

**AMENDMENT 4 TO THE MULTI-MEDIA RIGHTS AGREEMENT
BETWEEN
BUFFALO SPORTS PROPERTIES, LLC
AND
THE UNIVERSITY OF COLORADO, A BODY CORPORATE**

THIS AMENDMENT 4 (“Amendment 4”) having an effective date of July 1, 2020, is hereby entered into by and between BUFFALO SPORTS PROPERTIES, LLC, (“Learfield”) and THE REGENTS OF THE UNIVERSITY OF COLORADO, a body corporate (“University”).

WHEREAS, Learfield and the University are parties to a certain Multi-Media Agreement effective September 17, 2009 (the “Original Agreement”), pursuant to which the University has granted Learfield certain exclusive rights to the multi-media marketing and promotional rights for the University’s intercollegiate athletics programs and athletic venues; and

WHEREAS, Learfield and the University executed Amendment 1 to the Original Agreement effective July 1, 2010 (“Amendment 1”), executed Amendment 2 to the Original Agreement on January 29, 2015 (“Amendment 2”), and executed Amendment 3 to the Original Agreement (“Amendment 3”) on May 2, 2016. The Original Agreement, Amendment 1, Amendment 2, and Amendment 3 comprise the “Agreement”; and

WHEREAS, Learfield and the University wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the University and Learfield amend the Agreement by this Amendment 4 and otherwise agree as follows:

1. Effect of Amendment 4. It is expressly agreed by the parties hereto that this Amendment 4 is supplemental to the Original Agreement and Amendment 1, Amendment 2, and Amendment 3, which are by this reference incorporated herein, and that all terms, conditions, and provisions thereof, unless specifically modified herein are to apply to this Amendment 4 as though they were expressly re-written, incorporated and included herein. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Original Agreement, Amendment 1, Amendment 2, and Amendment 3.
2. The Original Agreement, as amended by Amendment 1, Amendment 2, and Amendment 3, is and shall be modified, altered and changed as follows:
 - a. Commencing with the 2020-21 academic year through the end of the Term, in lieu of the Guaranteed Rights Fee as set forth in Section 7.0 and Attachment D of the Agreement and Paragraph 4 of Amendment 3 and the revenue share set forth in Section 9.0 and Attachment D of the Agreement and Paragraph 4 of Amendment 3, Learfield will pay the University an annual license fee (the “Licensee Fee”) equal to the sum of [REDACTED]



- b. With respect to each academic year, the License Fee will be paid in two installments, one-half of the projected License Fee on or before December 31, and the balance of the License Fee on or before July 30 following each academic year.
 - c. For the avoidance of doubt, any revenue generated by BSP in connection with the sale of premium area naming rights, would be included in AGR for purposes of calculating the License Fee set forth above.
 - d. In addition to the foregoing, for the 2020 football season only, the number of season football tickets provided to BSP by University will be reduced from 700 to 420.
3. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Original Agreement, and Amendment 1, Amendment 2 and Amendment 3, the provisions of this Amendment 4 shall in all respects supersede, govern, and control.

[Signature page follows]

IN WITNESS WHEREOF, Learfield and the University have caused Amendment 4 to the Agreement to be executed by their duly authorized representatives.

Buffalo Sports Properties, LLC

By: 

Printed Name: Cole Gahagan

Title: President & CEO

Date: 07/31/2020

Learfield Communications, LLC

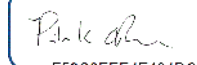
By: 

Printed Name: Cole Gahagan

Title: President & CEO

Date: 07/31/2020

**The Regents of the University of Colorado,
a Body Corporate**

By: 

Patrick O'Rourke
Chief Operating Officer

Date: 8/18/2020

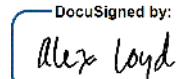
Recommended By:



Rick George
Athletics Director

Date: 8/3/2020

Reviewed for Legal Sufficiency


Alex Loyd

8/3/2020