POYDRAS GAMING FINANCE CORP.
104 Tiburon Blvd., Suite 150
Mill Valley, CA 94941
USA

TSXV: PYD
TSXV: PYD.DB.U

LETTER TO DEBENTUREHOLDERS

June 9, 2015

Dear Poydras Debentureholder:

Attached for your review and execution please find attached revised versions of the First Supplemental Indenture and Consent. Following discussions with several major holders of our Debentures, we have made several amendments to the First Supplemental Indenture as distributed on May 5. These changes include:

- Further clarification of the definition of EBITDA to treat lease payments equally regardless of whether the underlying lease is categorized as an operating or capital lease for IFRS accounting purposes
- Clarification that only non-cash transaction and financing expenses shall be added back to Equity
- Provision that the Debt to Equity test shall now be in force as of September 30, 2015 rather than the post-December 31, 2015 date put forth in the original Supplemental Indenture.

In addition to the above amendments, the Company has agreed to pay a one-time Consent Fee of 4% of principal value, which shall be payable in two equal installments, the first upon closing of the acquisition of the Integrity Companies and the second at the end of the year. Please see the Consent for additional specifics regarding payment.

As we mentioned in our earlier letter, the proposed amendments will (i) allow us to proceed with the acquisition of the Integrity Companies; (ii) modify the definitions of EBITDA and Equity to adjust for the negative covenant impact of several non-cash and one-time charges related to our reverse takeover transaction in May 2014; (iii) clarify the definition of interest expense to exclude non-cash expenses and other charges that are not interest expense; and (iv) postpone the positive covenant tests until we have fully completed the acquisition of Integrity and the rollout of the Tonkawa placement agreement, allowing us to realize the benefits from the recently announced transactions and allowing time for the growth strategy to develop.

We believe it is prudent to ensure we are thinking ahead by positioning Poydras to capitalize on both the near and long-term opportunities that may arise. The current indenture penalizes us for non-cash expenses and one-time charges that have no bearing on our ability to generate cash, service debt, and generate profitable operations in the future. We need to ensure we are as responsive as possible in a capital-intensive industry by maintaining the flexibility needed to pursue our investment strategy and to continue to build value for all stakeholders. Without this financial flexibility, we may be left in a position where funding our growth initiatives may require additional financing on terms not in the best interests of Debentureholders.

Our Board of Directors has determined that the proposed amendments are in the best interests of Poydras as they will advance our strategy of growth and position us well for the future. **The Board unanimously recommends that you vote in favor of the proposed amendments.**

Your vote is important to us. If you have any questions, or require assistance in completing an appropriate consent form, please contact James Kim at 1-415-326-5058. The consent solicitation is open until June 19, 2015.

Peter Macy
Chairman and CEO

CONSENT

POYDRAS GAMING FINANCE CORP.

**Solicitation of Consents Relating to
$7,732,000 Aggregate Principal Amount Outstanding of
11% Secured Convertible Debentures
due March 31, 2017 (the "Debentures")**

(CUSIP 73938YAA7)
(ISIN CA 73938YAA79)

Please return this Consent Form to:

**Computershare Trust Company of Canada
(the "Tabulation Agent")**

By Facsimile Transmission:

To: Computershare Trust Company of
Canada – Corporate Trust, Vancouver
Attention: Jennifer Lesley Wong
Fax: 604-661-9403

By Hand Delivery, Regular Mail or Overnight Courier:

Attention: Jennifer Lesley Wong, Corporate Trust
510 Burrard Street, 2nd floor
Vancouver, British Columbia V6C 3B9

OR

Attention: Mohanie Sivprasad or Charles Cuschieri,
Corporate Trust
100 University Avenue, 8th Floor
Toronto, Ontario M5J 2Y1

Delivery to an address, or transmission via facsimile, other than as set forth above will not constitute valid delivery. In no event should a Holder (as defined herein) deliver any certificates representing the Debentures.

THE SOLICITATION WILL BE OPEN UNTIL 5:00 P.M. (EASTERN TIME) ON JUNE 19, 2015, UNLESS EXTENDED OR CANCELLED BY POYDRAS GAMING FINANCE CORP. (THE "EXPIRATION DATE").

ALL PROPERLY COMPLETED, EXECUTED AND DATED CONSENTS MUST BE RECEIVED BY THE TABULATION AGENT PRIOR TO THE EXPIRATION DATE. NON-REGISTERED HOLDERS (AS DEFINED HEREIN) SHOULD PROMPTLY CONTACT THEIR INTERMEDIARIES AND OBTAIN AND FOLLOW THEIR INTERMEDIARIES' INSTRUCTIONS WITH RESPECT TO THE APPLICABLE CONSENT PROCEDURES AND DEADLINES, WHICH MAY BE EARLIER THAN THE DEADLINES THAT ARE SET OUT IN THIS CONSENT FORM AND THE CONSENT SOLICITATION STATEMENT REFERRED TO BELOW.

ANY DELIVERY OF A CONSENT BY A HOLDER WILL BE IRREVOCABLE AND MAY NOT BE WITHDRAWN ONCE RECEIVED BY THE TABULATION AGENT.

HOLDERS WHO DO NOT DELIVER A PROPERLY COMPLETED AND EXECUTED CONSENT ON OR PRIOR TO THE EXPIRATION DATE WILL BE BOUND BY THE TERMS OF THE AMENDMENTS IF WE RECEIVE THE REQUISITE CONSENTS AND THE CONDITIONS TO THE AMENDMENTS ARE SATISFIED OR WAIVED.

This consent form (the "**Consent**") is delivered in connection with the solicitation (the "**Solicitation**") by Poydras Gaming Finance Corp. ("**Poydras**", the "**Corporation**", the "**Company**", "**we**" or "**us**") of consents of holders (the "**Holders**") of its 11% Secured Convertible Debentures due March 31, 2017 (the "**Debentures**") to the proposed amendments (as set out in the extraordinary resolution set out in Schedule A hereto) (the "**Amendments**") to the indenture (the "**Indenture**") dated May 9, 2014 between Poydras and Computershare Trust Company of Canada, as indenture trustee (the "**Trustee**").

