

**FIRST AMENDMENT TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
ELECTRIC PLAYHOUSE NV LLC**

THIS FIRST AMENDMENT TO THE LIMITED LIABILITY COMPANY AGREEMENT OF ELECTRIC PLAYHOUSE NV LLC (this “**Amendment**”) is entered into on March 16, 2023, to be effective on September 9, 2022 (the “**Effective Date**”), by the undersigned. Capitalized terms used, but not defined, herein shall have the meaning as set forth in that certain Limited Liability Company Agreement of Electric Playhouse NV LLC, effective as of September 9, 2022 (the “**Operating Agreement**”).

WHEREAS, the Members made and entered into the Operating Agreement to establish certain agreements relating to the ownership, management, and operation of the Company;

WHEREAS, Section 11.1 of the Operating Agreement provides that the Operating Agreement shall be amended only with the consent of the Members and the consent of the General Manager; provided, however, that any amendment that would disproportionately and adversely affect the Class A Members as a group shall require the consent of the Members holding a majority of the issued and outstanding Class A Units; provided, further, that the General Manager has the authority to amend the Operating Agreement without the consent of any other person to make any updates necessary to reflect any ministerial changes; and

WHEREAS, this Amendment would not disproportionately and materially adversely affect the economic rights of the Class A Members and further, such Amendment constitutes a ministerial change.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Amendment to Section I of the Operating Agreement. The following definition is added to Section I of the Operating Agreement:

“Consent of the Members” means the consent of the Member or Members holding a majority of the issued and outstanding Class B Units.

2. Miscellaneous.

(a) Full Force and Effect. Other than as set forth in this Amendment, all of the terms and conditions of the Operating Agreement shall continue in full force and effect.

(b) Entire Agreement. This Amendment and the Operating Agreement contain the entire agreement with respect to the subject matter hereof and supersede all prior and contemporaneous agreements respecting such subject matter.

(c) Binding Effect. This Amendment shall inure to the benefit of and be binding upon the Members, the Company and their respective successors and assigns.

(d) Governing Law. This Amendment shall be construed and enforced in accordance with and shall be governed by the laws of the State of Delaware, without regard to conflicts of law principles that would apply the laws of another jurisdiction.

(e) Delivery. Delivery of facsimile or .pdf, or other electronic copies (complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com)) of signature pages for this Amendment shall be valid and treated for all purposes as delivery of the originals.

[Signature on Following Page]

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first written above.

GENERAL MANAGER:

ELECTRIC PLAYHOUSE, INC.

By: 

Brandon Garrett, Chief Executive Officer

Certificate Of Completion

Envelope Id: 042DFBC9E90F4A31996D6636029D4F64	Status: Completed
Subject: Complete with DocuSign: Electric Playhouse NV LLC--First Amendment to the Limited Liability Com...	
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Document Pages: 3	Signatures: 1
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Signer Events

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BRANDON GARRETT		Sent: 3/16/2023 9:35:10 AM
brandon@electricplayhouse.com		Viewed: 3/16/2023 9:42:24 AM
Vice President		Signed: 3/16/2023 9:42:41 AM
Electric PLayerhouse, Inc.	Signature Adoption: Uploaded Signature Image	
Security Level: Email, Account Authentication (None)	Using IP Address: 76.113.107.2	

Electronic Record and Signature Disclosure:
 Accepted: 3/16/2023 9:42:24 AM
 ID: 2f5486e0-335e-4bd5-9e6c-79d5eeab2a23

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/16/2023 9:35:10 AM
Certified Delivered	Security Checked	3/16/2023 9:42:24 AM
Signing Complete	Security Checked	3/16/2023 9:42:41 AM
Completed	Security Checked	3/16/2023 9:42:41 AM
Payment Events	Status	Timestamps
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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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