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Katrina Haynes  
First National Financial Title Services, Inc.  
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File No. H9690-J

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Doc# 1710917074 Fee \$56.00  
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KAREN A. YARBROUGH  
COOK COUNTY RECORDER OF DEEDS  
DATE: 04/19/2017 02:40 PM PG: 1 OF 10

This document was prepared by:

Cahill Gordon & Reindel LLP  
80 Pine Street  
New York, New York 10005  
Attention: Artemis Anninos, Esq.

Permanent Tax Index Number:  
See Exhibit A

Property Addresses:  
3401 N. California Avenue  
Chicago, IL 60613-5809  
and  
2718 W. Roscoe Street  
Chicago, IL 60618

*Space above this line for recording data.*

FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is dated as of April 5, 2017, (the "Effective Date"), by WILLIAMS ELECTRONICS GAMES, INC., a Delaware corporation, having an office at 750 Lexington Avenue, New York, New York 10022 (the "Mortgagor"), to DEUTSCHE BANK TRUST COMPANY AMERICAS, having an office at 60 Wall Street, New York, NY 10022, in its capacity as Collateral Agent for the Secured Parties, as mortgagee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Mortgagee"). Capitalized terms used in this Amendment shall have the same meanings as in the Original Mortgage (as defined below) unless otherwise defined in this Amendment.

**RECITALS:**

A. Mortgagor previously executed and delivered to Mortgagee that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of January 21, 2015 and recorded on January 28, 2015, as document number 1502817005 in the Official Records of the County of Cook, State of Illinois encumbering the Mortgaged Property as more particularly described therein, including certain Land, Improvements and Fixtures located in Cook County in the State of Illinois (the "Original Mortgage").

B. Mortgagor is the owner of that certain fee estate and the easements related thereto, in each case, in the real property more particularly described on **Exhibit A** attached hereto and the Mortgaged Property as more fully described in the Original Mortgage.

C. As more fully described in the Original Mortgage, the Original Mortgage secures all Obligations, which include, without limitation, (i) the Obligations comprised of, among other things, obligations under the Indenture dated as of November 21, 2014, as supple-

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mented by that certain supplemental indenture, dated as of November 21, 2014 (the “Existing Indenture”) and the Notes issued thereunder (the “Existing Notes”) and (ii) Additional Pari Passu Lien Obligations (as defined in the Collateral Agreement as amended by that certain Amendment No. 1 dated as of February 14, 2017) that may be incurred from time to time under Additional Pari Passu Agreements.

D. The Existing Indenture was supplemented by that certain Supplemental Indenture dated as of February 14, 2017 (the “February 2017 Supplemental Indenture”) by and among Scientific Games International, Inc., a Delaware corporation (the “Company”), the Guarantors (as defined therein) and the Mortgagee, as trustee and collateral agent, to, among other things, provide for the issuance of an additional \$1,150,000,000 aggregate principal amount of the Company’s 7.000% Senior Secured Notes due 2022 (the “February 2017 Additional Notes”).

E. The February 2017 Additional Notes constitute Additional Securities as defined in and pursuant to the Existing Indenture and as such, the obligations of the Company and Guarantors with respect thereto are intended to be secured by the lien of the Original Mortgage on an equal and ratable basis with the Existing Notes and such other Additional Pari Passu Lien Obligations.

F. Mortgagor and Mortgagee desire to, among other things, (i) give notice of the execution and delivery of the February 2017 Supplemental Indenture and the issuance of the February 2017 Additional Notes under the Supplemental Indenture, (ii) give notice of the other matters described in the immediately preceding Recitals and (iii) confirm that the Original Mortgage remains in full force and effect, except only to the extent expressly modified by this Amendment.

G. The indebtedness consisting of the Obligations is continuing, is not being repaid or discharged in whole or in part, and no change is being made to the Obligations except pursuant to the February 2017 Supplemental Indenture, the February 2017 Additional Notes and the other agreements executed in connection therewith.

## AGREEMENT:

NOW, THEREFORE, Mortgagor and Mortgagee agree and give notice as follows.

1. Amendment.

The Original Mortgage is hereby amended as follows:

1.1. Appendix A.

A. The reference to “\$950,000,000.00” in Section 1 of Appendix A of the Original Mortgage is hereby deleted and replaced with “\$2,100,000,000.00”.

B. The reference to “\$1,900,000,000.00” in Section 5 of Appendix A of the Original Mortgage is hereby deleted and replaced with “\$4,200,000,000.00”

1.2. Definition of “Mortgage.” Whenever referred to herein or in the Original Mortgage, “Mortgage” shall mean the Original Mortgage, as amended by this Amendment, as the same may be further amended, amended and restated, supplemented or otherwise modified from time

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to time, including any modification changing the amount, the interest rate or other terms of the Obligations or giving notice of any such changes or restructuring, refunding, refinancing or increasing the indebtedness under such agreement or successor agreement. Any future amendment, amendment and restatement, supplementation, or other modification of the Mortgage may or may not be recorded.

