

BOOKSTORE LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 29th day of October, 2003, is by and between **THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES**, a public body corporate, on behalf of its **USF SARASOTA/MANATEE CAMPUS** and **THE NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES**, a public body corporate, referenced together in the Agreement as “University” and **BARNES & NOBLE COLLEGE BOOKSTORES, INC.**, a New York corporation, having its principal place of business at 120 Mountain View Boulevard, Basking Ridge, NJ (“Barnes & Noble”).

WITNESSETH THAT:

1. **Lease of Space.** University desires to lease space herein designated as the Campus Bookstore (“Bookstore”) on the University campus to Barnes & Noble College Bookstores, Inc. (“Barnes & Noble”) for the limited purpose of Barnes & Noble’s operation of a college bookstore facility located on its campus in Sarasota, Florida on the terms and subject to the conditions set forth herein, and Barnes & Noble hereby accepts such engagement.

All documents submitted as part of Barnes & Noble’s offer, including: (i) Presentation made by Barnes & Noble to USF on May 29, 2003 (Exhibit A), (ii) Clarification Questions to RFP 3-25-J and Barnes & Noble Proposal (Exhibit B), (iii) Barnes & Noble’s Proposal to RFP 3-25-J, and (iv) RFP 3-25-J (including Addendum No. 1 and Addendum No. 2), are incorporated herein by reference. In the event of inconsistency between such documents and the provisions of this Agreement, the provisions of this Agreement will govern with the priority of governance as outlined above. This Agreement and such documents embody the entire agreement of the parties, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between University and Barnes & Noble other than as set forth herein.

During the terms of this Agreement, Barnes & Noble will honor all contracts relating to the subject matter of this Agreement of University (including, but not limited to, snack, beverage and food service agreements). The effective date of this Agreement is July 1, 2003 (the “Effective Date”).

2. **Term, Amendment and Notices.** This Agreement shall govern the relationship between University and Barnes & Noble with regard to the lease of space in operating the Bookstore for the period July 1, 2003 through June 30, 2008. This Agreement may be renewed, after the initial period, for five consecutive one (1) year terms, beginning July 1, 2008 upon mutual agreement of the parties.

No change, modification or amendment of this Agreement shall be valid unless the same shall be in writing and signed by both parties hereto. Notices required to be provided under this Agreement shall be in writing (or hand delivery) and shall be deemed to have been duly given if mailed first class or FAXED or hand delivered to the designated individual or to the designated campus representative as follows:

To Barnes & Noble:
Barnes & Noble College Bookstores, Inc.
120 Mountain View Boulevard, Basking Ridge, NJ 07920
ATTN: William Maloney, Executive Vice-President

cc: Vice President Campus Relations at FAX: 703-993-3877

To USF:
University of South Florida
Purchasing and Financial Services
4202 E. Fowler Ave., ADM147
Tampa, Fl 33620-5360
ATTN: Associate Director

cc: Associate Vice President, Sarasota/ Manatee
5700 N. Tamiami Trail, COH 214
Sarasota, FL 34243
FAX: (941) 359-4298

New College of Florida
5700 N. Tamiami Trail, COH 104
Sarasota, FL 34243
cc: Associate Vice President FAX: (941) 359-4526

Notice shall be deemed given five (5) days after sent via U.S. Mail or upon receipt of facsimile or hand-delivery, which ever is earlier.

3. **University Shall Provide to Barnes & Noble at University's Expense.** All expenses related to:
 - a) Office equipment (including computer equipment, cash registers and safes), furniture and fixtures, file cabinets, and office machines currently available for Bookstore use.
 - b) All repairs and maintenance for the building and the physical structure in which the Bookstore is located.
 - c) Trash removal and extermination services for the Bookstore.
 - d) Any processing/handling/maintenance fees on behalf of University for debit or credit card or other financial services made available by University to its students.

4. **Environmental Matters.** To the best of its knowledge, University is not aware of any health or environmental condition which exists at the Effective Date or is likely to develop in the building or physical facility which houses the Bookstore. University shall be responsible for remedying promptly any health or environmental problem at the Bookstore, other than those caused by Barnes & Noble, and notifying Barnes & Noble accordingly. Barnes & Noble shall be responsible for promptly notifying University of any such condition.