In order to consent, each Holder must complete and sign this Consent (or a facsimile hereof), and mail or deliver this Consent (or such facsimile) in accordance with the procedures set forth in this Consent. Delivery of Consent should be made sufficiently in advance of the Expiration Date to assure that the Consent is received before the Expiration Date. If this Consent is sent by facsimile, the original Consent must be forward to the Tabulation Agent within 24 hours and received by the Tabulation Agent before 5:00pm (Eastern time) on the business day following the Expiration Date.

The instructions accompanying this Consent should be read carefully before this Consent is completed. Any requests for assistance or additional copies of this Consent may be directed to the Tabulation Agent at the address listed above. You may also contact your Intermediary for assistance concerning this Solicitation. We have distributed copies of this Consent to Intermediaries who are required to forward these materials to Non-Registered Holders (as defined below). If you are a Non-Registered Holder, you will be given a consent form which must be completed and signed by you in accordance with the directions on the consent form.

The Amendments will become effective with respect to the Debentures only upon the satisfaction (or waiver) of the Amendment Conditions, as described under "Conditions" below. If the Amendment Conditions are satisfied or waived, the Supplemental Debenture Indenture will be executed by Poydras and the Trustee, and the Amendments will become effective as of the date of such execution, whereupon all current Holders, including non-consenting Holders, and all subsequent holders will be bound by the Amendments. Failure to complete and return a Consent will have the effect of not consenting to the Amendments.

We will pay, through the Tabulation Agent, CDS and the respective CDS participant, each Holder a consent fee (the "Consent Fee") equal to $40.00 per $1,000.00 principal amount of Debentures held by each Holder, which payment will be paid to the Tabulation Agent, as agent for the Holders, as follows:

- 50% of the Consent Fee will be paid to the Tabulation Agent as agent for the Holders on the business day (the "First Payment Date") following the closing of the Acquisition (as defined herein), and following which, such amount of the Consent Fee will be paid to the Holders (through CDS and the respective participant) on the third business day following the closing of the Acquisition; and

- 50% of the Consent Fee will be paid to the Tabulation Agent as agent for the Holders on December 31, 2015 (the "Second Payment Date"), and following which, such amount of the Consent Fee will be paid to the Holders (through CDS and the respective participant) on the third business day following December 31, 2015.

The Consent Fee will only be paid upon satisfaction or waiver of the Payment Conditions, as described herein.

The undersigned acknowledges that it has consented to and requested that all documents relating in any way to this Consent be drawn up in the English language only. ***Le soussigné reconnaît par les présentes avoir consenti et exigé que tous les documents faisant foi ou se rapportant de quelque manière au présent consentement soient rédigés en anglais seulement.***

THE CONSENT SOLICITATION

General

Poydras is soliciting the Consents from Holders as of April 24, 2015 (the "**Record Date**"), upon the terms and subject to the conditions set forth in this Consent Form, to amend the Indenture as described herein (the "**Amendments**").

The Amendments will become effective with respect to the Debentures only upon (a) acceptance by Poydras of the Requisite Consents (as defined herein) that are validly delivered, which acceptance is conditioned upon satisfaction (or waiver) of all Amendment Conditions (as defined herein), and (b) the execution and delivery of a supplemental indenture to implement the Amendments (the "**Supplemental Debenture Indenture**") by Poydras and the Trustee. After the effectiveness of such Amendments, all current holders of Debentures, including non-consenting Holders, and all subsequent holders will be bound by the Amendments.

Consents relating to the Debentures are irrevocable and may not be withdrawn once delivered to the Tabulation Agent at the address or facsimile number shown on the cover page of this Consent. Each Holder, by delivering a Consent, will agree that its Consent will be irrevocable once delivered, even if the Solicitation will be extended beyond the Expiration Date. If by the Expiration Date the Amendment Conditions have been satisfied or waived, Poydras and the Trustee will, promptly after such Expiration Date, execute a Supplemental Debenture Indenture to the Indenture documenting the Amendments. Additionally, if the Payment Conditions (as defined herein) have been satisfied or waived, Poydras will pay to each Holder as of the Record Date (i) 50% of the Consent Fee for the Debentures, which payment will be paid to the Tabulation Agent, as agent for the Holders, on the First Payment Date and will be paid to Holders (through CDS and the respective participant) on the third business day following the First Payment Date; and (ii) 50% of the Consent Fee for the Debentures, which payment will be paid to the Tabulation Agent, as agent for the Holders, on the Second Payment Date and will be paid to Holders (through CDS and the respective participant) on the third business day following the Second Payment Date. No interest will be paid on the Consent Fee.

If the Solicitation is terminated for any reason before the Expiration Date, or the conditions thereto are neither satisfied nor waived, the Consents will be voided and the Supplemental Debenture Indenture will not be executed.

The delivery of a Consent Form will not affect a Holder's right to sell or transfer its Debentures. All Consents received on or before the Expiration Date will be effective notwithstanding a transfer of such Debentures subsequent to the Record Date.

Beneficial owners of the Debentures who wish to provide a Consent and whose Debentures are held, as of the Record Date, in the name of a broker, dealer, commercial bank or trust company (each, an "**Intermediary**"), or in the name of a clearing agency of which such Intermediary is a participant, must contact such Intermediary promptly and instruct such Intermediary to promptly execute and deliver an appropriate consent form on behalf of the beneficial owner on or before the Expiration Date.

Background

The purpose of the Solicitation is to obtain approval for certain amendments to the Indenture which, if approved, would allow the Company to proceed with the acquisition (the "**Acquisition**") of the Integrity Companies (as described in the Company's news release dated September 29, 2014), and adjust for the negative covenant impact of several one-time charges related to the Company's reverse takeover transaction completed in May, 2014.

The increased financial flexibility from the one-time adjustments will provide the Company with, amongst other things, greater freedom during the remaining term of the Debentures to capitalize on a strong platform for organic growth and the Company's increasing pipeline of organic and inorganic growth opportunities.

