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Permanent Tax Index Number:  
See Exhibit A

Property Addresses:  
3401 N. California Avenue  
Chicago, IL 60618-5909  
and  
2704 W. Roscoe Street  
Chicago, IL 60618



Doc# 1904517121 Fee \$58.25  
RHSP FEE:\$9.00 RPRF FEE: \$1.00  
EDWARD M. MOODY  
COOK COUNTY RECORDER OF DEEDS  
DATE: 02/14/2019 03:37 PM PG: 1 OF 10

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FIFTH AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS FIFTH AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is dated as of January 22, 2019 (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 BANK OF AMERICA, N.A., a national banking association, having an office at 901 Main Street, Dallas, Texas 75202, in its capacity as Collateral Agent for the Lenders (as defined in the Mortgage), 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 Existing 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 December 16, 2013 and recorded on January 16, 2014, as document number 1401610033 in the Official Records of the County of Cook, State of Illinois (the "Original Mortgage"), as amended and restated by that certain Amended and Restated 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 1502817006 in the Official Records of the County of Cook, State of Illinois (the "Amended and Restated Mortgage"), as amended by that certain First Amendment to Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and

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Fixture Filing dated as of February 24, 2015, and recorded on March 12, 2015, as document number 1507115034 in the Official Records of the County of Cook, State of Illinois (the "First Amendment to Amended and Restated Mortgage"), as further amended by that certain Second Amendment to Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of April 5, 2017, and recorded on April 19, 2017, as document number 1710917075 in the Official Records of the County of Cook, State of Illinois (the "Second Amendment to Amended and Restated Mortgage"), as further amended by that certain Third Amendment to Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of September 28, 2017, and recorded on October 6, 2017, as document number 1727915151 in the Official Records of the County of Cook, State of Illinois (the "Third Amendment to Amended and Restated Mortgage") and as further amended by that certain Fourth Amendment to Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of April 13, 2018, and recorded on April 25, 2018, as document number 1811540007 in the Official Records of the County of Cook, State of Illinois (the "Fourth Amendment to Amended and Restated Mortgage"; the Original Mortgage, as amended and restated by the Amended and Restated Mortgage and as amended by the First Amendment to Amended and Restated Mortgage, the Second Amendment to Amended and Restated Mortgage, the Third Amendment to Amended and Restated Mortgage and the Fourth Amendment to Amended and Restated Mortgage, the "Existing Mortgage") encumbering the Mortgaged Property including certain Land, Improvements and Fixtures located in Cook County in the State of Illinois, more particularly described therein.

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 Existing Mortgage.

C. As more fully described in the Existing Mortgage, the Existing Mortgage secures all Obligations including, without limitation, those under that certain Credit Agreement dated as of October 18, 2013 (the "Original Credit Agreement") as such Original Credit Agreement has been amended by that certain Amendment No. 1 dated as of October 1, 2014 ("Amendment No. 1"), as further amended by that certain Lender Joinder Agreement dated as of February 11, 2015 (the "February 2015 Lender Joinder"), as further amended by that certain Amendment No. 2 dated as of February 14, 2017 ("Amendment No. 2"), as further amended by that certain Amendment No. 3 dated as of August 14, 2017 ("Amendment No. 3"), as further amended by that certain Lender Joinder Agreement dated as of December 21, 2017 (the "December 2017 Lender Joinder"), as further amended by that certain Increase Supplement dated as of February 14, 2018 (the "February 2018 Increase Supplement"), and as further amended by that certain Amendment No. 4, dated as of February 14, 2018 ("Amendment No. 4"); the Original Credit Agreement as amended by Amendment No. 1, the February 2015 Lender Joinder, Amendment No. 2, Amendment No. 3, the December 2017 Lender Joinder, the February 2018 Increase Supplement and Amendment No. 4, the "Existing Credit Agreement"), as either the Obligations or the Credit Agreement may be further amended, waived, supplemented or otherwise modified from time to time, with or without record notice of such amendment, amendment and re-statement, supplementation or other modification.

