

THIRD AMENDMENT TO LORY STUDENT CENTER LEASE AGREEMENT

This THIRD AMENDMENT TO LORY STUDENT CENTER LEASE AGREEMENT (“Third Amendment”) is made and entered into this 30th day of June 2022, by and between The Board of Governors of the Colorado State University System, acting by and through Colorado State University for the use and benefit of the Lory Student Center, Fort Collins, Colorado, 80523 (“Lessor”), and Rocky Mountain Student Media Corporation (RMSMC), a non-profit Corporation, with principal place of business at Lory Student Center, Room 118, 8038 Campus Delivery, Colorado State University, Fort Collins, CO 80523 (“Lessee”).

WHEREAS, the Lessor and Lessee are parties to that certain Lory Student Center Lease Amendment dated as of July 18, 2019 (the “Lease”), as amended by that First Amendment to Lory Student Center Lease Agreement effective as of June 30, 2020 (the “First Amendment”) and that Second Amendment to Lory Student Center Lease Agreement effective as of June 30, 2021, which extended the term of the Lease until June 30, 2022.

WHEREAS, Lessee desires to renew and extend the Term of the Lease for an additional one year and the Lessor has agreed to such renewal upon the terms and conditions contained below.

NOW THEREFORE, in consideration of the above Recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The first sentence of Article 3 of the Lease is deleted and replaced with the following:


The third renewal term of this Lease is for one year (“Third Renewal Term”), commencing on July 1, 2022 and expiring on June 30, 2023.

2. Except as modified by the provisions of this Third Amendment, all other terms and conditions in the Lease are hereby ratified and confirmed and remain in full force and effect.
3. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Third Amendment and any provisions of the Lease, the provisions of this Third Amendment shall in all respects supersede, govern, and control.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Lory Student Center Lease as of the day and year written first above.

Lessor:


The Board of Governors of the Colorado State University System, acting by and through Colorado State University:

By: 
Brendon Hanlon, Vice President for University Operations

Date: Nov 11, 2022

Lessee:

Rocky Mountain Student Media Corporation

By: 
Peter Waack (Nov 14, 2022 08:59 MST)
Peter Waack, President

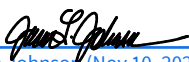
Date: Nov 14, 2022

APPROVALS:

By: 
Michael Ellis (Nov 10, 2022 12:08 MST)
Michael Ellis,
Executive Director, Lory Student Center

Date: Nov 10, 2022

APPROVED AS TO FORM:

By: 
Jason Johnson (Nov 10, 2022 11:33 MST)
Jason L. Johnson
General Counsel
Office of the General Counsel
Colorado State University System

Date: Nov 10, 2022