5. **Barnes & Noble's Responsibility.** Barnes & Noble shall be responsible for all operating expenses of the Bookstore other than those described in Section 3 above, including those related to:
 - a) Office equipment maintenance and repair.
 - b) General custodial services.
 - c) Loss prevention services.
 - d) Telephone equipment, service, and long distance telephone services, through USF Telecommunications.
 - e) Payment of utilities as reasonably required for the operation of the Bookstore.

6. **Insurance.** Barnes & Noble shall procure at its own expense, and maintain during the existence of this Agreement, the following policies of insurance in connection with the operation of the Bookstore:

- a) Worker's Compensation and Employer's Liability Insurance and such other insurance as may be required under Florida or any applicable state statutes.
- b) Comprehensive General Liability Insurance with at least \$5,000,000 limits.
- c) Property Damage Liability Insurance in the amount of at least \$1,000,000.
- d) Motor Vehicle Liability Insurance with limits of at least \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage.

At the request of University upon execution hereto, Barnes & Noble shall obtain and deliver to University certificates evidencing such insurance from its insurers.

Barnes & Noble's insurance policies for the Bookstore shall name the University of South Florida and its Board of Trustees and the New College of Florida and its Board of Trustees as additional insureds and loss payees, but only with respect to liability arising out of operations performed for such insured by or on behalf of the name insured, and shall contain covenants requiring thirty (30) days written notice to University before cancellation of such coverage. These policies shall be primary and noncontributing with any insurance carried by University.

7. **Indemnification.** Barnes & Noble shall indemnify, save, and hold harmless University from any and all liability and/or claims which may arise in connection with the operation of the Bookstore facilities specified herein and sales of products or performance of any service under this contract or injuries or death caused by Barnes & Noble vehicles on the Bookstore premises, except for claims caused by University or any of its employees, agents or representatives, for which University shall save Barnes & Noble harmless.
8. **Rent Payment.** On an annualized basis, Barnes & Noble will pay University seven (7) percent of gross sales at the Bookstore. "Gross Sales" means all sales at the Bookstore less voids, refunds, sales tax, discounted departmental sales, discounted faculty/staff sales, pass-through income, other merchandise mutually designated as non-commissionable, and any uncollected sales.

If annual gross sales of the Bookstore shall materially decline as a result of declining enrollment (i.e. decrease 5% or more), online textbook sales, or other reasons outside of the control of Barnes & Noble, University agrees to negotiate in good faith with Barnes & Noble an appropriate reduction in the payments set forth above. During any period of major construction when the Bookstore is meaningfully disrupted by construction, Barnes & Noble will pay the school according to the percentage formula only.

9. **Scholarships and Donations.** Barnes & Noble will donate to University \$2,000, inclusive of applicable sales tax, for annual textbook scholarships to be awarded at the discretion of University. Barnes & Noble will, by state statute, pay any applicable taxes due on the value of scholarships or donations due to University. University will be responsible for remitting such payment, by Barnes & Noble for this tax to the Department of Revenue of the State of Florida. Remittance of applicable taxes shall be based upon the payment of scholarships or donations for each quarter reporting period and shall be due to University by October 31, January 31, April 30, and July 31 of each year beginning on October 31, 2003.

10. Renovations. Subject to approval in writing of all plans and specifications by University, Barnes & Noble will spend up to \$40,000, inclusive of applicable sales tax, (“Expenditure”) to design, construct, equip, and install fixtures in the Bookstore. Barnes & Noble will depreciate this investment on a straight-line basis over a five (5)-year period.

Should University cancel or fail to renew this Agreement before the end of that period, then University shall reimburse Barnes & Noble for any amount of the investment not yet depreciated.

On July 31 of each year (beginning on July 31, 2004) or at such other time upon request of University, Barnes & Noble shall furnish University with a statement of the amortized and undepreciated balance of the Expenditure. Barnes & Noble will, by state statute, pay any applicable taxes due on the Expenditure due to University. University will be responsible for remitting such payment, by Barnes & Noble for this tax to the Department of Revenue of the State of Florida. Remittance of applicable taxes shall be based upon the amortization schedule and funds spent and shall be due on July 31 of each year beginning on July 31, 2004.

