

## BOOKSTORE LICENSE ROYALTY AGREEMENT

**THIS LICENSE AGREEMENT**, made this 29th day of October, 2003, is by and between **THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES**, a public body corporate ("USF"), on behalf of its **HEALTH SCIENCES CENTER BOOKSTORE** ("Bookstore") 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. License of Trademarks.** USF desires to license its trademarks "USF" and "The USF Bookstore" to Barnes & Noble College Bookstores, Inc. ("Barnes & Noble") for the limited purpose of Barnes & Noble's operation of a college bookstore facility under USF's trademarks located on its Health Sciences Center campus in Tampa, Florida on the terms and subject to the conditions set forth herein, and Barnes & Noble hereby accepts such engagement.

Whereas, nothing contained in the License shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, partnership, joint venture or any association between or among USF and Barnes & Noble and neither the provisions contained in this License nor any acts of the parties shall be deemed to create any such relationship.

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 USF 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 USF (including, but not limited to, snack, beverage and food service agreements). The effective date of this Agreement is July 14, 2003 (the "Effective Date").

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 2. Term, Amendment and Notices.** This Agreement shall govern the relationship between USF and Barnes & Noble with regard to the use of USF's trademarks in operation of the bookstore for the period July 14, 2003 through June 30, 2013. The parties may renew this Agreement, upon mutual written agreement, for an additional five (5) years.

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: Director of Auxiliary Services at FAX: 813 974-5067

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. **Compliance with all Laws.** Barnes & Noble shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments, including any and all of their departments, divisions, bureaus, and subdivisions, and applicable USF rules, policies, and procedures pertinent to the operation of the Bookstore.
4. **Management and Staff.** Barnes & Noble shall staff the Bookstore with experienced and qualified managerial and clerical personnel. During peak “rush” periods, Barnes & Noble shall utilize sufficient additional employees at the Bookstore to avoid unnecessary lines and to expedite making educational materials available to students.
  - a) Bookstore personnel shall continue service only so long as their work and personal behavior are acceptable to USF and Barnes & Noble. Barnes & Noble will comply with written requests by USF to remove or reassign store personnel for good cause. Barnes & Noble will not discriminate against any employee or applicant because of race, sex, color, religion, national origin, age, disability, or veteran status. Such action shall be taken with reference, but not limited to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training. All solicitation or advertisements for employees placed by or on behalf of Barnes & Noble will state that all qualified applicants will be afforded equal employment opportunities without discrimination.
  - b) All Bookstore staff presently working for USF will be given first consideration for employment with Barnes & Noble at the Bookstore.
  - c) Assignment of management personnel must be approved in writing by USF and no changes in management personnel will be made without prior consultation and the written consent of USF. Management personnel are defined as the general manager of the Bookstore, and associate or assistant manager, and department managers. USF may also be consulted and advised prior to changing management personnel at lower levels. USF reserves the right to

review and reject any person who it deems for any reason unsatisfactory in training, experience or performance and to participate in the annual employee review and evaluation of the general manager of the Bookstore.

- d) Barnes & Noble will reimburse USF for wages and benefits paid to all full-time Bookstore employees who remain on the university payroll for the period of July 14, 2003 through September 15, 2003. During this period, said employees will operate under the rules and regulations of university employees. At the conclusion of this period, those hired will participate in the Barnes & Noble benefits package. Barnes & Noble guarantees an additional 60 days of employment to meet the proposed 120-day grace period. Termination must be for just cause during this time period. Reimbursement payments to USF must be completed by October 15, 2003.
- e) Should USF and Barnes & Noble mutually agree upon extending university employees beyond the initial 60 day period (July 14, 2003-September 15, 2003), Barnes & Noble agrees to reimburse USF for wages and benefits paid to such employees until the completion of university service or by November 10, 2003, whichever comes first. Reimbursement payments must be made on a monthly basis within 30 days of each subsequent month.