Consent Fee

The Consent Fee to be paid to Holders is an amount in cash equal to $40.00 per $1,000.00 principal amount of Debentures. Poydras will, after its acceptance of the Requisite Consents and the satisfaction of the Payment Conditions (as defined herein), pay the Consent Fee to each Holder (through the Tabulation Agent, CDS and the respective participant) as of the Record Date (i) 50% of the Consent Fee for the Debentures, which payment will be paid to the Tabulation Agent, as agent for the Holders, on the First Payment Date and will be paid to Holders on the third business day following the First Payment Date; and (ii) 50% of the Consent Fee for the Debentures, which payment will be paid to the Tabulation Agent, as agent for the Holders, on the Second Payment Date and will be paid to Holders on the third business day following the Second Payment Date. No interest will be paid on the Consent Fee.

Record Date

The Record Date for the determination of Holders entitled to give Consents pursuant to the Solicitation is 5:00 p.m. (Eastern time) on April 24, 2015. This Consent is being sent to all Holders as of the Record Date. Poydras reserves the right to establish from time to time any new date as the Record Date with respect to the Debentures for purposes of the Solicitation and, thereupon, any such new date will be deemed to be the "Record Date" for purposes of such Solicitation.

Requisite Consents

Holders of not less than a 66-2/3% of the aggregate principal amount of the outstanding Debentures as of the Record Date (the "**Requisite Consent**") must deliver valid Consents in order to approve the Amendments.

The failure of a Holder to validly deliver a Consent (including any failure resulting from a broker or other fiduciary failing to deliver a Consent on behalf of a beneficial owner) will have the same effect as if such Holder did not consent to the Amendments.

Conditions

The Solicitation with respect to the Debentures and the obligations of Poydras to accept any valid Consents with respect to the Debentures are subject to the following conditions (the "**Amendment Conditions**"):

(1) the Requisite Consents being received on or before the Expiration Date;

(2) the absence of any law, regulation or stock exchange rule that would, and the absence of any pending or threatened injunction or other proceeding that (if adversely determined) would, make unlawful or invalid or enjoin the implementation of the Amendments or the entering into of the Supplemental Debenture Indenture, or that would question the legality or validity thereof; and

(3) the Trustee has not objected in any respect to or taken action that could, in the sole judgment of Poydras, adversely affect the consummation of the Solicitation or the Amendment.

The Amendment Conditions are for the benefit of Poydras, and such Amendment Conditions may be asserted by Poydras regardless of the circumstances giving rise to such Amendment Conditions, and may be waived by Poydras, in whole or in part. Any determination by Poydras described in this paragraph will be final and binding upon all persons.

In addition to the Amendment Conditions, Poydras has the discretion to terminate this Solicitation at any time and for any reason.

If any of the Amendment Conditions are not satisfied or capable of satisfaction before or concurrent with the Expiration Date or Poydras does not accept any consents and terminates the Solicitation, Poydras may, in its sole discretion and without giving any prior notice, allow the Solicitation to lapse or extend the Expiration Date and continue the Solicitation.

Payment Conditions

Poydras' obligation to pay the Consent Fee is conditioned on: (i) the satisfaction (or waiver) of the Amendment Conditions; (ii) the execution and delivery of the Supplemental Debenture Indenture by Poydras and the Trustee; (iii) the absence of any law, regulation or stock exchange rule that would, and the absence of any pending or threatened injuction or other proceeding that (if adversely determined) would, make unlawful or invalid or enjoin the payment of the Consent Fee, or that would question the legality or validity thereof; (iv) Poydras not having terminated the Consent solicitation; and (v) the closing of the Acquisition. (collectively, the "**Payment Conditions**").

Poydras may waive any of the Payment Conditions, in whole or in part, at any time and from time to time. No Consent Fee will be paid if any of the Payment Conditions is not satisfied (or waived) for any reason.

Expiration Date; Extensions; Amendments; Termination; Waivers

The Solicitation will be open at least until 5:00 p.m. (Eastern time) on June 19, 2015. Poydras reserves the right to extend the Solicitation at any time and from time to time, whether or not the Requisite Consents have been received, by giving written notice to the Tabulation Agent no later than 9:00 a.m. (Eastern time) on the business day prior to the Expiration Date. Any such extension will be followed as promptly as practicable by notice thereof by press release or other public announcement (or by written notice to the Holders). Such announcement or notice may state that Poydras is extending the Solicitation for a specified period of time or on a daily basis.

Notwithstanding anything to the contrary set forth in this Consent, Poydras reserves the right, regardless of whether any of the Amendment Conditions described above under "Conditions" have been satisfied, subject to applicable law, at any time before the effectiveness of the Amendments, to (1) terminate or abandon the Solicitation for any reason, (2) waive any of the Amendment Conditions to the Solicitation, (3) extend or not extend the Expiration Date, or (4) amend the terms of the Solicitation. If the Solicitation is abandoned or terminated before the effectiveness of the Amendments, any Consents received pursuant to the Solicitation will be voided, and no Consent Fee will be paid with respect to such Consents.

If the terms of the Solicitation are amended in a manner determined by Poydras to materially affect the Holders prior to the Expiration Date, Poydras will promptly disclose such amendment and may, if appropriate, extend the Solicitation for a period adequate to permit the Holders to validly deliver or allow for the revocation of their Consents. Other than in connection with such a material amendment of the terms of the Solicitation, once delivered, Consents may not be revoked. However, subject to applicable law and the immediately preceding sentence and without limiting the manner in which Poydras may choose to make such disclosure, Poydras will have no obligation to publish, advertise or otherwise communicate any such disclosure other than by the timely release of such disclosure to Canada Newswire.

Procedures for Consenting

Holders who desire to act with respect to the Amendments should so indicate by filling the appropriate boxes in, and signing and dating, this Consent.

If a Consent relates to fewer than all the Debentures held of record as of the Record Date by the Holder providing such Consent, such Holder must indicate on the Consent the aggregate dollar amount (in integral multiples of $1,000) of such Debentures to which the Consent relates. Otherwise, the Consent will be deemed to relate to all such Debentures.

A Consent purporting to consent to only some of the Amendments will not be valid. The delivery of a Consent by a Holder will be deemed the delivery of a Consent to the Amendments as a whole by such Holder.