Barnes & Noble shall be required to repair and restore any structural damage or destruction to the Bookstore premises, caused by their negligence, to the condition such premises were in prior to the damage or destruction.

- 11. Final Approval of Renovations.** In order to provide the best possible service for University’s students, faculty and other customers, final approval and necessary alterations of any bookstore plans, construction, and alterations will be mutually agreed upon by both parties hereto in order to ensure they meet with Barnes & Noble’s minimum operational and retailing standards.
- 12. Use of Logo and Trademarks.** Barnes & Noble agrees to follow all licensing procedures established by University in using names, logos and trademarks on merchandise for resale in the Bookstore.
- 13. Performance and Payment Bond.** Barnes & Noble shall furnish a security bond for faithful performance and payment of all persons performing labor and for furnishing materials in connection with the contract. Security of such bond shall be for a total sum of fifty thousand dollars (\$50,000) and be in force for the initial five (5) year contract and each subsequent renewal. The security bond must be in the name of Barnes & Noble. The attorney-in-fact who signs the bond must file with the bond a certificate and effective dated and duly notarized copy of power of attorney. The security must be received within (10) days after execution of the contract.
- 14. University Discretionary Fund.** Barnes & Noble will contribute \$750,000 to USF System provided that the Tampa Campus Bookstore is managed by Barnes & Noble and space at all remaining campuses (Health Sciences Center Bookstore, St. Petersburg Campus Bookstore, and Sarasota/Manatee/New College Campus Bookstore) is leased to Barnes & Noble for operation of a bookstore on July 15, 2008. If applicable, such payment will be made within 60 days of the renewal of this Agreement.
- 15. Assumption of Risk.** Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. Barnes & Noble also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with Barnes & Noble

or otherwise acting or engaged to act at the instance of Barnes & Noble in furtherance of Barnes & Noble fulfilling Barnes & Noble's obligations under this Agreement.

- 16. Unilateral Cancellation/Public Records Law.** University may unilaterally cancel this Agreement for refusal by Barnes & Noble to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.
- 17. Governing Law.** This Agreement is governed by the laws of the State of Florida and any provisions in this Agreement in conflict with such laws shall be void and of no effect. University is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation. In the event either party is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to perform its obligations hereunder, the cost thereof shall be borne by the party required to obtain such permit, license, or authorization. Barnes & Noble submits to the personal jurisdiction of the State of Florida. Any actions arising out of this Agreement shall be brought exclusively in the courts located in Hillsborough County, Florida.
- 18. Licenses.** In the event either party is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to performing its obligations hereunder, the cost thereof shall be borne by the party required to obtain such permit, license, or authorization.
- 19. Certification.** In accordance with Section 112.3185, Florida Statutes, Barnes & Noble hereby certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of University who was directly or indirectly involved in the negotiation and execution of this lease. Violation of this section by Barnes & Noble shall be grounds for cancellation of this Agreement by University.
- 20. Assignment.** Barnes & Noble may not, without the advance written approval of University, assign any right or delegate any duties hereunder nor may Barnes & Noble transfer, pledge, surrender, or otherwise encumber or dispose of Barnes & Noble's interest in any portion of the Agreement.
- 21. Termination.** If at any time during the term of this Agreement, either party considers terminating the Agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the Agreement by giving the other party sixty (60) days' written notice of its intention to terminate; provided, however, Barnes & Noble may not terminate this Agreement at a time other than between academic sessions.
- 22. Relationship of Parties.** It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners between the parties hereto, or as constituting Barnes & Noble as the agent or representative of University for any purpose in any manner whatsoever. Barnes & Noble is not authorized to bind University to any contracts or other obligations. Barnes & Noble shall not expressly or

impliedly represent to any party that Barnes & Noble and University are partners or that Barnes & Noble is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.

- 23. Waiver of Breach or Default.** No failure to exercise or delay in exercising any right, power or remedy accruing to University on any breach or default of Barnes & Noble hereunder shall impair any such right, power of remedy, or be construed as a waiver of such breach or default or any other breach or default.
- 24. Affirmative Action.** As a condition of this Agreement, Barnes & Noble agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.
- 25. ADA.** Barnes & Noble agrees to comply with the Americans with Disability Act (ADA) of 1990 and subsequent amendments.
- 26. Notice to Barnes & Noble.** The employment of unauthorized aliens by Barnes & Noble is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If Barnes & Noble knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as at the day and year written below.