**5. Staff Relations, Wages, and Benefits.** Barnes & Noble shall be responsible for the wages and benefits of all of its employees at the Bookstore. Barnes & Noble has the right to set its own wages and benefits. Barnes & Noble will employ students of USF at the Bookstore whenever reasonably possible.

**6. Calendar of Operating Hours.** Barnes & Noble shall maintain a schedule of operating hours and weeks of business for the Bookstore in accordance with the official USF calendar and in mutual agreement with USF in meeting the needs of the students, faculty and staff. Bookstore hours will be extended during each registration period, during the first two weeks of the fall and spring semesters, and the first week of each summer session.

**7. Book Orders and Deadlines.** Barnes & Noble shall fill orders for books and required supply items from term to term in accordance with textbook and supply adoptions by the faculty. The Bookstore manager shall be given notice by the faculty or authorized department designees of the textbook and supply adoptions for all courses offered as follows:

- a) On or before October 1 for the spring semester.
- b) On or before March 1 for the summer sessions.
- c) On or before April 1 for the fall semester.

Barnes & Noble shall be responsible, at its cost and expense, for contacting in a timely manner all faculty members for their textbook and supply adoptions. USF shall not be responsible for compiling, nor shall it maintain, a list of such adoptions.

**8. Booklist.** In the course of providing the services contracted for in this Agreement, Barnes & Noble shall collect certain information from the faculty on its Course Book Information forms and create a computer database containing, among other things, course book information. These forms and database are Barnes & Noble's proprietary information, created at substantial cost and expense to Barnes & Noble and used in connection with its business, the retail sale of textbooks.

Barnes & Noble agrees to accept public records requests for textbook information and provide copies of such information that is subject to Public Records rules, statutes, regulations and other applicable law. Barnes & Noble will charge the allowable fee, set by Florida State Law, for each adoption copy provided.

Nothing set forth in this paragraph shall be construed to limit in any manner the right of any other off-campus vendor to use its own course book information form to obtain this information from the faculty.

- 9. Terms & Conditions.** During the term of this License, Barnes & Noble shall be entitled to use the trademarks “USF” and “The USF Bookstore” in connection with its operation of the Bookstore as an independent contractor and with its own credit and preferred vendors, with the facility and equipment agreed upon. Services of the Bookstore shall include the following:
- a) Barnes & Noble shall be USF’s exclusive buyer and seller of all required, recommended or suggested course materials and tools, including books, course packs, computer software, and materials published or distributed electronically, or sold over the Internet. As used in this Agreement, “Internet” includes the World Wide Web and any proprietary on-line service (e.g., America On Line). Barnes & Noble will provide on-line services through USF’s web site and have first right of refusal to fulfill any distance learning material needs during the term of this Agreement.
  - b) Barnes & Noble shall be designated the exclusive merchant to accept all debit card and financial aid transactions for Bookstore merchandise typically sold in college bookstores. Payments for financial aid sales will be guaranteed by USF and are payable within 40 days.
  - c) Barnes & Noble shall also be USF’s exclusive “on-campus” and Internet seller of other items typically sold in college bookstores, such as books in addition to those described in (a) above, educational supplies, notebooks, stationery, desk and room accessories, gift items, class and alumni rings and jewelry, and clothing, including any and all such items bearing a USF emblem, logo, insignia or other identifying mark.
  - d) USF shall not contract with any third party for use of its trademarks in providing any services of the type outlined in this Agreement on campus grounds or any area within a ten-block radius of the campus grounds.
  - e) Barnes & Noble shall be the exclusive provider for the rental and/or sale of graduation caps and gowns for USF.
  - f) Barnes & Noble shall be the exclusive operator of all service programs customarily handled by college bookstores such as magazine subscription, telecommunication and credit card application programs. Barnes and Noble shall be entitled to commission revenue generated from all such programs. All such programs must be approved by USF.
  - g) Barnes & Noble shall sell convenience store items such as food, health and beauty items, and other sundries with approval by USF. Such items may also be sold elsewhere on campus.
  - h) Barnes & Noble will provide exclusive custom publishing services for USF. Such services will include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs and distribution and sale of the course packs in the Bookstore. Complimentary desk copies of course packs will be provided to faculty members.

