

AMENDMENT AND RESTATEMENT OF THE DEFINITIVE AGREEMENT

THIS AMENDMENT AND RESTATEMENT OF THE DEFINITIVE AGREEMENT is made as of February 4th, 2020

A M O N G:

GTA FINANCECORP INC., a corporation incorporated under the laws of the Province of Ontario (“**GTA**”)

AND:

GTA GW MERGECO, INC., a company existing under laws of Delaware (“**Mergeco**”)

AND:

GAMEWORKS, INC., a company existing under the laws of Delaware (“**GameWorks**”)

AND:

ESPORTS HOLDINGS LLC, a limited liability company existing under the laws of Delaware (“**eSports**”)

WHEREAS the parties hereto and OC2 Capital Corp. (“**OC2**”) entered into a definitive transaction agreement dated October 17th, 2019 (the “**Agreement**”) pursuant to which the parties would effect a reverse merger of GTA through the merger of Mergeco and GameWorks (the “**Transaction**”);

AND WHEREAS unless otherwise defined in this amendment and restatement agreement (the “**A&R Agreement**”), capitalized words shall have the same meaning ascribed to them in the Agreement;

AND WHEREAS pursuant to the Agreement OC2 was obligated to provide the LOC Facility to GameWorks and facilitate the GameWorks Financing;

AND WHEREAS as of the date hereof, OC2 has not fulfilled its obligations under the LOC Facility;

AND WHEREAS the Transaction has not closed as of the Outside Date provided for in the Agreement;

AND WHEREAS the parties hereto wish to extend the Outside Date of the Transaction to permit GameWorks an opportunity to seek alternatives to the LOC Facility and the GameWorks Financing while removing OC2 from its rights and obligations under the Agreement by amending and restating the Agreement.

NOW THEREFORE THIS AGREEMENT WITNESS THAT in consideration of the covenants and agreements herein contained, the parties agree as follows:

1. The Agreement is hereby amended and restated in its entirety other than in respect of the following:
 - (a) OC2 shall no longer be a party to the Agreement and all references to OC2 shall be deleted from the Agreement;
 - (b) All references to “January 31, 2020” in the definition of “Effective Date”, “Outside Date” and Section 7.1(e) are deleted and replaced with “February 29, 2020”.
 - (c) Recital C and the definitions of “LOC Facility”, “LOC Note” and “OC2 Share Issuance” shall be deleted and all references to those definitions in the Agreement shall also be deleted;
 - (d) The definition of “Board Rollover” and Section 6.3(h) shall each be amended to delete reference to “one representative of OC2” or “one (1) nominee of OC2” as applicable;
 - (e) The reference to “OC2” in the definition of “Due Diligence Period” shall be deleted and replaced with “GTA”;
 - (f) The definition of “GameWorks Financing” shall be amended to delete everything following “not less than US\$6,685,000”;
 - (g) Sections 2.2(d), 6.3(n), 6.5 and 7.1(d) shall be deleted in their entirety;
 - (h) Section 6.3(m) shall be amended by adding the following “If GameWorks has not received binding expressions of interest to complete the GameWorks Financing by the Outside Date and elects to terminate this Agreement pursuant to Section 7.1(e), it shall have no liability to GTA other than in respect of its obligation outlined under Section 8.1.”;
 - (i) Section 7.2 shall be amended by deleting everything after the first sentence; and
 - (j) Section 8.1 shall be amended by deleting the first sentence and replacing it with the following: “GameWorks shall be responsible for paying for third party costs of the Merger incurred by GTA after October 17, 2019 to a maximum amount of US\$50,000.
2. Except as amended herein, all other provisions of the Agreement shall remain in full force and effect unamended under the A&R Agreement.
3. This A&R Agreement may be executed in counterparts and may be executed and delivered by facsimile or electronic signature and all such counterparts and facsimiles or electronic copies shall together constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF the parties have executed this Amendment Agreement as of the date first written above.

GTA FINANCECORP INC.

Per: “Brian Crawford”
Name: Brian Crawford
Title: Chief Financial Officer

GTA GW MERGECO, INC.

Per: “Brian Crawford”
Name: Brian Crawford
Title: Chief Financial Officer

GAMEWORKS , INC.

Per: “Philip N. Kaplan”
Name: Philip N. Kaplan
Title: Chief Executive Officer

ESPORTS HOLDINGS LLC

Per: “Randolph T. Abrahams”
Name: Randolph T. Abrahams
Title: President