University of South Florida

Barnes & Noble College Bookstores, Inc.

By: **signed Carl P. Carlucci**

By: **signed William Maloney**

Name: Carl P. Carlucci

Name: William Maloney

Title: Executive Vice President &
Chief Financial Officer

Title: Executive Vice President

Date: October 29, 2003

Date: November 14, 2003

New College of Florida

By: **signed Gordon E. Michalson**

Name: Gordon E. Michalson

Title: President

Date: November 5, 2003

**Amendment and Consolidation of the
Bookstore Rental Agreement and the Bookstore License Royalty Agreement**

THIS Amendment and Consolidation is entered this 1 day of July, 2008 by and between **THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES**, a public body corporate, on behalf of its **USF SARASOTA/MANATEE CAMPUS** ("USF") and **THE NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES**, a public body corporate ("New College"), referenced together in the Agreement as "University" and **BARNES & NOBLE COLLEGE BOOKSTORES, INC.**, a New York corporation, having its principal place of business at 120 Mountain View Boulevard, Basking Ridge, NJ ("Barnes & Noble").

WITNESSETH

WHEREAS, the parties have previously entered a certain Bookstore Rental Agreement and Bookstore License Royalty Agreement both of which are dated October 29, 2003 (referred to as "Agreement(s)");

WHEREAS, the parties acknowledge that both Agreements govern the same relationship under which the University bookstores ("Bookstores") are managed and operated by Barnes & Noble including the payment terms set forth therein;

WHEREAS, USF and New College are independent universities within the Florida State University System and have entered into a management agreement that places responsibility for management oversight of the bookstore with USF as a joint service of USF and New College;

WHEREAS, the parties intend to simplify, consolidate and amend the relationship as set forth below and to otherwise treat the Agreements as a single agreement for the purpose of the relationship going forward;

NOWHEREFORE, this Amendment and Consolidation hereby amends and consolidates the Agreements under the following terms and conditions:

1. Joint Service. While management of the bookstore is the responsibility of USF, the bookstore is a joint service of USF and New College and the terms and conditions of this Amendment and Consolidation Agreement, including all provisions of the original Agreements that have not been modified herein are fully and independently applicable to USF and to New College.
2. Term. With respect to Section 2 entitled "Term, Amendment and Notices" in both Agreements, the Term of the relationship is hereby renewed and extended to June 30, 2013.
3. Scholarships. With respect to Section 9, "Scholarships and Donations", of the Rental Agreement, the scholarship amount shall be increased from \$2,000 to \$4,000 effective as of July 1, 2008, and payable in accordance with said Section 9.
4. Performance Bond. With respect to Section 13, "Performance and Payment Bond" in the Rental Agreement: In lieu of a security bond, Barnes & Noble agree to pay University \$1,000 each year commencing on July 1, 2008 and payable in accordance with said Section 13. University may use this payment for any purpose. If the University uses this amount for scholarship purposes, then University will make every effort to recognize Barnes & Noble when awarding such scholarships. The payment is due by July 31 each year.
5. Capital Improvement Funds. Subject to approval in writing of all plans and specifications by University, Barnes & Noble will spend up to \$40,000, inclusive of applicable sales tax, ("Capital Improvement Expenditure") to design, construct, equip, and install fixtures in the Bookstore. Barnes & Noble will

depreciate this investment on a straight-line basis over a five (5)-year period. Should University cancel or fail to renew this Agreement before the end of that period, then University shall reimburse Barnes & Noble for any amount of the investment not yet depreciated. On July 31 of each year (beginning on July 31, 2009) or at such other time upon request of University, Barnes & Noble shall furnish University with a statement of the amortized and undepreciated balance of the Capital Improvement Expenditure. If required by applicable law, Barnes & Noble will pay any applicable taxes due on the Expenditure due to University and the University will be responsible for remitting such payment, by Barnes & Noble for this tax to the Department of Revenue of the State of Florida. Remittance of applicable taxes shall be based upon the amortization schedule and funds spent and shall be due on July 31 of each year.