2. Taxes. Mortgagor shall pay all mortgage recording taxes, filing fees, recording fees, and other taxes imposed or assessed upon this Amendment, including all taxes, penalties, and interest for the foregoing.

3. Confirmation and Ratification of Original Mortgage.

Except as modified by this Amendment, the Original Mortgage shall continue in full force and effect. Nothing in this Amendment is intended to waive any rights or remedies of Mortgagee under the Original Mortgage, or (except to the extent, if any, expressly stated herein) any defaults of Mortgagor under the Original Mortgage. The Original Mortgage shall continue to be a valid and subsisting lien against the Mortgaged Property. Nothing contained in this Amendment shall be construed as (a) a novation of the Obligations or (b) a release or waiver of all or any portion of the grant or conveyance to the Mortgagee of the Mortgaged Property.

4. No Change in Mortgage Priority.

4.1. Changes to Obligations: Effect of Change(s). No Change (as hereinafter defined) shall impair, reduce or subordinate, in whole or in part, the priority of the lien of the Mortgage as against the liens of Junior Lien Claimants (as hereinafter defined), and the Mortgage shall continue to secure the Obligations, with the same priority of lien as the Original Mortgage regardless of any Changes, whether or not: (a) any notice is recorded with respect to such Change, (b) such Change increases the principal amount (subject to any express limitations thereon set forth in the Mortgage) or the interest rate of the Obligations or otherwise adversely affects Junior Lien Claimants, or (c) Mortgagor executes or delivers new or additional note(s) to evidence or confirm such Change.

4.2. Notice to Junior Lien Claimants. All actual and potential Junior Lien Claimants are hereby placed on notice that (i) the Obligations are subject to Change(s) and (ii) the Original Mortgage provided and gave notice that it secured the Obligations arising both under the Notes Documentation as originally executed and delivered and under the Notes Documentation as affected by one or more Changes. Junior Lien Claimants should not assume that they will be notified of any amendment of the Notes Documentation or of the Obligations that occurs before or after the recording of their lien. By taking or accepting an interest in the Mortgaged Property subject to the Mortgage, each Junior Lien Claimant acknowledges and agrees to the provisions of this Section 4.

4.3. Interaction with Notes Documentation. Nothing in this Section 4 shall be deemed to limit or waive any restrictions or prohibitions on transfers and/or junior liens set forth in the Notes Documentation.

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#### 4.4. *Definition:*

A “Junior Lien Claimant” means any holder of any interest or claim that affects any Mortgaged Property or estate or interest therein, which interest or claim is recorded after the date the Original Mortgage was originally recorded or that is otherwise, or is intended to be, junior and subordinate to the lien of the Mortgage.

“Change” means (i) any amendment, modification, extension, renewal, restatement, increase, re-pledge, supplement, or other change, from time to time, to the Obligations, (ii) the execution and delivery of this Amendment or of any subsequent or prior amendment restatements, supplements, or other modifications of the Mortgage and (iii) any amendments, restatements, supplements, or other modifications of the Notes Documentation, in each case including, without limitation, all or any of the following: (A) complete or partial amendment and restatement of any or all terms and conditions of the Obligations; (B) modifications of the required principal and/or interest payment dates, deferring or accelerating such payment dates in whole or in part; (C) modifications, extensions or renewals at a different rate of interest; (D) increases in any amount in the principal or interest rate of the Obligations; and/or (E) modifications or additional amounts advanced with respect to the Obligations.

#### 5. *February 2017 Additional Notes and February 2017 Supplemental Indenture.*

The parties hereby give notice that, as described in the Recitals to this Amendment, (i) the February 2017 Additional Notes, the February 2017 Supplemental Indenture, and the other agreements evidencing or governing the February 2017 Additional Notes and the February 2017 Supplemental Indenture shall be included within the definition of “Notes Documentation”, (ii) the obligations of the Issuers and the Guarantors under the February 2017 Additional Notes, the February 2017 Supplemental Indenture, and the other agreements evidencing or governing the February 2017 Additional Notes and the February 2017 Supplemental Indenture shall be included as “Obligations” and (iii) the holders of the obligations described in clause (ii) of this Section 5 shall be included as “Secured Parties”.

#### 6. *Future Amendments.*

The Mortgage, cannot be further altered, amended, modified, terminated, waived, released, or discharged, except in accordance with the provisions of the Mortgage. Any amendment of the Notes Documentation or of the Obligations may or may not be recorded. Any such amendment shall be fully effective whether or not recorded, without thereby impairing or reducing the priority of the lien of the Mortgage or constituting a novation.

#### 7. *Effect of Amendment.*

Except as, and to the extent, specifically modified or amended by this Amendment, the Original Mortgage is and remains in full force and effect according to the terms thereof. If it is determined that any person or entity except Mortgagee has a lien, encumbrance, or claim of any type with priority over any term of this Amendment, the original terms of the Notes Documentation and Original Mortgage shall be severable from this Amendment and separately enforceable from the terms thereof (as modified hereby) in accordance with their original terms, and Mortgagee shall continue to hold the benefit of all legal or equitable priorities that existed before the Effective Date.