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D. Borrower and Mortgagee have further amended the Existing Credit Agreement pursuant to the terms and conditions of (i) that certain Lender Joinder Agreement dated as of October 18, 2018 (the "October 2018 Lender Joinder") which reconfirms the Existing Credit Agreement and provides for (a) a Supplemental Revolving Commitment Increase (as defined in the Credit Agreement) by the Additional Commitment Lender (as defined in the October 2018 Lender Joinder) in the aggregate principal amount of \$50,000,000.00 and (b) certain other changes as set forth therein, (ii) that certain Lender Joinder Agreement dated as of December 12, 2018 (the "First December 2018 Lender Joinder") which reconfirms the Existing Credit Agreement and provides for (a) a Supplemental Revolving Commitment Increase (as defined in the Credit Agreement) by the Additional Commitment Lender (as defined in the First December 2018 Lender Joinder) in the aggregate principal amount of \$75,000,000.00 and (iii) that certain Lender Joinder Agreement dated as of December 12, 2018 (the "Second December 2018 Lender Joinder"; and together with the October 2018 Lender Joinder and the First December 2018 Lender Joinder, collectively, the "Credit Agreement Amendments") which reconfirms the Existing Credit Agreement and provides for (a) a Supplemental Revolving Commitment Increase (as defined in the Credit Agreement) by the Additional Commitment Lender (as defined in the Second December 2018 Lender Joinder) in the aggregate principal amount of \$50,000,000.00 and

E. Mortgagor and Mortgagee desire to, among other things, give notice of the amendments to the Existing Credit Agreement reflected in the Credit Agreement Amendments and to confirm that the Existing Mortgage remains in full force and effect, except only to the extent expressly modified by this Amendment.

F. 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 Credit Agreement Amendments.

## AGREEMENT:

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

1. Amendment.

The Existing Mortgage is hereby amended as follows:

1.1. *Definition of "Credit Agreement."* Whenever referred to herein or in the Existing Mortgage, "Credit Agreement" shall mean the Existing Credit Agreement, as amended by the Credit Agreement Amendments, as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, including any modification changing the amount, maturity date, the interest rate or other terms of the Obligations or giving notice of any such changes; which term shall also include and refer to any increase in the amount of indebtedness under the Credit Agreement and any refinancing or replacement of the Credit Agreement (whether under a bank facility, securities offering or otherwise) or one or more successor or replacement facilities whether or not with a different group of agents or lenders (whether under a bank facility, securities offering or otherwise) and whether or not with different obligors upon

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the Administrative Agent's acknowledgment of the termination of such agreement or successor agreements.

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

1.3. *Definition of "Obligations."* Whenever referred to herein or in the Existing Mortgage, "Obligations" shall mean the Obligations, as amended and modified by the Credit Agreement Amendments, and as may be further amended, amended and restated, waived, and otherwise modified from time to time if and when the Credit Agreement is further amended, amended and restated, waived, or otherwise modified from time to time, including any modification changing the amount, the interest rate or restructuring, refinancing or increasing the indebtedness or altering the Obligations under such agreement or successor agreement.

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 Existing Mortgage.*

Except as modified by this Amendment, the Existing Mortgage shall continue in full force and effect. In all other respects Mortgagor and Mortgagee fully confirm and ratify the Existing Mortgage, the Credit Agreement, and the other Loan Documents except as expressly modified pursuant to this Amendment or the Credit Agreement Amendments. Nothing in this Amendment is intended to waive any rights or remedies of Mortgagee under the Existing Mortgage, or (except to the extent, if any, expressly stated herein) any defaults of Mortgagor under the Existing Mortgage. The Existing 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 Existing 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

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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 Existing Mortgage provided and gave notice that it secured the Obligations arising both under the Loan Documents as originally executed and delivered and under the Loan Documents as affected by one or more Changes. Junior Lien Claimants should not assume that they will be notified of any amendment of the Loan Documents 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 Loan Documents.* 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 Loan Documents.

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 Credit Agreement or the other Loan Documents, 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. Credit Agreement Amendments.

The parties hereby give notice that the Existing Credit Agreement has been amended, pursuant to the Credit Agreement Amendments.

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 Loan Documents or of the Obligations may or may not be recorded. Any such amendment shall

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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 Existing 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 Loan Documents and Existing 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. 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 EXISTING 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.

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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:

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

Pin #s: 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.

**2704 W. Roscoe Street  
Chicago, IL 60618**

Pin #: 13-24-400-004

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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 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.

PROPERTY OF COOK COUNTY CLERK'S OFFICE