6. Payment. The parties agree to consolidate the payment obligations set forth under the Agreements. As a result, the following sections of the Agreements are deleted in their entirety: Section 8 of the Rental Agreement entitled "Rent Payment", and Section 15 of the License Agreement entitled "License Payments".

As of July 1, 2008, ongoing payments from Barnes & Noble to the University shall be calculated and payable as follows:

On an annualized basis, Barnes & Noble will pay University nine (9) percent of gross sales at the Bookstore. "Gross Sales" means all sales at the Bookstore less voids, refunds, sales tax, discounted departmental sales, discounted faculty/staff sales, pass-through income, other merchandise mutually designated as non-commissionable, and any uncollected sales.

If annual gross sales of the Bookstore shall materially decline as a result of declining enrollment (i.e. decrease 5% or more), online textbook sales, or other reasons outside of the control of Barnes & Noble, University agrees to negotiate in good faith with Barnes & Noble an appropriate reduction in the payments set forth above. During any period of major construction when the Bookstore is meaningfully disrupted by construction, Barnes & Noble will pay the University according to the percentage formula only.

In addition, Barnes & Noble shall provide University a report of total Gross Sales and adjustments to Gross Sales as applicable. If required by applicable law, University will collect Florida sales tax from Barnes & Noble on the payment due to University and University will be responsible for remitting this tax to the appropriate taxing authorities.

7. All other terms and conditions of the Agreements will remain the same, as applicable. However, in the event there is any inconsistency or conflict between the terms of the Agreement and this Amendment and Consolidation, then this Amendment and Consolidation shall control.

PAGE OF SIGNATURES TO FOLLOW

Agreed:

**University of South Florida Board of Trustees
For Sarasota-Manatee Campus**

By: Trudie E. Frecker

Name: Trudie E. Frecker

Title: EVP & CFO

Date: June 10, 2008

New College of Florida

By: John U. Martin

Name: John Martin

Title: VP for Finance + Adm.

Date: 6/12/08

Barnes & Noble College Bookstores, Inc.

By: Patrick Maloney

Name: PATRICK MALONEY

Title: E. V. P.

Date: 7.8.08

Approved as to
Form and Legality
C. Mailberry
Attorney - USF

Amendment No. 1
to
Amendment and Consolidation of the
Bookstore Rental Agreement and the Bookstore License Royalty Agreement

This Amendment is entered this 1 day of JULY 2010 by and between THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate, on behalf of its USF SARASOTA/MANATEE CAMPUS ("USF") and THE NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES, a public body corporate ("New College"), referenced together in the Agreement as "University" and BARNES & NOBLE COLLEGE BOOKSTORES, INC., a New York corporation, having its principal place of business at 120 Mountain View Boulevard, Basking Ridge, NJ ("Barnes & Noble").

WITNESSETH

WHEREAS, the parties have previously entered a certain Bookstore Lease Agreement and Bookstore License Royalty Agreement both of which are dated October 29, 2003 and extended by the Amendment and Consolidation of the Bookstore Rental Agreement and the Bookstore License Royalty Agreement dated July 1, 2008 (referred to as "Agreement(s)");

WHEREAS, the parties acknowledge that the Agreements govern the same relationship under which the University bookstores ("Bookstores") are managed and operated by Barnes & Noble including the payment terms set forth therein;

WHEREAS, USF and New College are independent universities within the Florida State University System and have entered into a management agreement that places responsibility for management oversight of the bookstore with USF as a joint service of USF and New College;

NOWHEREFORE, this Amendment amends the Agreements under the following terms and conditions:

1. Barnes & Noble shall institute their textbook rental program at the Sarasota Manatee New College Bookstore beginning with the fall semester in 2010 and work with USF and New College to determine the number of textbooks to be made available for rental. At the end of the first year, all parties agree to review the results of the textbook program and upon mutual agreement, renew the program annually.
2. Payment. As of July 1, 2010, ongoing payments from Barnes & Noble to USF shall be calculated and payable as follows:

On an annualized basis, Barnes & Noble will pay USF nine (9) percent of gross sales at the Bookstore. "Gross Sales" means all sales at the Bookstore less voids, refunds, sales tax, discounted departmental sales, discounted faculty/staff sales, pass-through income, other merchandise mutually designated as non-commissionable, textbook rentals, and any uncollected sales.

