

# BARNES & NOBLE

COLLEGE BOOKSELLERS

**Agreement for the Extension of the Contract  
Between the  
Grossmont-Cuyamaca Community College District  
and  
Barnes & Noble College Booksellers, LLC**

The current contract between Grossmont-Cuyamaca Community College District and Barnes & Noble College Booksellers, LLC for bookstore services is hereby extended for a five-year period from July 1, 2011 through June 30, 2016 under the following conditions:

**1. Percentage of Sales:**

On an annualized basis, Barnes & Noble will pay Grossmont-Cuyamaca Community College District the following applicable percentage of gross sales at the Bookstore:

**6.5% of all gross sales from \$0 to \$6,000,000  
10% of all gross sales over \$6,000,000**

(Gross sales shall be defined as all collected sales at the Bookstore, including textbook rentals and all sales from your bookstore website, less voids, refunds, sales tax, discounted departmental sales, handling fees associated with non-return of rental textbooks, campus debit card fees, computer hardware, eBook readers, discounted faculty/staff sales, pass-through income, rental inventory, and other merchandise mutually designated as non-commissionable, etc.)

If annual gross sales of the Bookstore shall materially decline as a result of declining enrollment (i.e., decrease 5% or more), public legislation, other conflicting campus agreements, material changes in school policies or the business model of the industry, such as digital books, sales directly from the publisher, or other reasons outside of the control of Barnes & Noble, Grossmont-Cuyamaca Community College District agrees to negotiate in good faith with Barnes & Noble an appropriate reduction in the payments set forth above.

Grossmont-Cuyamaca Community College District and Barnes & Noble shall have the right to terminate this Agreement at any time by giving one hundred and twenty (120) days written notice to the other party.

**2. Repurchase of Inventory (Outstanding rentals):**

In the event that the Grossmont-Cuyamaca Community College District cancels this Agreement, Grossmont-Cuyamaca Community College District shall purchase, or require a successor contractor to purchase, Barnes & Noble's rental inventory outstanding at the time of the transition, at the buyback value (50% of the retail price).

**3. Annual Donation to Grossmont-Cuyamaca Foundation:**

To demonstrate our deep commitment to Grossmont-Cuyamaca Community College District, Barnes & Noble will pay The Grossmont-Cuyamaca Community College Foundation a \$2,000 annual donation.

4. **Scholarships:**

To demonstrate our commitment to Grossmont-Cuyamaca Community College District, Barnes & Noble will award \$10,000 to use at the discretion of Grossmont-Cuyamaca Community College.


5. **Renovations:**

Barnes & Noble will spend up to \$120,000 to design, construct, equip, and install fixtures in the Bookstore. Barnes & Noble will amortize this investment on a straight-line basis over the five year period of this agreement. Should Grossmont-Cuyamaca Community College cancel or fail to renew this agreement before the end of that period, then Grossmont-Cuyamaca Community College shall reimburse Barnes & Noble for any amount of the investment not yet amortized.

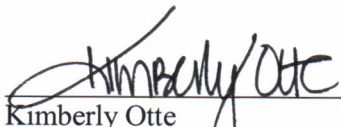
6. All other terms and conditions shall remain the same.

**Agreed:**

Grossmont-Cuyamaca Community College District      Barnes & Noble College Booksellers, LLC

  
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Sue Rearic  
Vice Chancellor Business Services

Date: 4/25/12

  
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Kimberly Otte  
Vice President, Stores

Date: 20 January 2012