- i) Barnes & Noble shall provide special book order services for students, faculty, and staff and make every effort to obtain the earliest possible delivery of such books.
- j) Barnes & Noble shall provide charge sales for supplies for USF departments and offices via Visa Purchase Card or university purchase orders. Payments for such charge sales shall be guaranteed by USF and payable within 40 days.
- k) Upon approval by USF, Barnes & Noble will allow full-time faculty and staff of USF a 10% discount on all merchandise available at the Bookstore except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.
- l) If USF accepts advertising for any of its materials or publications that it distributes or makes available to its students, including without limitation any course offering list, or if USF permits tabling or other third-party promotional activities at any event sponsored by USF or located on the USF campus, USF agrees that:
  - (a) It shall give Barnes & Noble reasonable advance notice of the deadline for placing such advertising or participating in such tabling or other promotional activities
  - (b) Barnes & Noble shall have the right to place its desired advertising in such materials and to participate in such tabling or other promotional activities; and
  - (c) USF shall not permit tabling or other promotional activities at any of such events by any seller of college textbooks and/or course supplies other than Barnes & Noble.
  - (d) Barnes & Noble shall consult with USF to ensure that Barnes & Noble's advertising, marketing and other promotional materials for the Bookstore are appropriate and consistent with the mission and reputation of USF. All marketing brochures, poster/flyers, advertisements, regardless of media used, using USF's name or registered trademarks, must have prior written approval by USF.
  - (e) Barnes & Noble shall not obtain, by this License, any right, title or interest in or to the logos or trademarks of USF, nor shall this License give Barnes & Noble the right to use, refer to, or incorporate in its marketing or other materials (unless solely related to the marketing of the Bookstore by Barnes & Noble and with the prior written approval of USF's Trademark and Licensing Service), any of the logos or trademarks of USF. All external signage on the Bookstore facility shall be subject to the prior written approval of USF.

**10. Used Book Purchase and Resale.** Barnes and Noble shall buy books from USF faculty, staff and students at the following prices:

- a) When Barnes & Noble has been notified that the book will be used at USF the following semester: 50% of the selling price (provided the book is a good used copy) until the bookstore has filled its quota.
- b) In the absence of such notification, or if the book will not be used for the following semester, or is to be replaced shortly by a revised edition according to an announcement of the publisher, at the wholesale price as listed in the MBS Buying Guide or other applicable buying guide.
- c) Used books in good condition will be sold by Barnes & Noble at 25% less than the new selling price.

**11. Policy Posting.** Barnes & Noble shall post conspicuously and without equivocation Bookstore policies concerning refunds, buybacks, and exchanges.

**12. Purchase of Inventory.** All saleable inventory of the Bookstore will be purchased and paid for by Barnes & Noble from USF in the following manner:

a) New Textbooks

1. All new textbooks (in quantities not exceeding normal course requirements) formally adopted for the following term and on hand at the time of inventory will be purchased by Barnes & Noble at USF's cost.
2. All excess textbooks not accepted for return will be purchased by Barnes & Noble at the current wholesale price.
3. In determining overstock for adopted textbooks, new texts will take preference over used. For example, if the adoption for the following term calls for 40 texts and the Bookstore has 30 used texts on hand and 15 new texts on hand, then five of the used texts would be considered overstock.

b) Used Textbooks

1. At the time of inventory, all used textbooks on hand that are formally adopted for the following term (in quantities not exceeding normal course requirements) will be purchased at USF's cost.
2. All excess adopted used textbooks will be purchased by Barnes & Noble at the current wholesale price.

c) Trade, Paperback, Technical, and Reference Books

1. All trade, paperback, technical and reference books in clean and saleable condition, less than 6 months old, will be purchased by Barnes & Noble at USF's cost.
2. Books not in clean and saleable condition will be set aside and purchased by Barnes & Noble at a mutually agreeable price.

d) School Supplies and General Merchandise

This category includes all items not previously mentioned, including art, office and general supplies, stationery and greeting cards, etc.

