeror has the requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. This Agreement has been duly executed and delivered by the Offeror and constitutes a legal, valid and binding obligation of the Offeror enforceable against it in accordance with its terms, subject to bankruptcy and insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

(c) No Conflicts. None of the execution and delivery of this Agreement by the Offeror, the consummation by the Offeror of the transactions contemplated hereby or compliance by the Offeror with any of the provisions hereof will violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, any of the terms, conditions or provisions of: (i) the Charter Documents or other constating documents of the Offeror; (ii) any material Contract to which the Offeror or any of its Subsidiaries is a party; or (iii) any judgment, ruling, order, writ, injunction, award, decree, statute, ordinance, rule or regulation applicable to the Offeror or any of its Subsidiaries.

(d) Consents. No consent, approval or authorization of or declaration or filing with, or notice to, any Governmental Authority which has not been received or made is required by the Offeror in connection with the execution and delivery of this Agreement by the Offeror, except as provided in the Support Agreement.

(e) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Authority or, to the knowledge of the Offeror, contemplated or threatened against the Offeror or any of its Affiliates that would adversely affect in any manner the ability of the Offeror to enter into this Agreement and to perform its obligations hereunder and there is no judgment, decree or order against the Offeror that would adversely affect in any manner the ability of the Offer to enter into this Agreement or to perform its obligations hereunder.

The representations and warranties of the Offeror set forth in this Section 4.2 shall survive the completion of the purchase by the Offeror of the Unitholder's Units and despite such completion, shall continue in full force and effect for the benefit of the Unitholder.

ARTICLE 5
TERMINATION

5.1 Termination by the Offeror

The Offeror, when not in material default in the performance of its obligations under this Agreement or the Support Agreement, may, without prejudice to any of its rights hereunder and in its sole discretion, terminate this Agreement by written notice to the Unitholder if:

(a) any of the representations and warranties of the Unitholder under this Agreement shall not be true and correct in all material respects;

(b) the Unitholder shall not have complied in all material respects with its covenants to the Offeror contained in this Agreement;

(c) the Offeror shall not be required to make the Offer under the terms and conditions of the Support Agreement;

(d) any condition to completion of the Offer, as set out in Schedule A to the Support Agreement, is not satisfied or waived prior to the Expiry Time and the Offeror withdraws the Offer without having taken up the Unitholder's Units deposited thereunder; or

(e) the Support Agreement is terminated in accordance with its terms.

5.2 Termination by the Unitholder

The Unitholder, when not in material default in the performance of its obligations under this Agreement, may, without prejudice to any of its rights hereunder and in its sole discretion, terminate this Agreement by written notice to the Offeror if:

(a) any of the representations and warranties of the Offeror under this Agreement shall not be true and correct in all material respects;

(b) the Offeror shall not have complied with its material covenants to the Unitholder contained herein;

(c) the terms of the Offer do not conform in any material respect with the terms and conditions of the Support Agreement;

(d) the Offeror has not commenced the Offer within the time period provided for in Section 2.1(c) of the Support Agreement;

(e) the Take-up Date has not occurred by the Outside Date (for any reason other than the failure of the Unitholder to deposit the Unitholder's Units for purchase);

(f) the Support Agreement has been terminated in accordance with its terms; or

(g) prior to the Take-up Date, the Fund proposes, in accordance with the terms of the Support Agreement, to enter into an agreement, understanding or arrangement with respect to an Acquisition Proposal that is a Superior Proposal.

5.3 Effect of Termination

If this Agreement is terminated in accordance with this Article 5, the provisions of this Agreement will become null and void and of no further force and effect and no party shall have liability to any other party, except in respect of a breach of this Agreement which occurred prior to such termination, and the Offeror shall no longer be required to make or pursue the Offer and, if the Offer has been made, the Unitholder shall be entitled to withdraw the Unitholder's Units from the Offer.

ARTICLE 6
GENERAL

6.1 Further Assurances

Each of the Unitholder and the Offeror will, from time to time, promptly execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

6.2 Survival of Representations and Warranties

No investigations made by or on behalf of the Offeror or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by the Unitholder herein or pursuant hereto.

