

ATTACHMENT 3: WAIVER, RELEASE, COVENANT NOT TO SUE AND INDEMNIFICATION

This Waiver, Release, Covenant Not to Sue and Indemnification Agreement ("**Agreement**") is entered into by and between the New York State Gaming Facility Location Board ("**Board**") and each of the Applicant, the Applicant's direct and indirect owners, the Manager, and the Manager's direct and indirect owners, all as more specifically set forth on the signature page hereto (hereinafter "**Proposer**").

WHEREAS, Proposer is, or has a proprietary or direct or indirect ownership relationship with, a Manager or an Applicant that is filing or has filed an application ("**Application**") for a gaming facility license ("**License**") pursuant to Chapter 174 of the Laws of 2013, Upstate New York Gaming Economic Development Act of 2013, as amended by Chapter 175 of the Laws of the 2013, each of the State of New York (the "**Act**");

WHEREAS, in consideration of the Board's acceptance of the Application for review, the Board has required the Proposer to agree to release, indemnify and hold harmless the Board and the New York State Gaming Commission, and the State of New York and their respective representatives, agents, employees, officers, directors, elected or appointed officials commissioners, consultants and board members (collectively the "**New York Agencies**"), as more fully set forth below, and to waive any current or future, known and unknown, claim, appeal, review or reconsideration concerning, related to, or in any way involving: (i) the Act, the Application process, the consideration, selection and evaluation of any Application, and the administration of the Act; (ii) the investigation of any Applicant, Manager or Related Party with respect to any Application; (iii) the release or disclosure of any information provided by any Applicant or Manager or owner of an Applicant or Manager, or otherwise obtained during the Application and investigation process; (iv) the issuance of any License; or (v) the use, investigation or processing of any information found or provided during the Application and investigation process.

WHEREAS, the Proposer is a sophisticated business/person, has been represented by counsel and other advisors and/or consultants and has not relied upon anything the New York Agencies have communicated but instead on its own investigation, review and inquiry and determined to submit his/her/its Application and to release, waive and surrender any claim, past, present or future, and to indemnify and defend the New York Agencies from any claim involving the Application or the Application process.

WHEREAS, the Proposer acknowledges and agrees that the receipt and acceptance by the Board of the Application is full and adequate consideration for the promises, covenants and undertakings in this Agreement.

NOW, THEREFORE, it is hereby agreed:

1. The recitals are incorporated herein and made a part of the Agreement;
2. Proposer, on behalf of himself/herself/itself and his/her/its agents, servants, representatives, affiliates, parents, subsidiaries, directors, officers, employees, assigns, predecessors and successors (and their heirs, estates, executors, spouses), covenants and agrees to release, waive, covenant not to sue or make any current or future, known and unknown, claim for damages, costs, fees, expenses or request any relief whatsoever, including but not limited to equitable relief arising from, related to or otherwise involving: (i) the Act, the Application process, the consideration, selection and evaluation of any Application and the administration of the Act; (ii) the investigation of any Applicant, Manager or Related Party with respect to any Application; (iii) the release or disclosure of any information provided by any Applicant or Manager or

owner of an Applicant or Manager or otherwise obtained during the Application and investigation process; (iv) the issuance of any License; or (v) the use, investigation or processing of any information found or provided during the Application and investigation process.

3. The Proposer on behalf of himself/herself/itself and his/her/its agents, servants, representatives, affiliates, parents, subsidiaries, directors, officers, employees, assigns, predecessors and successors (and their heirs, estates, executors, spouses) covenants and agrees not to seek appeal, review or reconsideration of any decision or action of the New York Agencies.
4. Proposer, on behalf of himself/herself/itself and his/her/its agents, servants, representatives, affiliates, parents, subsidiaries, directors, officers, employees, assigns, predecessors and successors (and their heirs, estates, executors, spouses) covenants and agrees to indemnify, defend and hold the New York Agencies harmless from and against any current or future, known and unknown, claim, cause, suit, cause of action, damages, costs, damages and expense, including attorney's fees, (whether known or unknown, suspected or unsuspected, contingent or liquidated) arising from or related to or otherwise involving: (i) the Act, the Application process, the consideration, selection and evaluation of any Application and the administration of the Act; (ii) the investigation of any Applicant, Manager or Related Party with respect to any Application; (iii) the release or disclosure of any information provided by any Applicant or Manager or owner of an Applicant or Manager or otherwise obtained during the Application and investigation process; (iv) the issuance of any License; or (v) the use, investigation or processing of any information found or provided during the Application and investigation process.
5. Each of the promises, covenants and agreements set forth in Paragraphs 1-4 above run in favor of the New York Agencies.
6. Capitalized terms used but not defined in this Agreement shall have the meanings defined in the Board's Request for Applications under the Act dated March 31, 2014, as the same may be amended from time to time.

SIGNATURE PAGE TO WAIVER, RELEASE, COVENANT NOT TO SUE
AND INDEMNIFICATION AGREEMENT

NEW YORK GAMING FACILITY LOCATION BOARD

By: _____

Its: _____

Dated: _____

APPLICANT

Traditions Resort and Casino, LLC

Signature: William Walsh

Print Name: William Walsh

Print Title: MANAGING MEMBER

DIRECT AND INDIRECT OWNERS OF APPLICANT

Signature: William Walsh

Print Name: William Walsh

Signature: Peter Walsh

Print Name: PETER WALSH

Signature: Matthew Walsh

Print Name: Matthew Walsh

**COUNTERPART SIGNATURE PAGE TO WAIVER, RELEASE, COVENANT NOT TO SUE
AND INDEMNIFICATION AGREEMENT**

DIRECT AND INDIRECT OWNERS OF MANAGER

SENECA GAMING CORPORATION

By: Catherine A. Walker
Name: Catherine A. Walker
Title: President and CEO

Dated as of: June 30, 2014

SENECA NIAGARA FALLS GAMING CORPORATION

By: Catherine A. Walker
Name: Catherine A. Walker
Title: President and CEO

Dated as of: June 30, 2014

LEWISTON GOLF COURSE CORPORATION

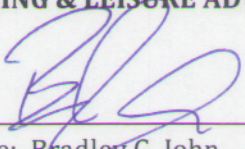
By: Catherine A. Walker
Name: Catherine A. Walker
Title: President and CEO

Dated as of: June 30, 2014

**COUNTERPART SIGNATURE PAGE TO WAIVER, RELEASE, COVENANT NOT TO SUE AND
INDEMNIFICATION AGREEMENT**

MANAGER

GAMING & LEISURE ADVISORS, LLC

By:  _____

Name: Bradley G. John

Title: Chairman

Date: 6/24/14 _____

NANCY J. LYNCH
Notary Public, State of New York
Qualified in Niagara County
My Commission Expires May 30, 20 18