1. All of the above supplies and merchandise in clean and saleable condition, up to a 6-month supply, will be purchased by Barnes & Noble at USF's cost.
2. Items not in clean and saleable condition will be set aside and purchased by Barnes & Noble at a mutually agreeable price.

e) Payment for Inventory

Barnes & Noble will pay USF for all inventories within 30 days after the execution of this Agreement.

**13. Repurchase of Inventory.** USF shall repurchase, or require a successor contractor to purchase, Barnes & Noble's inventory at cost in the event of cancellation of this Agreement, in the same manner as purchased by Barnes & Noble.

**14. Sales Markup Basis.** Barnes & Noble represents that the sale markup basis at the Bookstore will be as follows:

- a) New textbooks will be sold at no greater than (i) the publisher's list price or (ii) a 27% gross margin on net priced books, inclusive of restocking fees, return penalties and freight surcharges. Net priced books are defined as books purchased from publishers that do not have a publisher's suggested list price or when the publisher's discount to the bookstore is less than 20%.

- b) Used textbooks will be sold at 25% less than the new selling price.
- c) Course packs and textbooks purchased from publishers with restrictive or non-returnable text policies will be priced at up to a 30% gross margin.
- d) Trade books, paperbacks, technical, and reference books will be sold at publishers' list prices. Medical reference books will be priced at a 30% gross margin.
- e) National campus bestsellers will be discounted from the publishers' list prices. Bargain books and publishers' remainders will be discounted at least 30-80% from list prices.
- f) School supplies and other merchandise will be priced at or below manufacturers' suggested retail prices or locally competitive prices.

Barnes & Noble shall, upon request, provide proof of conformity to pricing policies as specified herein. Any changes in pricing for these and any other products in the Bookstore are subject to approval by USF.

- 15. License Payments.** On an annualized basis, Barnes & Noble will pay USF a royalty of two (2) percent of gross sales at the Bookstore. If nine (9) percent of all gross sales for any given year do not meet the Guaranteed Amount of \$100,000, Barnes & Noble shall pay USF the difference as an additional royalty to this Agreement. In any contract period that is less than a complete year, the payments shall be based on the percentage 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, USF 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.

- 16. Payment Schedule.** Applicable royalty payments as set forth above hereof shall be made monthly by Barnes & Noble to USF and shall be paid within thirty (30) days after the close of the month in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year, and will include any adjustments required by the percentage of gross sales formula set forth above.

Each payment shall be accompanied by a detailed statement of its computation and Barnes & Noble shall furnish supporting documentation to USF upon request.

- 17. Access to Accounting Records and Cash Registers.** USF shall have full access at all times to the Bookstore accounting records, including all cash registers at the Bookstore being used by Barnes & Noble, with or without notice. Cash register control totals will be used to verify the cash sales reported. In addition, all registers shall have:
- a) Cumulative, non-resettable counters of either the total reset-clearings or the total cumulative activity.
  - b) Receipt and detail tape provisions.

c) Display window for customer viewing.

18. **Benefit and Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of USF and Barnes & Noble and their successors and assigns.
19. **Headings; Interpretation.** The headings used in this Agreement are for convenience only and do not constitute substantive matter to be considered in construing its terms. The use in this Agreement of the terms “include”, “includes”, “including”, and “such as” shall be deemed in all cases to be followed by the words “without limitation”.
20. **Safeguard Customer Information.** Barnes & Noble agrees to safeguard all student and financial information (including addresses, phone numbers, bank and credit card account numbers, income and credit histories and social security numbers) in compliance with the Gramm Leach Bliley Act requirements. Use of such information is restricted to the specific bookstore activity (i.e., financial aid payment for books and supplies) and may not be used for any other purpose. Barnes & Noble shall provide regular reports of compliance, if requested, indicating how the data is safeguarded and documentation of proper disposal of data.
21. **Severability.** The presence in the text of this Agreement of any clause, sentence, provision, paragraph or article held to be invalid, illegal or ineffective by a court of competent jurisdiction shall not impair, invalidate or nullify the remainder of this Agreement. The effect of any such holding shall be confined to the portion so held invalid.
22. **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. Furthermore, neither party may give notice of its intention to terminate during the first one hundred twenty (120) days of operation under 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