A properly completed, executed and dated Consent must be delivered to the Tabulation Agent by mail, first-class postage prepaid, hand delivery, overnight courier or by facsimile transmission (with an original delivered subsequently, notwithstanding the effectiveness of such facsimile transmission) at the address or facsimile number of the Tabulation Agent set forth on the front page of this Consent on or before the Expiration Date. Delivery of Consent should be made sufficiently in advance of the Expiration Date to assure that the Consent is received before the Expiration Date (and, in the case of facsimile transmission, that the original Consent is received by the Tabulation Agent before 5:00 p.m. (Eastern time) on the business day following the Expiration Date). Under no circumstances should any person deliver Debentures to Poydras, the Trustee or the Tabulation Agent.

Only Holders as of the Record Date may deliver a Consent and be paid the Consent Fee. Consents executed by the Holder should be executed exactly the same way as their name(s) appear(s) on the Debentures. If a person purchases Debentures after the Record Date and the Holder of such Debentures as of the Record Date previously consented (or thereafter consents) to the Amendments, such consent of the Holder as of the Record Date, and not the subsequent holder, will be eligible for acceptance by the Tabulation Agent if it was (or is) validly submitted.

Consent Procedures for Holders Whose Debentures Are Not Held in Their Name

Only Holders are permitted to complete and deliver a Consent as described above. You may be a beneficial owner of Debentures (a "**Non-Registered Holder**") if your Debentures are registered either:

1. in the name of an Intermediary with whom you deal in respect of the Debentures, such as, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans; or
2. in the name of a clearing agency (such as CDS) of which the Intermediary is a participant.

Any Non-Registered Holder who wishes to deliver a Consent should not execute the Consent. Instead, he or she must instruct the relevant Intermediary to execute an appropriate consent form on its behalf.

Poydras has distributed copies of the Consent to Intermediaries who are required to forward these materials to Non-Registered Holders. If you are a Non-Registered Holder you will be given a consent form which must be completed and signed by you in accordance with the directions on the consent form or you will receive instructions on how to validly Consent. Only Non-Registered Holders as of the Record Date will be entitled to consent to the Amendments.

The purpose of these procedures is to permit you, as a Non-Registered Holder, to provide your Consent in respect of your Debentures. **Non-Registered Holders should promptly contact their Intermediaries and obtain and follow their Intermediaries' instructions with respect to the applicable consent procedures and deadline, which may be earlier than the deadline that is set out in this Consent.**

Validity of Consents

All questions as to the validity, form, eligibility, receipt and acceptance of any Consent will be resolved by Poydras, whose determination will be final and binding. Poydras reserves the absolute right to reject any or all Consents that are not in proper form or the acceptance of which could, in the opinion of Poydras or its counsel, be unlawful. Poydras also reserves the right to waive any defects or irregularities or conditions of delivery as to a particular Consent, which Poydras may require to be cured within such time as Poydras determines. None of Poydras, the Tabulation Agent, the Trustee or any other person will have any duty to give notification of any such defects or irregularities or waiver, nor will any of them incur any liability for failure to give such notification. Deliveries of Consent will not be deemed to have been made until such defects or irregularities have been cured or waived. Poydras's interpretation of the terms and conditions of the Solicitation (including this Consent and the instructions hereto and thereto) will be conclusive, final and binding on all parties.

Irrevocability of Consents

All properly completed and executed Consents received on or before the Expiration Date will be counted, notwithstanding any transfer of the Debentures to which such Consent relates. Each Holder, by delivering a Consent pursuant to the Solicitation, agrees that its Consent is irrevocable and may not be withdrawn once delivered to the Tabulation Agent. A Consent by a Holder of the Debentures will bind such Holder and every subsequent holder of such Debentures or portion of such Debentures, even if notation of the Consent is not made on such Debentures.

Tabulation Agent

Pursuant to the terms of the Indenture, Poydras has retained Computershare to act as Tabulation Agent with respect to the Solicitation. The Tabulation Agent will be responsible for collecting and tabulating Consents and will receive a reasonable and customary fee for such services. Poydras has agreed to reimburse the Tabulation Agent for its reasonable out-of-pocket expenses in connection with such services.

Miscellaneous

The Solicitation is being made to all Holders. Poydras is not aware of any provincial, state or local jurisdiction where the making of the Solicitation is prohibited by administrative or judicial action pursuant to a provincial, state or local statute. If Poydras becomes aware of any provincial, state or local jurisdiction where the making of the Solicitation is so prohibited, Poydras will make a good faith effort to comply with any such statute. If, after such effort, Poydras cannot comply with such statute, the Solicitation will not be made to (nor will Consents be accepted from or on behalf of) the Holders in such provincial, state or local jurisdiction.

Certain Canadian Federal Income Tax Considerations

The following summary describes certain Canadian federal income tax considerations under the *Income Tax Act* (Canada) (the "**Tax Act**") generally applicable in connection with the Amendments and the receipt of the Consent Fee to a Holder who beneficially owns Debentures and who, for the purposes of the Tax Act and at all relevant times, holds the Debentures as capital property, deals at arm's length with Poydras and is not affiliated with the Corporation (a Holder who meets all of the foregoing requirements is referred to herein as an "**Investor**", and this summary only addresses such Investors).

The discussion in this summary is limited to certain Canadian federal income tax considerations arising to an Investor solely as a result of the Amendments and receipt of the Consent Fee.

This summary is not applicable to (i) an Investor that is a "financial institution", as defined in the Tax Act for purposes of the mark-to-market rules, (ii) an Investor an interest in which would be a "tax shelter investment" as defined in the Tax Act, (iii) an Investor that is a "specified financial institution" as defined in the Tax Act, (iv) an Investor that makes or has made a functional currency reporting election pursuant to section 261 of the Tax Act, or (v) an Investor that is otherwise of special status or in special circumstances. Any of the foregoing Investors should consult their own tax advisors.

This summary is based on the provisions of the Tax Act and the regulations thereunder in force as of the date hereof, all specific proposals to amend the Tax Act and regulations thereunder that have been publicly announced by or on behalf of the Minister of Finance (Canada) before the date hereof (the "**Proposed Amendments**"), and our understanding of the current administrative policies and assessing practices of the Canada Revenue Agency (the "**CRA**") which have been made publicly available before the date hereof. This summary assumes the Proposed Amendments will be enacted in the form proposed; however no assurance can be given that the Proposed Amendments will be enacted in the form proposed, if at all.

