

ANGEL ^{OF} THE WINDS ARENA

July 16, 2024

Snohomish County Health Department
Attn: Nicole Thomsen
3020 Rucker Avenue, Suite 300
Everett, WA 98201

Re: 2nd Amendment to Agreement dated April 6, 2023 between Snohomish County (“Advertiser”) and Global Spectrum L.P. (“Operator”), operator and manager of Angel Of The Winds Arena (“Facility”).

Dear Nicole,

WHEREAS, Operator, as agent for Owner, and Snohomish County entered into the letter of agreement dated **April 6, 2023** (the “Agreement”) between **Snohomish County** and Operator relating to static and digital advertising at the Facility.

WHEREAS, Operator, as agent for Owner, and Snohomish County amended the Agreement by an amendment dated **April 16, 2024** (the “1st Amendment”).

WHEREAS, Advertiser and Operator desire to further amend the Agreement as described below.

NOW, THEREFORE, in consideration of the mutual covenants herein granted and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments

A. Section 1 **TERM** of the Agreement shall be deleted in its entirety and replaced with the following:
The term of this agreement is twenty (20) months beginning May 1, 2023 and ending December 31, 2024 (“Term”).

B. Section 3 **SPONSORSHIP FEE** of the Agreement shall be deleted in its entirety and replaced with the following:

SPONSORSHIP FEE. As consideration for the above rights and benefits, Advertiser shall pay Operator a net total of Thirty Thousand Dollars (\$30,000). Payment will be invoiced monthly in the amount of One Thousand Five Hundred Dollars (\$1,500).

The term "net," as used above, means the gross sponsorship fee less deductions for any and all agency fees and commissions. Advertiser shall be solely responsible for any agency fees and commissions due to its advertising and media agencies. All remittances shall be made payable to Operator upon receipt of invoice no later than the date(s) specified above. A monthly finance charge of 1.0% or the maximum rate permitted by law (whichever is less) may accrue on all amounts not paid by the due date.

Advertiser's billing address is:

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2. Miscellaneous.


- A. All references to the Agreement in the Agreement or in any other document referencing the Agreement shall be deemed to refer to the Agreement as amended hereby. Except for the modifications set forth above, all of the provisions of the Agreement shall remain unmodified and in full force and effect.
- B. This amendment shall be governed by and construed in accordance with the laws of the state of Washington, without regard to conflicts of law principles.

IN WITNESS THEREOF, the parties have executed this Second Amendment as of the Amendment Effective Date.

AGREED AND ACKNOWLEDGED:

**GLOBAL SPECTRUM, L.P. d/b/a OVG360
as agent for Everett Public Facilities District**

SNOHOMISH COUNTY

By: 

By: _____

Name: Corey Margolis

Name: _____

Title: General Manager

Title: _____

Date: 9/19/24

Date: _____