On an annualized basis, Barnes & Noble will pay USF six (6) percent of gross sales of textbook rentals at the Bookstore.

3. All other terms and conditions of the Agreements will remain the same, as applicable. However, in the event there is any inconsistency or conflict between the terms of the Agreement and the Amendment and Consolidation, then the Amendment and Consolidation shall control.

Agreed:

University of South Florida Board of Trustees
For Sarasota-Manatee Campus

Barnes & Noble College Bookstores, Inc.

By: 

By: 

Name: Nick J. Trivunovich

Name: Brian Stark

Title: Vice President, Business & Finance

Title: Vice President of Sales

Date: 6/30/10

Date: 7-10-10

New College of Florida Board of Trustees

By: 

Name: John U. Martin

Title: VP for Finance + Adm.

Date: 7/2/10

Approved as to
Form and Legality
C. Mailman
Attorney - USF

June 2, 2011

Jeffrey Mack
Assistant Vice President, Campus Business Services
University of South Florida Tampa
4202 East Fowler Avenue
Tampa, FL 33620

RE: Textbook Rentals

Dear Jeff,

On behalf of everyone at Barnes & Noble College Booksellers, I would like to thank you for your partnership and, in particular, for your support as we launched our textbook rental program this last fiscal year.

Based on the program's popularity and continued success, as we previously discussed, going forward all textbook rental revenue generated at USF Sarasota/Manatee and New College of Florida will be included in your sales and will be paid at full commission. For the USF Sarasota/Manatee-NCF Bookstore (B&N #562), the full commission, as defined in the Amendment and Consolidation of the Bookstore Rental Agreement and the Bookstore License Royalty Agreement (July 1, 2008), will be paid at 9% of gross sales. These rates shall remain in effect for the remainder of the term of the original Amendment and Consolidation of the Bookstore Rental Agreement and the Bookstore License Royalty Agreement.

If you have any questions or concerns, please feel free to contact me directly at 407-823-1016 or via email at bstark@bncollege.com.

Please acknowledge your understanding of the terms of this letter by signing below and returning a copy to us.

Sincerely,



Brian Stark
Vice President of Stores
Barnes & Noble College Booksellers

Accepted for the University of South Florida Board of Trustees

Nick Trivunovich, Vice President, Business and Finance

6/9/11
Date

Accepted for New College of Florida Board of Trustees

John Martin, Vice President for Finance & Administration

6/14/11
Date

APPROVED AS TO
FORM AND LEGALITY

ATTORNEY - U.S.F.

BARNES & NOBLE

b&n college

Amendment and Extension Of the USF Sarasota Manatee and New College Bookstore Agreement(s)

This Amendment is entered this 17 day of May 2013 by and between The University of South Florida Board of Trustees, a public body corporate, on behalf of its USF Sarasota/Manatee Campus ("USF") and The New College of Florida Board of Trustees, a public body corporate ("New College"), referenced together in this Amendment as "University" and Barnes & Noble College Booksellers, LLC., a New York corporation, having its principal place of business at 120 Mountain View Boulevard, Basking Ridge, NJ ("Barnes & Noble") for Bookstore Services.

University and Barnes & Noble are parties to a certain Bookstore Lease Agreement and Bookstore License Royalty Agreement, both of which are dated October 29, 2003 and extended by the Amendment and Consolidation of the Bookstore Rental Agreement and the Bookstore License Royalty Agreement dated July 1, 2008 (referred to as "Agreement(s)").

University and Barnes & Noble hereby agree to extend the term of the Agreements (including the terms of any subsequent amendments), commencing on **July 1, 2013 through June 30, 2018**.

All other terms and conditions of the Agreements (including the terms of any subsequent amendments) shall remain the same.

Agreed:

**University of South Florida Board of Trustees
For Sarasota-Manatee Campus**

By: [Signature]
Name: NICK JAVUNOVICH
Title: VP, BUSINESS + FINANCE
Date: 05/28/13

Barnes & Noble Booksellers, LLC

By: [Signature]
Name: Brian Stark
Title: VP stores
Date: 5-17-13

New College of Florida Board of Trustees

By: [Signature]
Name: John U. Martin
Title: VP for Finance + Adm.
Date: 6/5/13