This summary is not exhaustive of all possible Canadian federal income tax considerations and, except for the Proposed Amendments, does not take into account any changes in the law or in the administrative policies or assessing practices of the CRA, whether by legislative, governmental or judicial action, nor does it take into account provincial, territorial or foreign tax considerations, which may differ significantly from those discussed herein.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular holder of Debentures (including an Investor as defined above), and no representations with respect to the income tax consequences to any holder are made. No income tax ruling or legal opinion has been sought or obtained with respect to any of the statements made in this summary. Consequently, all holders (including Investors as defined above) are urged to consult with their own tax advisors for advice with respect to the tax consequences to them which may arise as a result of the Amendments or receipt of the Consent Fee, having regard to their particular circumstances.

Investors Resident in Canada

The following portion of the summary applies to an Investor who, for purposes of the Tax Act and at all relevant times, is or is deemed to be resident in Canada (herein, a "**Resident Investor**").

The amendment of a debt obligation, such as the Debentures, should generally not result in a disposition for purposes of the Tax Act unless the amendment is sufficiently fundamental to be considered to result in the receipt or substitution of a "new" debt. The modification of the Debentures which is to occur by reason of the Amendments should not, in and of itself, constitute receipt of a "new" debt instrument in exchange for an old debt instrument. Accordingly, the Amendments should not, in and of themselves, give rise to a disposition of Debentures by a Resident Investor for purposes of the Tax Act.

While the treatment of the Consent Fee is not entirely clear under the Tax Act, a Resident Investor who is paid the Consent Fee (including by virtue of payment to the Tabulation Agent as agent for the Resident Investor on the First Payment Date and the Second Payment Date) should generally be required to include the amount of such Consent Fee in computing the income of the Resident Investor for the relevant taxation year (2015).

Investors Not Resident in Canada

The following portion of the summary applies to an Investor who, for purposes of the Tax Act and at all relevant times, (i) is neither resident nor deemed to be resident in Canada, (ii) does not, and is not deemed to, use or hold Debentures in carrying on a business in Canada, (iii) does not receive any amount in respect of the Consent Fee in respect of services performed in Canada by any person, and (iv) is not, and deals at arm's length with each person that is, a "specified shareholder" (as defined in subsection 18(5) of the Tax Act) of the Corporation (herein, a "**Non-Resident Investor**"). Special rules which are not discussed in this summary may apply to a Non-Resident Investor that is an insurer who carries on an insurance business in Canada and elsewhere.

As discussed above under "*Investors Resident in Canada*", the modification of the Debentures which is to occur by reason of the Amendments should not, in and of itself, constitute receipt of a "new" debt instrument in exchange for an old debt instrument. Accordingly, the Amendments should not, in and of themselves, give rise to a disposition of Debentures by a Non-Resident Investor for purposes of the Tax Act.

A Non-Resident Investor should not be subject to Canadian withholding tax solely as a result of the payment of the Consent Fee by the Corporation to the Non-Resident Investor.

United States and Other Tax Matters Not Addressed

As noted under "Certain Canadian Federal Income Tax Considerations" above, the discussion in such summary does not take into account provincial, territorial or foreign tax considerations, which may differ significantly from those discussed therein. In particular, and without limiting the generality of the foregoing, the summary, and this Consent form, do not address or provide any advice with respect to United States federal or state income tax considerations, and no representation is made in this regard.

Accordingly, all Holders resident in the United States, and any Holder who may be subject to United States federal or state income tax compliance or payment requirements, are urged to consult with their own tax advisors for advice with respect to the tax consequences to them which may arise as a result of the Amendments or receipt of the Consent Fee, having regard to their particular circumstances.

CONSENT TO AMENDMENTS

The undersigned hereby (a) consents to the Amendments as more particularly described in Schedule A attached to this Consent, and (b) authorizes Poydras and the Trustee to enter into the Supplemental Debenture Indenture, as described herein, and to do all other things reasonably required to give effect to this Consent and the Amendments.

The undersigned acknowledges that it must comply with the other provisions of this Consent, and complete the other information required herein, to validly consent to the Amendments.

The undersigned hereby represents and warrants that the undersigned has full power and authority to give the consent contained herein. The undersigned will, upon request, execute and deliver any additional documents deemed by us to be necessary or desirable to perfect the undersigned's consent or evidence such power and authority.

The undersigned hereby agrees that this Consent will be irrevocable once delivered.

The undersigned understands that Consents delivered pursuant to any of the procedures described under the heading "The Consent Solicitation - Procedures for Consenting" will constitute a binding agreement between the undersigned and Poydras upon the terms and subject to the conditions of the Solicitation.

All authority conferred or agreed to be conferred by this Consent will survive the death, incapacity, dissolution or liquidation of the undersigned and every obligation of the undersigned under this Consent will be binding upon the undersigned's heirs, personal representatives, successors and assigns.

This Consent relates to the total principal amount of the Debentures held of record by the undersigned, unless Debentures held of record by the undersigned are to be excluded from this Consent, which exclusion is clearly indicated in the table below. The undersigned has listed in the table below the name(s) and address(es), certificate number(s), and principal amount of the Debentures held of record by the undersigned in respect of which Consent is given. If the space provided below is inadequate, list all such information on a separate signed schedule and affix the schedule to this Consent.

POYDRAS GAMING FINANCE CORP.

Solicitation of Consents Relating to 11%
Secured Convertible Debentures due March 31, 2017
of holders as of the Record Date of
April 24, 2015

(CUSIP 73938YAA7)
(ISIN CA 73938YAA79)

