

**FIRST AMENDMENT TO ARENA FOOTBALL  
2022-2023 USE AGREEMENT**

This First Amendment is made by and between the Spokane Public Facilities District ("**District**"), whose address is 720 West Mallon, Spokane, WA 99201 and Cypress Creek Ventures LLC dba Spokane ("**Shock**"), whose address is 218 Main Street, Suite 514, Kirkland, WA 98033. The District and Shock are jointly referred to as "**Parties.**"

**RECITALS**

A. The Parties entered into an Arena Football 2022-2023 Use Agreement on November 17, 2021 for the purpose of granting facility rental for the 2022-2023 Football Season in the Spokane Arena ("**Use Agreement**").

B. Pursuant to the terms of the Use Agreement, the sum of \$153,650.00 ("**Security Deposit**") was due to be paid by the Shock to the District on or before December 31, 2021. A Notice of Default under Section 20(b) of the Use Agreement for failure by the Shock to pay the Security Deposit was sent on January 11, 2021. The Security Deposit was not paid, and on January 21, 2022 a Notice of Termination was provided pursuant to Sections 20(a) and (c) of the Use Agreement.

C. The Security Deposit was ultimately received by the District on or about January 28<sup>th</sup>, 2022.

D. To further the interests of the parties it is desirable to modify terms of the Use Agreement as set forth below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

1. Original Agreement. The Use Agreement with Exhibits A, B, C, D, & E existing between the District and Shock, dated November 17, 2021, is hereby incorporated by reference as if fully set forth herein ("**Original Agreement**"). This subsequent agreement is considered to be a First Amendment of the Original Agreement.

2. Definitions. Words and phrases not defined herein shall have the same meaning set forth in the Original Agreement.

3. Reinstatement of Use Agreement. Notwithstanding the Notice of Termination referenced in Recital B, the Parties agree that the Use Agreement is hereby reinstated, and shall be in full force and effect. Provided, however, that the defaults by the

Shock, as noted in both the Notice of Default and Notice of Termination (Recital B) are not waived by the District.

4. Third-Party Obligations. Notwithstanding anything to the contrary in the Use Agreement, the District will not renew the Use Agreement for the 2022 or 2023 season if there are fees, costs or other obligations due the District or any service provider authorized to sell goods or services in or for the Premises or any Football Event as incurred by the Shock.

5. Release. As of the date of this First Amendment, the Shock does not have any disputes with or claims against the District, and expressly waives any claim with respect to breach or violation by the District, if any, of the terms and conditions of the Use Agreement, or any other contracts or agreements, in existence as of the Effective Date.

6. Limitation. Nothing contained herein shall be construed as revoking or otherwise altering any of the provisions found in the Original Agreement except as expressed herein. Each party reserves the right to terminate or modify this First Amendment in a manner consistent with the terms and provisions of the Original Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment this 16th day of February, 2022 ("**Effective Date**").

Spokane Public Facilities District

Cypress Creek Ventures LLC

DocuSigned by:  
*Stephanie Curran*  
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By: *Sam Adams*

Stephanie Curran  
Its: Chief Executive Officer

Sam Adams  
Its: Manager