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Any legal or equitable priorities of Mortgagee over any party that existed before the Effective Date shall remain in effect after the Effective Date.

8. GOVERNING LAW.

THIS AMENDMENT SHALL BE CONSTRUED, INTERPRETED AND GOVERNED IN ACCORDANCE WITH THE ORIGINAL MORTGAGE.

9. Counterparts.

This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank.]

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the Effective Date.

## MORTGAGOR

WILLIAMS ELECTRONICS GAMES, INC., a Delaware corporation

By: *Michael Quartieri*

Name: Michael A. Quartieri

Title: Treasurer and Secretary

STATE OF NEVADA

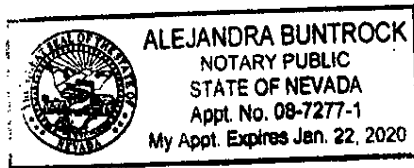
CLARK COUNTY

)  
) SS  
)

I, *Alejandra Buntrock* a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael A. Quartieri, the Treasurer and Secretary, of WILLIAMS ELECTRONICS GAMES, INC., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Treasurer and Secretary, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this *28<sup>th</sup>* day of *March*, 2017.

[SEAL]



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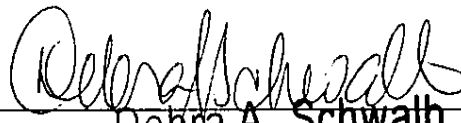
IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the Effective Date.

## MORTGAGEE

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Collateral Agent

By: Deutsche Bank National Trust Company

By:   
Name: Chris Niesz  
Title: Assistant Vice President

By:   
Name: Debra A. Schwalb  
Title: Vice President

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STATE OF )  
                  )       SS  
COUNTY    )

I, Kathryn Fischer a Notary Public in and for said County, in the State aforesaid, do hereby certify that Chris Niesz and Debra A. Schwalb, the Assistant Vice President and Vice President of Deutsche Bank National Trust Company, on behalf of of DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Vice President appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29 day of March, 2017.

[SEAL]

Kathryn Fischer  
KATHRYN FISCHER  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2438783  
My Commission Expires 9/24/2018



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## EXHIBIT A

### Legal Description

All that certain (or those certain) parcel(s), plot(s) or piece(s) of real property, including improvements and fixtures, more particularly described as follows, located in the counties more particularly described as follows or on the supplemental page(s) attached hereto:

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**3401 N. California Avenue  
Chicago, IL 60618-5809**

Pin #: 13-24-400-003-0000  
13-24-400-006-0000

As to Tract 1:

Parcel 1:

A tract of land, lying West of a line which is 389 feet and 3 inches (measured along the North line of West Roscoe Street) East of the East line of North California Avenue and which runs North from and at right angles to the said North line of West Roscoe Street which tract of land aforesaid is contained in the following described land:

Commencing at a point in the North and South center line of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian, 1238.5 feet North of the South line of said Section running thence East to a point on or near the West bank of the North branch of the Chicago River and distance from the point of beginning 719.2 feet; thence North 7 degrees 30 minutes West, 303.5 feet to a point West of said North Branch of the Chicago River; thence West 679.2 feet to said North and South center line of said Section 24; thence South along said North and South center line 300 feet to the point of beginning, (excepting from the said tract the west 33 feet taken for North California Avenue and the South 33 feet taken for Roscoe Street), in Cook County, Illinois

Parcel 3:

The North 56 feet of the South 1594.4 feet of the South East 1/7 section 24, Township 40 North, Range 13 East of the Third Principal Meridian, lying West of the North Branch of the Chicago River as established and used by the Sanitary District of Chicago, and East of a line 308.77 feet East of and parallel with the West line of said South East 1/4 of Section 24, being a part of Lot 17 in the County Clerk's Division of unsubdivided lands in the South East 1/4 of said Section 24, in Cook County, Illinois.

**2718 W. Roscoe Street  
Chicago, IL 60618**

Pin #: 13-24-400-004

As to Tract 2:

A tract of land lying East of a line which is 389 feet 3 inches (measured along the North line of West Roscoe Street) East of the East line of North California Avenue and which runs North from and at right angles to said North line of West Roscoe Street, which tract of land aforesaid is contained in the following described land: commencing at a point in the North and South center line of Section 24, Township 40 North, Range 13, East of the Third Principal Meridian, 1238.5 feet North of the South line of said Section running thence East to

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a point on or near the West Bank of the North Branch of the Chicago River and distant from the point of beginning, 719.2 feet; thence North 7 degrees 30 minutes West 303.5 feet to a point West of said North Branch of the Chicago River; thence West 679.2 feet to said North and South center line of said Section; thence South and along said North and South center line 300 feet to the point of beginning (except from said tract of land the East 91.9 feet of said premises taken and appropriated for the purpose of straightening said North Branch of the Chicago River and also excepting therefrom the South 33 feet thereof dedicated for street purposes September 12, 1894) in Cook County, Illinois.

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