

LETTER OF INTENT

David Wain Coon, Ed.D
Superintendent/President
College of Marin
835 College Avenue
Kentfield, CA 94904

Greg Nelson
Vice President, Finance and College Operations,
College of Marin
1800 Ignacio Boulevard
Novato, CA 94949

Gentlemen:

This letter of intent has been prepared under the direction of the Rotary Club of Novato ("Rotary Club") and the Novato Rotary Endowment ("Endowment"). The Rotary Club is a non-profit organization focused on providing service to others, promoting integrity, and advancing world understanding, goodwill, and peace through its fellowship of business, professional, and community leaders.

The Endowment is the 501 (c) (3) foundation of the Rotary Club. The purpose of the Endowment is to receive charitable contributions on behalf of the club, invest the funds, and manage the proper charitable distribution of those funds. The Endowment has the structure and procedures in place to manage funds earmarked for specific purposes, including the Bill and Adele Jonas Rotary Community Center project contemplated by this Letter of Intent.

On behalf of the Rotary Club and the Endowment, I present to you the following letter evidencing the intent for the Rotary Club to enter in negotiations for the long term lease or similar transaction by the Rotary Club as Tenant and/or occupier from the Marin Community College District ("District") as Landlord and/or provider of the newly renovated premises known as Building 17 at the Indian Valley Campus of the District.

By submission of this "Letter of Intent," the Rotary Club and Endowment also communicate their intention to make a contribution of funds to the District for the express purpose of renovating and remodeling Building 17 on the District's Indian Valley Campus. The funds provided by the Rotary Club, through the Endowment, are funds that were

donated/entrusted to the Endowment by William (“Bill”) and Adele Jonas. It was the Jonas’ intention that these funds be used to create a community center for Novato.

It is the understanding and intent of the Rotary Club and Endowment that, in return for the above referenced donation, which funds will be used to fund a portion of the design, any required engineering and environmental studies, signage, furnishings, and other costs associated with the agreed to renovations of Building 17, the Rotary Club and other community organizations will be provided with access to Building 17 as an affordable, community serving activity center. It is further the understanding and intent of the Rotary Club and Endowment that, after the above noted renovations have been completed, Building 17 will be renamed by District as the “Bill and Adele Jonas Rotary Community Center”.

Neither the Rotary Club and Endowment, on the one hand, nor the District, on the other hand, will be under any legally binding obligation to the other until the parties negotiate mutually acceptable agreements as generally described herein.

Rotary Club and Endowment Proposed General Requirements:

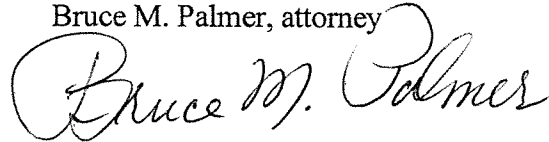
Term:	75 years (or as otherwise provided by statute or contract) after completion of the renovation of Building 17, plus option to renew (subject to statute or contract).
Use of the Structure:	Community Center for use by the Rotary Club, District Students, citizens of Novato and surrounding community organizations.
Use by Rotary Club:	Luncheons and activities
Improvements	District and Endowment to enter into an Improvement Agreement and to agree on the respective share of the varied costs for necessary On Site Improvements to Building 17 pursuant to a mutually approved building and adjacent area renovation plan. District shall be responsible for all construction supervision, performance and payment of contractor expenses. The timing, accountability, and payment by the Endowment of agreed costs will be specified in the negotiated agreement.
Rate:	One Dollar (\$1.00) per year for the term of the lease.
Expenses:	Endowment’s contribution will be to the Onsite Improvements to Building 17 per the Improvement Agreement.
Non-Binding:	This Letter of Intent is non-binding on the Rotary Club, the Endowment, or the District until the Agreements described herein have been fully executed by the above parties.

This letter of intent will remain valid until the close of business on May 30, 2016, at which time it will expire unless extended by written agreement executed by the Rotary Club and the Endowment.

The Rotary Club and the Endowment are excited about the possibilities of creating a true "community center" on the District's Indian Valley Campus to serve our Novato community and fulfill an unmet community need. We look forward to working with the District towards the successful completion of this renovation. Please feel free to contact us to discuss any questions you may have regarding this matter.

Sincerely,

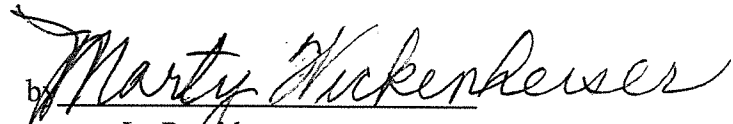
Bruce M. Palmer, attorney



Agreed to and Accepted:


Date:

Rotary Club of Novato, a California
non-profit corporation

by 
Its President

Date:

Novato Rotary Endowment, a California
non-profit 501(c) (3) corporation

by 
Its President