PLEASE COMPLETE THE FOLLOWING TABLE

<table>
<tr><td colspan="4">DESCRIPTION OF DEBENTURES TO WHICH CONSENT IS GIVEN</td></tr>
<tr><td>Name(s) and Address(es) of Holder(s) (please fill in, if blank, exactly as name(s) appear(s) on Debentures) or CDS Participant(s)</td><td colspan="3">Debentures with Respect to Which this Consent Is Given (Attach additional schedule, if necessary)</td></tr>
<tr><td>(1)</td><td>(2)</td><td>(3)</td><td>(4)</td></tr>
<tr><td></td><td>Certificate or CDS Account Number(s)</td><td>Aggregate Principal Amount of Debentures</td><td>Principal Amount of Debentures in respect of Which Consent is Given (if less than all)</td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td>Total:</td><td></td><td></td></tr>
<tr><td colspan="4">If this Consent relates to less than the aggregate principal amount of the Debentures held by CDS for the account of Holder(s) named above, list the account numbers and principal amounts of Debentures to which this Consent relates. Unless otherwise indicated in the column labelled “Principal Amount of Debentures in respect of Which Consent is Given”, the undersigned Holder(s) will be deemed to have consented in respect of the entire aggregate principal amount represented by the Debentures indicated in the column labelled “Aggregate Principal Amount of Debentures”.</td></tr>
<tr><td colspan="4">IMPORTANT READ CAREFULLY</td></tr>
<tr><td colspan="4">This Consent must be executed by the Holder(s) in exactly the same manner as the name(s) of such Holder(s) appear(s) on the Debentures. If Debentures to which this Consent relates are held by two or more joint Holders, all such Holders must sign this Consent. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing and must submit proper evidence satisfactory to Poydras of such person’s authority so to act.</td></tr>
</table>

SIGN HERE

Signature: ______________________________________

CDS Participant Number: _____________________________________

Dated: ____

Name: ____

(Please Print)

Capacity: ____

Address: ____

(including Postal Code)

Area Code and Telephone No. (___) ____

<u>The signature(s) on this form must be guaranteed by the following method:</u>

A Medallion Signature Guarantee obtained from a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, MSP). Many commercial banks, saving banks, credit unions and all broker dealers participate in a Medallion Signature Guarantee Program. The Guarantor must affix a stamp bearing the actual words “Medallion Guaranteed”.

Delivery of Consent should be made sufficiently in advance of the Expiration Date to assure that the Consent is received before the Expiration Date. If this Consent is sent by facsimile, the original Consent must be forward to the Tabulation Agent **within 24 hours** and received by the Tabulation Agent before 5:00pm (Eastern time) on the business day following the Expiration Date .

SCHEDULE A

EXTRAORDINARY RESOLUTION

Pursuant to §12.11 and §12.15 of the Secured Convertible Debenture Indenture (the "**Indenture**") between Poydras Gaming Finance Corp. (the "**Corporation**") and Computershare Trust Company of Canada (the "**Trustee**") dated May 9, 2014, the undersigned, being the holders of not less than sixty-six and two-thirds percentage (66-2/3%) of the principal amount of all of the Corporation's outstanding 11% convertible secured debentures issued pursuant to the Indenture outstanding as at April 24, 2015 (the "**Debentures**"), do hereby take, consent, affirm and approve the following actions.

WHEREAS the Corporation and the Trustee entered into the Indenture, pursuant to which the Corporation issued the Debentures to, among others, the undersigned;

AND WHEREAS the Corporation has entered into an agreement (the "**Integrity Stock Purchase Agreement**") to acquire a 100% interest in Integrity Gaming, Inc., Aurora Gaming, Inc. and Integrity Gaming of Kansas, Inc. in consideration for the assumption of approximately USD$6 million in outstanding debt and USD$5.5 million of equity consideration payable in common shares of the Corporation (the "**Integrity Transaction**"), as described in more detail in the Corporation's news release dated September 29, 2014;

AND WHEREAS §8.2(d) of the Indenture provides that, without requisite consent of the Trustee and the Debentureholders, the Corporation shall not, among other things, acquire any Equity Interests or make any payment of any nature or kind whatsoever to effect such an acquisition;

AND WHEREAS the Corporation desires to amend certain terms of the Indenture (collectively, the "**Amendments**") in order to (a) modify the calculation of the "Debt to Equity Ratio" and "Interest Coverage Ratio" under §8.1(k) of the Indenture by, among other things, deleting and replacing the definitions of "EBITDA", "Equity" and "Total Interest Expense", and (b) modify §8.1(k) of the Indenture to provide that the obligations on the Corporation to maintain certain Debt to Equity Ratios and Interest Coverage Ratios does not take effect until after December 31, 2015, all as set out in and subject to the terms of the First Supplemental Debenture Indenture in the form attached as Schedule "A" (the "**Supplemental Debenture Indenture**"), a copy of which has been made available to the undersigned;

AND WHEREAS pursuant to §15.1 of the Indenture, the Trustee is permitted to enter into supplemental indentures to the Indenture in order to give effect to any Extraordinary Resolution passed as provided in Article 12 of the Indenture;

AND WHEREAS pursuant to §12.11(c) of the Indenture, the Debentureholders have the power, exercisable by Extraordinary Resolution, to assent to any modification of or change in or addition to or omission from the provisions contained in the Indenture, as agreed to by the Corporation and consented to by the Trustee;

AND WHEREAS pursuant to §12.15 of the Indenture, all actions that may be taken by Extraordinary Resolution at a meeting of Debentureholders may also be taken and exercised by an instrument in writing signed by the holders of 66-2/3% of the principal amount of all of the outstanding Debentures;

AND WHEREAS the Integrity Transaction may require the Trustee to execute and deliver certain other amendments, agreements, documents or other instruments, including any which may be referred to in the Supplemental Debenture Indenture or requested by the Corporation (collectively, the "**Other Documents**");

NOW THEREFORE BE IT RESOLVED AS AN EXTRAORDINARY RESOLUTION THAT:

1. The undersigned hereby consents to and approves the transactions contemplated by the Integrity Stock Purchase Agreement, including but not limited to, the acquisition of Equity Interests pursuant to the Integrity Transaction, on substantially the terms described in the Corporation's news release dated September 29, 2014;

2. The undersigned hereby consents to the Amendments and, accordingly, authorizes and directs the Trustee and the Corporation to execute the Supplemental Debenture Indenture on substantially the same terms as set out in the form attached hereto as Appendix "A";

3. The undersigned further authorizes and directs the Trustee and the Corporation to execute the Other Documents, as may be determined by the Trustee (based on the advice of counsel) to be required or appropriate in connection with the Integrity Transaction; and

4. These extraordinary written consent resolutions of the Debentureholders may be signed by the Debentureholders in as many counterparts as may be necessary, each of which when so signed being deemed an original, and that such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to be dated the date as set forth hereinbelow and, furthermore, these extraordinary written consent resolutions may be delivered by any Debentureholder by telecopier or other means of electronic communication producing a printed copy and, in connection therewith, shall be deemed to have been effectively executed and delivered as of the date as set forth hereinbelow.