6.3 Disclosure

Except as expressly contemplated herein or as required by applicable Laws or by any Governmental Authority or Securities Authority, no party shall make any public announcement or statement with respect to this Agreement or the transactions contemplated herein without the approval of the other party, which approval shall not be unreasonably withheld or delayed. The Unitholder acknowledges that the Offeror and the Fund are required by Law to disclose the nature and substance of this Agreement in the Bid Circular and in the Board of Trustees' circular and a copy may be filed with applicable Securities Authorities. The parties agree to consult with each other prior to issuing any public announcement or statement with respect to this Agreement or the transactions contemplated herein.

6.4 Singular, Plural, etc.

In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders. Unless the context otherwise requires, any reference to a "party" herein is a reference to a party hereto.

6.5 Headings, etc.

The division of this Agreement into Articles, Sections, Subsections and Schedules and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections, Subsections and Schedules refer to Articles, Sections, Subsections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

6.6 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

6.7 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

6.8 Attornment

The parties hereby irrevocably and unconditionally consent to and submit to the non-exclusive jurisdiction of the courts of the Province of British Columbia for any actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby and further agree that service of any process, summons, notice or document by single registered mail to the addresses of the parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against either party in such court. The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of British Columbia and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

6.9 Entire Agreement

This Agreement, including the schedule hereto and the provisions of the Support Agreement incorporated herein by reference, constitutes the entire agreement and understanding between and among the parties hereto with respect to the subject matter hereof and supersedes any prior agreement or understanding with respect thereto.

6.10 Amendments

This Agreement may not be modified, amended, altered or supplemented, except by written agreement executed by all of the parties hereto.

6.11 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a party shall be in writing and shall be given by delivery, or by facsimile transmission or by delivery addressed to the party to which the notice is to be given at its address for service herein. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day, if not, then the next succeeding Business Day) and if sent by facsimile transmission be deemed to have been given and received at the time of receipt (if a Business Day, if not, then the next succeeding Business Day) unless actually received after 4:00 p.m. (Vancouver time) at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day.

The address for service for each of the parties hereto shall be as follows:

(a) if to the Unitholder or Clairvest:

22 St. Clair Avenue East
Suite 1700
Toronto, ON M4T 2S3

Attention: Jeff Parr
Fax No.: (416) 925-5753

with a copy for information purposes but not as notice to:

Parolin & Company
Suite 1908 – 925 West Georgia Street
Vancouver, British Columbia
V6C 3L2

Attention: Dennis Parolin
Fax No.: (604) 688-1318

(b) if to the Offeror:

c/o Macquarie Securities (USA) Inc.
125 West 55th Street
22nd Floor
New York, NY 10019 USA

Attention: Ben Perham
Fax No.: (212) 231-1717

with a copy for information purposes but not as notice to:

Suite 1600, 1 First Canadian Place
100 King Street West
Toronto, ON M5X 1G5

Attention: Myron Dzulynsky
Fax No.: (416) 369-7250

6.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

6.13 Assignment

Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties without the prior express written consent of the other party, except that the Offeror, without the prior written consent of the Unitholder, may assign this Agreement to any Affiliate, or to entities, funds or like vehicles controlled or managed by an Affiliate, provided that such assignment shall not relieve the Offeror from any of its obligations under this Agreement.

6.14 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

6.15 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Laws. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6.16 Time of Essence

Time shall be of the essence of this Agreement.

6.17 Prior Agreement Superseded

This Agreement amends, supersedes and replaces in its entirety the Lock-up Agreement dated April 3, 2007 between the parties hereto.

6.18 Counterpart Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement effective as of the date hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

1428180 ONTARIO LIMITED

By: *“Jeff Parr”*

Name: Jeff Parr

Title: Authorized Signatory Officer

By: *“Michael Wagman”*

Name: Michael Wagman

Title: President

CLAIRVEST GROUP INC.

By: *“Jeff Parr”*

Name: Jeff Parr

Title: Managing Director and Co- Chief Executive Officer

By: *“Michael Wagman”*

Name: Michael Wagman

Title: Managing Director

NEW WORLD GAMING PARTNERS LTD.

By: *“Rowen Craigie*”

Name: Rowen Craigie

Title: Director

By: *“Ben Perham”*

Name: Ben Perham

Title: Director

SCHEDULE A - OWNERSHIP OF UNITS

Beneficial Owner	Number of Units
1428180 Ontario Limited*	1,500,650

*Note: Following proposed wind-up of 1428180 Ontario Limited, beneficial owner will be Clairvest Group Inc. Clairvest Group Inc. is also the owner of a wholly-owned subsidiary, 1262613 Ontario Limited, which holds 1,140,572 Units and which is also proposed to be wound up into Clairvest Group Inc.