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

THIS Amendment and Consolidation 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 HEALTH SCIENCES CENTER BOOKSTORE ("USF") 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 (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, 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. Barnes & Noble shall institute their textbook rental program at the USF Health Sciences Bookstore beginning with the fall semester in 2010 and work with USF to determine the number of textbooks to be made available for rental. At the end of the first year, both parties agree to review the results of the textbook program and upon mutual agreement, renew the program annually.
2. 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 Lease Agreement entitled "Rent Payment", and Section 15 of the License Agreement entitled "License Payments".

As of July 1, 2010, ongoing payments from Barnes & Noble to the University 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.

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.

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 this Amendment and Consolidation, then this Amendment and Consolidation shall control.

**Agreed:**

**University of South Florida Board of Trustees  
For Health Sciences Center Bookstore**

**Barnes & Noble College Bookstores, Inc.**

By: 

By: 

Name: Nesk I. Trivunovich

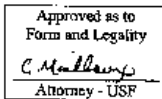
Name: Brian Stark

Title: Vice President, Business & Finance

Title: Vice President of Sales

Date: 6/30/10

Date: 7-10-10



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 Health will be included in your sales and will be paid at full commission. For the USF Health Sciences Bookstore (B&N #23), the full commission, as defined in the original Bookstore Agreement, will be paid at 9% of gross sales. These rates shall remain in effect for the remainder of the term of the original Bookstore Agreement.

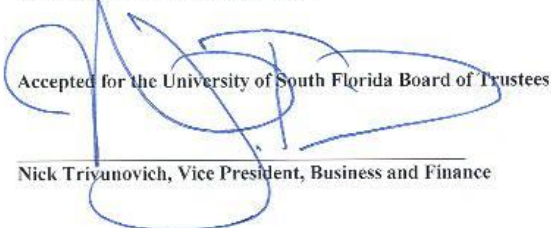
If you have any questions or concerns, please feel free to contact me directly at 407-823-1016 or via email at [bstark@bncollege.com](mailto:bstark@bncollege.com).

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

APPROVED AS TO  
FORM AND LEGALITY  
  
ATTORNEY - USF

# BARNES & NOBLE

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## COLLEGE

### Amendment and Extension of the USF Health Sciences Center Bookstore Agreement(s)

This Amendment is entered this \_\_\_\_ day of July 2013 by and between The University of South Florida Board of Trustees, a public body corporate, on behalf of its Health Sciences Center Bookstore ("USF") and Barnes & Noble College Booksellers, LLC., a New York corporation, having its principle place of business at 120 Mountain View Boulevard, Basking Ridge, NJ ("Barnes & Noble") for Bookstore Services.

USF 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 a certain Amendment and Consolidation of the Bookstore Lease Agreement and Bookstore License Royalty Agreement dated July 1, 2010 (referred to as "Agreement(s)").

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

Subject to approval in writing of all plans and specifications by USF, Barnes & Noble will spend up to \$20,000 to design, construct, equip, and install fixtures in the Bookstore. Barnes & Noble will depreciate the investment over the five (5) year period of this agreement on a straight-line basis. Should USF cancel or fail to renew the agreement before the end of that period, then USF shall reimburse Barnes & Noble for any amount of the investment not yet amortized.

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

#### Agreed:

**Barnes & Noble College Booksellers, LLC.**

By: B Stark  
Name: Brian Stark  
Title: VP, Stores  
Date: 7-15-13

**University of South Florida Board of Trustees for  
Health Sciences Center Campus**

By: [Signature]  
Name: NICE TRIVUNOVICH  
Title: VICE PRESIDENT, BUSINESS + FINANCE  
Date: 8/16/13

Approved as to  
Form and Legal Sufficiency  
[Signature]  
C. John Mallory  
Attorney - USF