APPENDIX “A”

SUPPLEMENTAL DEBENTURE INDENTURE

SUPPLEMENTAL DEBENTURE INDENTURE

Made as of the 24th day of April, 2015

Between

POYDRAS GAMING FINANCE CORP.

and

COMPUTERSHARE TRUST COMPANY OF CANADA

SUPPLEMENTAL DEBENTURE INDENTURE

This Agreement is made effective as of the 24th day of April, 2015, between

POYDRAS GAMING FINANCE CORP., a corporation existing under the laws of Ontario ("**Poydras**" or the "**Corporation**")

and

COMPUTERSHARE TRUST COMPANY OF CANADA a trust company having an office in the City of Toronto, in the Province of Ontario (the "**Trustee**")

WHEREAS the Corporation and the Trustee entered into a Secured Convertible Debenture Indenture dated as of May 9th, 2014 (the "**Debenture Indenture**"), pursuant to which the Corporation issued 11% convertible secured debentures due March 31, 2017 (the "**Debentures**") to the Debentureholders (as defined in the Debenture Indenture) subject to the terms of the Debenture Indenture;

AND WHEREAS the Debentureholders and the Corporation desire to amend certain terms of the Debenture Indenture as set forth herein;

AND WHEREAS pursuant to Subsection 15.1(e) of the Debenture Indenture, the Trustee is permitted to enter into supplemental indentures to the Debenture Indenture in order to give effect to any Extraordinary Resolution passed as provided in Article 12 of the Debenture Indenture;

AND WHEREAS the holders of not less than sixty-six and two-thirds percentage (66-2/3%) of the principal amount of the Debentures outstanding as at April 24, 2015 signed an Extraordinary Written Consent Resolution of Debentureholders, or Debentureholders present at a special general meeting of Debentureholders passed an extraordinary resolution with a majority of not less than sixty-six and two-thirds (66-2/3%), (the "**Extraordinary Resolution**"), dated to be effective as of April 24, 2015, pursuant to §12.11 and §12.15 of the Debenture Indenture, whereby the Debentureholders have authorized the modification and alteration of the rights of the Debentureholders and the Trustee against the Corporation as provided herein and authorized the Corporation and the Trustee to execute this Supplemental Debenture Indenture (the "**Supplemental Debenture Indenture**") as a supplement to the Debenture Indenture;

AND WHEREAS all necessary resolutions of the Corporation, the Debentureholders and the Trustee have been duly passed or taken and other proceedings taken and conditions complied with, as the case may be, to make this Supplemental Debenture Indenture and the execution thereof legal and valid and in accordance with the laws relating thereto;

NOW THEREFORE THIS INDENTURE WITNESSES that in consideration of the respective covenants and agreements contained herein and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Corporation and the

Trustee covenant and agree, for the benefit of each other and for the equal and rateable benefit of the holders, as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions

In this Supplemental Debenture Indenture all terms contained herein which are defined in the Debenture Indenture, as supplemented hereby, shall, for all purposes hereof, have the meanings given to such terms in the Debenture Indenture, as supplemented hereby.

1.2 Interpretation

In this Supplemental Debenture Indenture, "**this Supplemental Debenture Indenture**", "**hereof**", "**hereby**" and similar expressions refer to this Supplemental Debenture Indenture and not to any particular Article, Section or other portion hereof, and include any and every instrument supplemental or ancillary hereto or in implementation hereof.

1.3 Headings, Etc.

The division of this Supplemental Debenture Indenture into Articles and Sections, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Supplemental Debenture Indenture.

1.4 Gender and Number

Unless herein otherwise expressly provided or unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.5 Time of Essence

Time shall be of the essence of this Supplemental Debenture Indenture.

1.6 Monetary References

Whenever any amounts of money are referred to herein, such amounts shall be deemed to be in lawful money of the United States unless otherwise expressed.

1.7 Successors and Assigns

All covenants and agreements of the Corporation in this Supplemental Debenture Indenture shall bind its successors and assigns, whether so expressed or not. All covenants and agreements of the Trustee in this Supplemental Debenture Indenture shall bind its successors.

1.8 Severability

In case any provision in this Supplemental Debenture Indenture shall be invalid, illegal or unenforceable, such provision shall be deemed to be severed herefrom or therefrom (but only to the extent of such invalidity, illegality or unenforceability) and the validity, legality and enforceability of the remaining provisions shall not in any way be affected, prejudiced or impaired thereby.

1.9 Applicable Law and Attornment

This Supplemental Debenture Indenture shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as Ontario contracts. With respect to any suit, action or proceedings relating to this Supplemental Debenture Indenture, the Corporation, the Trustee and each holder irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario. The parties hereto hereby waive any right they may have to require a trial by jury of any proceeding commenced in connection herewith.

ARTICLE 2
AMENDMENTS TO THE DEBENTURE INDENTURE

2.1 Definitions

(a) The definition of "EBITDA" in Section 1.1 of the Debenture Indenture is hereby deleted in its entirety and replaced with the following:

""**EBITDA**" means, for any period, and with respect to any Person, determined on a consolidated basis, that Person's Net Income for that period, increased (without duplication) by the sum of:

(i) Total Interest Expense;

(ii) the aggregate of all Taxes on the income of that Person for that period, whether current or deferred;

(iii) depreciation, amortization, depletion and other like reductions to income of that Person for that period not involving any outlay of cash,

(iv) losses from extraordinary, unusual or non-recurring items;

(v) any aggregate net loss arising from the sale, exchange or other disposition of capital assets (including any fixed assets, whether tangible or intangible, all inventory sold in conjunction with the disposition of fixed assets and all securities);

(vi) net losses of Affiliates and any other losses in respect of investments which are accounted for on an equity basis;

(vii) amounts in respect of losses of non-controlling interests, if any;

(viii) any non-cash expenses or charges incurred pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement;

(ix) any non-cash expenses or charges incurred pursuant to the issuance for services rendered of any Common Shares, options to purchase Common Shares, or Common Share purchase warrants;

