

FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT

Regardless of the date of execution, this First Amendment to Revocable License Agreement (the "First Amendment") shall be deemed made, entered into and effective as of January 1, 2017 (the "Effective Date", by and between **CBAC Borrower, LLC d/b/a Horseshoe Baltimore Casino By Its Manager: Caesars Baltimore Management Company, LLC** ("Licensor"), located at 1525 Russell Street, Baltimore, Maryland 21230 and **Ettractions, Inc.** ("Licensee"), located at 11 Largo Drive South, Stamford, Connecticut 06907. Licensor and Licensee may be referred to herein in the singular as the "Party" or collectively as the "Parties". All capitalized terms used in this First Amendment and not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

RECITALS:

WHEREAS, Licensor and Licensee, are Parties to a Revocable License Agreement ("Agreement") dated October 1, 2016; and

WHEREAS, the Parties desire to amend the Agreement to change and clarify certain terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. **Licensee Obligations:** Section 4.b is deleted in its entirety and replaced with the following:

"b. Licensee shall add a free profile on their website, www.ettractions.com, and a free profile on Licensor's ExploreBoard™, in addition to all other ExploreBoard™ in the Baltimore area. Licensee is not advertising the ExploreBoard™ at Licensor's Premises, only providing a listing of locations to potential advertisers."

2. **Suitability and Ethics and Compliance Program:** Section 26 shall be deleted in its entirety and replaced with the following:

"Suitability.

a. As a holder of privileged gaming licenses, Licensor and its affiliates are required to adhere to strict laws and regulations regarding vendor and other business relationships or associations. If at any time Licensor determines, in its sole discretion, that its association with Licensee could violate any statutes and/or regulations regarding prohibited relationships with gaming companies, or if Licensor determines, in its sole discretion, that it would be in its best interest to terminate its relationship with Licensee in order to protect any proposed or pending licensing applications or any of its privileged gaming licenses, Licensor may immediately terminate this Agreement. Licensee agrees to cooperate with Licensor, if requested, to undergo a background investigation to comply with Licensor compliance policies and to continue to cooperate with Licensor throughout the term of this Agreement to establish and maintain Licensee suitability. During the term of this Agreement, to the extent that any prior disclosure becomes inaccurate, including but not limited to the initiation of any criminal proceeding or any civil or administrative proceeding or process which alleges any violations of law, involving Licensee or any of Licensee's owners or key principals, Licensee shall disclose the information to Licensor within 10 calendar days from that event. Licensee agrees to comply with any background investigation conducted in connection with the disclosure of this updated information. Under this paragraph, for privately held companies, "owner" shall mean any holder of an interest in the Licensee, and for publicly-traded entities shall mean any holder of a 5% or greater interest unless that interest meets the definition of an institutional investor as that term is defined in the gaming laws of Nevada. If Licensee is or becomes required to be licensed by any federal, state, and/or local gaming regulatory agency, Licensee shall secure said licensing at its sole cost and expense, or if it fails to become so licensed, or, once licensed, fails to maintain such license or fails to continue to be suitable by the governmental licensing agency, Licensor may immediately terminate this Agreement. Notwithstanding any other terms of this Agreement, in the event of termination of this Agreement pursuant to this Section, Licensor shall have no further liability to Licensee, except for any obligations pursuant to any work performed prior to the date that

such termination becomes effective, unless otherwise prohibited by a gaming regulatory agency. Licensee agrees to notify Licensor of any change of control in its ownership which is defined as any change of ownership of 20% or more of its common stock, or any change of ownership of any of its three largest holders holding 5% or more of the outstanding common stock.

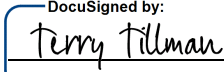
b. Licensee agrees to comply with all federal, state, local, provincial or other laws or regulations applicable to countries outside of the United States, including but not limited to laws and regulations governing anti-corruption, anti-bribery, foreign corrupt practices, and anti-money laundering laws and regulations applicable to its business. Failure to do so could result in termination of this Agreement pursuant to this paragraph.”

- 3. This First Amendment may be executed in one or more counterparts, each of which when executed by the requisite Parties shall be deemed an original document but all of which together shall constitute one agreement.
- 4. In the event of any conflict or inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control.
- 5. It is expressly understood and agreed by the Parties that this First Amendment shall serve as a supplement to the Agreement and all terms, conditions and provisions of the Agreement, unless specifically amended or modified herein, shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective on the day and year first above written.

Etractions, Inc.

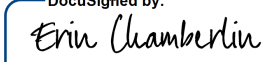
**CBAC Borrower, LLC d/b/a Horseshoe
Baltimore Casino By Its Manager: Caesars
Baltimore Management Company, LLC**

By: 
DocuSigned by:
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Name: Terry Tillman

Title: Sales Manager

Date: 1/4/2017

By: 
DocuSigned by:
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Name: Erin Chamberlin

Title: SVP & General Manager

Date: 1/10/2017