

CONTRACT MODIFICATION NO. 02
BETWEEN THE UNIVERSITY of MARY WASHINGTON and BARNES & NOBLE COLLEGE BOOKSELLERS, LLC
June 11, 2024

In accordance with the terms and conditions of the original Contract, #UMW 18-797, "Changes to the Contract", under the General Terms and Conditions, the following modifications have been mutually agreed upon, and will take effect on July 1, 2024.

Relative to the general scope of the above referenced contract the University of Mary Washington hereby modifies the following Sections of the Contract. These changes are specific to the University of Mary Washington and shall not be applicable to agreements Barnes & Noble has entered into with other VASCUPP institutions of higher education under cooperative contract #UMW 18-797.

1. With reference to Section IV, "Financial Structure", the following changes are hereby made to subsection C, "Financial Contributions and Payments to University":
 - C.1.c: The \$100,000 investment by Contractor for store refresh is hereby removed.
 - C.2, "Commitments of Support": is hereby deleted in its entirety, which results in the removal of the following requirements:
 - C.2.a.: the annual \$15,000 contribution for Student Activities and Engagement (SAE) for years 1 through 5 of the contract;
 - C.2.b.: the annual \$10,000 Contractor's contribution in textbook scholarships;
 - C.2.c.: the annual \$25,000 contribution for Student Activities and Engagement (SAE) for years 6 through 10 of the contract.
 - C.2.d: The Commitments of Support.
 - C.3.a: The \$100,000 annual cost recovery requirement is hereby removed.
 - C.3.b.vi: The Commission rates stated in C.3.b.vi.b) and C.3.b.vi.c) are hereby removed and are replaced with "4% of Gross Sales and 4% of Gross Sales of First Day and e-Textbooks".
2. The Contract is hereby renewed for another year for the period of July 8, 2024 through June 30, 2025.

All other terms and conditions of the original contract referenced above shall remain in force.

By signing this modification, representatives of each party are certifying authorization to sign and agree to be bound by the terms and conditions of the contract.

CONTRACTOR

Barnes & Noble College Booksellers, LLC

Signature: **Lisa Crowe**
Digitally signed by Lisa Crowe
DN: cn=Lisa Crowe, o, ou,
email=lcrowe@bncollege.com, c=US
Date: 2024.06.12 09:19:27 -04'00'

Name (Printed): Lisa Crowe

Title: Vice President of Stores

Email: lcrowe@bncollege.com

Phone: 732-853-5131

Date: 6/12/2024

AGENCY

University of Mary Washington

Signature: _____

Name (Printed): Melva Kishpaugh

Title: Director, Procurement Services

Date: June 14, 2024