(x) any aggregate net loss/gain arising from the calculation of the value of the conversion feature of the Debentures;

(xi) all non-cash amounts deducted in respect of accretion of promissory notes, loans, and the Debentures;

(xii) any transaction-related expenses or charges (to the extent not capitalized) incurred by the Corporation or its Subsidiaries in connection with the consummation of any acquisition of assets or shares of any Person, including any related financing expenses or charges;

(xiii) non-cash asset impairment charges;

(xiv) any other non-cash losses which were required to be accrued for a future period; and

(xv) any amounts deducted in respect of finance lease receivables that would have been recorded as lease revenue, if such leases were accounted for by the Corporation or its Subsidiaries as operating leases rather than finance leases;

all determined in accordance with IFRS and in each case, to the extent that such amounts were included in the calculation of Net Income; and decreased (without duplication) by the sum of:

(xvi) income tax credits or reductions in deferred taxes;

(xvii) interest income;

(xviii) gains from extraordinary, unusual or non-recurring items;

(xix) any aggregate net gain arising from the sale, exchange or other disposition of capital assets by such Person (including any fixed assets, whether tangible or intangible, all inventory sold in conjunction with the disposition of fixed assets and all securities);

(xx) any non-cash portion of net profits of Affiliates and any other profits in respect of investments which are accounted for on an equity basis.

(xxi) amounts in respect of gains of non-controlling interests, if any; and

(xxii) any other non-cash gains which have been added in determining Net Income;

all determined in accordance with IFRS and in each case, to the extent that such amounts were included in the calculation of Net Income for such period;

And notwithstanding the above definition, the following will be added back into the determination of EBITDA: (i) the Corporation's share of non-cash expenses (such as depreciation of equipment and amortization of placement fees) included in net profit or loss from investees accounted for on equity basis; and (ii) the Corporation's share of any other EBITDA adjustments (such as interest expense and financings costs) included in net profit or loss from investees accounted for on equity basis;".

(b) The definition of "Equity" in Section 1.1 of the Debenture Indenture is hereby deleted in its entirety and replaced with the following:

""**Equity**" means, in respect of any Person at any time, the aggregate amount of:

(i) the stated capital of all of the outstanding shares or other ownership interest of that Person;

(ii) that Person's accumulated retained earnings;

(iii) the amount, without duplication, of any contributed surplus all as set forth in the financial statements for that Person as at the end of its most recently completed fiscal quarter; and

(iv) the amount of any loans from shareholders of that Person which have been fully subordinated and postponed to the Debentures on terms and conditions satisfactory to the Trustee;

but shall exclude the following:

(v) any non-cash transaction and financing related expenses and charges (to the extent not capitalized) incurred by the Corporation or its Subsidiaries, including but not limited to expenses incurred in connection with the consummation of the Reverse Take-Over and related acquisitions, and any other future acquisition of Equity Interest by the Corporation or any of its Subsidiaries;

(vi) any aggregate net loss arising from the calculation of the value of the conversion feature of the Debentures, and the secured convertible debentures issued by the Corporation by way of private placement effective September 30, 2013; and

(vii) the fair market value of any Agents' Warrants, Stock Options and Restricted Share Units;".

(c) The definition of "Total Interest Expense" in Section 1.1 of the Debenture Indenture is hereby deleted in its entirety and replaced with the following

""**Total Interest Expense**" of a Person means, for any period and on a consolidated basis, without duplication, the aggregate actual amount of interest accrued on Debt, as determined in accordance with IFRS, and expressly excludes accretion or non-cash expense, discount and financing fees and commissions and all other charges that are not interest expense;”.

(d) Section 1.1 of the Debenture is hereby amended by adding the following new definitions in alphabetical order:

““**Agents’ Warrants**” means share purchase warrants issued by the Corporation as compensation for arranging debt or equity financings;”;

““**Restricted Share Units**” means rights granted by the Corporation to receive Common Shares in the capital of the Corporation or cash payments;”;

““**Reverse Take-Over**” means the acquisition by the Corporation of Poydras Specialty Finance Corp. by way of a reverse-take over on May 9, 2014;”; and

““**Stock Options**” means options to purchase Common Shares in the capital of the corporation;”.

2.2 <u>Other Provisions</u>

Section 8.1(k) of the Debenture Indenture is hereby deleted in its entirety and replaced with the following:

“(k) at all times maintain, on a consolidated basis:

(i) a Debt to Equity Ratio shall not be in excess of 3.5 to 1, tested at the end of each fiscal quarter of the Corporation, provided that the first test of the Debt to Equity Ratio shall be made for the quarter ending September 30, 2015; and

(ii) an Interest Coverage Ratio of not less than 2 to 1, tested at the end of each fiscal quarter of the Corporation, provided that the first test of the Interest Coverage Ratio shall be made for the quarter ending March 31, 2016;”

ARTICLE 3
SUPPLEMENTAL INDENTURE

3.1 <u>Supplemental Indenture</u>

This Supplemental Debenture Indenture is supplemental to the Debenture Indenture and the Debenture Indenture shall henceforth be read in conjunction with this Supplemental Debenture Indenture and the Debenture Indenture and this Supplemental Debenture Indenture shall hence forth have effect so far as practicable as if all the provisions of the Debenture Indenture and this Supplemental Debenture Indenture were contained in the one instrument.

3.2 <u>No Other Amendments</u>

Save and except as specifically provided herein, all of the other terms and conditions of the Debenture Indenture shall continue in full force and effect, unamended.

ARTICLE 4
ACCEPTANCE OF THE DEBENTURE TRUSTEE

4.1 Acceptance

The Debenture Trustee hereby accepts this Supplemental Debenture Indenture declared and provided and agrees to perform the same upon the terms and conditions set forth herein and in the Debenture Indenture, as supplemented and amended hereby.

[*Remainder of page intentionally left blank. Signature page follows*]

IN WITNESS WHEREOF the parties hereto have executed this Supplemental Debenture Indenture by the hands of their proper officers in that behalf.

POYDRAS GAMING FINANCE CORP.

By: ________________________________

Name:

Title:

COMPUTERSHARE TRUST COMPANY OF CANADA

By: ________________________________

Name:

Title:

By: ________________________________

Name:

Title: