

TARRANT COUNTY COLLEGE DISTRICT

Board of Trustees Regular Monthly Meeting

October 18, 2012

6 p.m.

1. Call to Order. The Board of Trustees conducted its regular monthly meeting on Thursday, October 18, in the District Offices, May Owen Center, with Mr. William Greenhill presiding. Other trustees present were Mrs. Louise Appleman, Mr. O.K. Carter, Mrs. Kristin Vandergriff, Mr. Conrad Heede, Dr. Gwendolyn Morrison, and Mrs. Robyn Medina Winnett. Also present were Chancellor Erma Johnson Hadley and members of the TCCD faculty and staff.
2. Public Comment. Four students from the Northwest Campus Marine Creek Collegiate High school – Lalita Sundarrajan, Michah Vasquez, Madison White, and Tiana Howard – addressed the board, telling of their experiences on Northwest Campus and their plans after graduation. They thanked Chancellor Hadley and the board for their support and presented shirts with the high school’s crest.
3. Presentation on Student Access and Success and Administrative Programs and Projects.
 - a. Northeast Campus “ACCESS” – Northeast Campus President Larry Darlage said that ACCESS – Access to College Courses for Every Student’s Success – is a demonstration program funded by a grant from the Texas Higher Education Coordinating Board designed to study various strategies for improving developmental education. He introduced Dean of Humanities Antonio Howell and Vice President for Student Development Services Maggie de la Teja. Dr. Howell reviewed the history and purpose

of the \$5.1 million grant that funded both ACCESS and the PAVE (Pathways and Voyages in Education) at South Campus. Dr. de la Teja presented data on the 238 students enrolled in the ACCESS program in fall 2010. These students consistently outperformed other developmental students from Northeast Campus and those Districtwide. The success rate for students in the integrated reading and writing course was more than 76 percent. Dr. Darlage said the success of ACCESS is such that it should be scaled up for the entire District. He then introduced a video featuring students Matthew Jackson, Dana Renkin, and Martina Lopez. Dr. Darlage then addressed the sustainability of the program, saying that, even though the grant funding has ended, learning communities will continue and the Summer Bridge program will be converted to an AEP Boot Camp. Mrs. Winnett commented that the relatively small number of students might have contributed to the success rates. Dr. Darlage acknowledged this and said a clearer picture would emerge from last fall's experience.

- b. TCC Foundation "Year in Review" – Executive Director Joe McIntosh told the board that contributions for 2011-12 totaled \$3.1 million, a 116 percent increase over 2010-11. He gave figures on student scholarships and the Appleman Endowed Fund for faculty development. Other highlights included the "Little River Music" program, the Employee Annual Giving Campaign (\$163,000 to the Foundation and \$29,000 to the United Way), the Jim Bolen Math Competition, the Chancellor's CEO Roundtable, technical program grants, the approval of a Funds Management Agreement with the College, a Gift Acceptance Policy, a Facilities Naming Policy, and the scholarship agreement with Rotary Club District 5790. He acknowledged the service of long-time board members Mike Wilson and Ken Devero, who are going off the board, and introduced incoming

Board of Directors Chair Bob Benda. Mr. Benda expressed the board's support both for aiding students and for the larger issue of fostering TCC's mission of service to the entire community.

NOTE: Copies of both presentations are found in the Supplemental Minutes Book.

4. Board Action Items and Board Business Related Items.

- a. Approval of Minutes of Meetings of August 22, 2012. Mr. Greenhill asked that the minutes be approved with an amendment to Agenda Item No. 26 make No. 7 on the list of the chancellor's 2012-13 goals read as follows: "Develop a plan for alternative textbook products that will significantly reduce costs to the students – one District textbook for the top-10 highest enrollment courses and/or an e-reader or a combination of other strategies." On a motion by Mrs. Winnett, seconded by Mr. Carter, the board voted, 7-0, to approve the minutes as amended.

5. Consent Agenda.

- a. Consideration and Approval of the Reappointment of Dr. Larry Darlage to the City of North Richland Hills Tax Increment Reinvestment Zones (TIF) Number One and Number Two Board of Directors.
- b. Consideration and Approval of the Reappointment of Mr. Mark McClendon to the City of Colleyville Tax Increment Reinvestment Zone (TIF) Number One Board of Directors
- c. Consideration and Approval of the Proposed Amendment to the City of Grapevine Tax Increment Reinvestment Zone (TIF) Number One Authorizing a TCC Contribution Refund

6. Consideration and Approval of Items Removed from Consent Agenda.No items were removed from the consent agenda. On a motion by Mr. Heede, seconded by Mrs. Vandergriff, the board voted, 7-0, to approve the consent agenda.

7.Committee Reports.

a. Audit and Finance Committee: No report

b. Governance Committee – Institutional Plan Implementation Committee: Mr. Greenhill reported that the Governance Committee recommends creation of a committee to study all matters dealing with the Institutional Plan. He would nominate Mrs. Vandergriff, Dr. Morrison, and Mr. Carter as members of the committee. After discussion as to the name of the committee and whether to make it a special or standing committee, Mr. Carter made a motion, seconded by Mrs. Vandergriff, that a special committee, the Institutional Plan Committee, be established subject to review on each budget cycle. The motion was approved, 7-0. Mr. Greenhill's appointments were made without opposition and, at Mr. Carter's suggestion, Mrs. Vandergriff was named committee chair by Mr. Greenhill.

8. Consideration and Approval of Committee Recommendations.Approval was noted under Agenda Item No. 7.

9. Consideration and Approval of Yearly Allocation of Funds for the Purchase of Water and Sewer Utility Services from the Cities of Arlington, Fort Worth and Hurst. Amount: \$100,000. (Yearly Aggregate in Excess) On a motion by Mrs. Appleman, seconded by Dr. Morrison, the board voted, 7-0, to approve the fund allocation.

10. Consideration and Approval of Job Order Contract-General Contractor (JOC-GC) South Campus Drainage Improvements-Unforeseen Condition Emergency Approval by Chancellor.

Amount: \$ 85,729.92. On a motion by Mrs. Appleman, seconded by Dr. Morrison, the board voted, 7-0, to approve the contract.

11. Consideration and Approval of Final Deductive Change Order with H.C. Beck, Ltd. For the Emergency Operations Center Project at Trinity River Campus. Amount: \$(627,375.20) Credit. On a motion by Mr. Heede, seconded by Mr. Carter, the board voted, 7-0, to approve the deductive change order.
12. Consideration and Approval of BuyBoard Cooperative Agreement with Enviromatic Systems to Provide Equipment and Installation to Upgrade Control Systems to Reliable Building Automation Control System in the South Campus Library (SLIB). Amount: \$237,992. On a motion by Mrs. Appleman, seconded by Mr. Heede, the board voted, 7-0, to approve the agreement.
13. Consideration and Approval of TheInterlocal Purchasing System (TIPS) Cooperative Agreement with Texas Air Systems to Provide Air Handler Replacement for South Campus Library (SLIB). Amount: \$352,621. On a motion by Dr. Morrison, seconded by Mr. Heede, the board voted, 7-0, to approve the agreement.
14. Consideration and Approval of TheInterlocal Purchasing System (TIPS) Cooperative Agreement with Texas Air Systems to Provide Air Handler Replacement for Northeast Campus Health Sciences Building (NHSC). Amount: \$163,665. On a motion by Mr. Carter, seconded by Mrs. Vandergriff, the board voted, 7-0, to approve the agreement.
15. Consideration and Approval of Job Order Contracting General Contractor (JOC-GC) Agreement with Rayco Construction for Fifth (5th) and Sixth (6th) Floor Renovations at Trinity River Campus East Fork (TREF). Amount: \$301,048.11. On a motion by Mrs. Appleman, seconded by Dr. Morrison, the board voted, 7-0, to approve the agreement.

16. Consideration and Approval of BuyBoard Cooperative Agreement with Victory Awning to Replace the Protective Cover Structures for the Northwest Campus Storage Yard. Amount: \$126,340. On a motion by Mr. Carter, seconded by Mrs. Vandergriff, the board voted, 7-0, to approve the agreement.
17. Consideration and Approval of Job Order Trades (JOC-TRADES) Agreement with KS Restoration for Removal and Replacement of Waterproof Coating on the Third (3rd) Floor Parking Structure at Trinity River Campus. Amount: \$450,978.26. On a motion by Dr. Morrison, seconded by Mr. Heede, the board voted, 7-0, to approve the agreement.
18. Consideration and Approval of The Cooperative Purchasing Network (TCPN) Agreement with ThyssenKrupp to Provide Escalator and Elevator Service for Trinity River Campus. Amount: \$150,000. (Not to Exceed). On a motion by Mrs. Appleman, seconded by Mrs. Vandergriff, the board voted, 7-0, to approve the agreement.
19. Consideration and Approval of Ten (10) Month Contract with Parsons Environment & Infrastructure Inc. to Provide Program Management Services for TCCD Capital Improvement Program (CIP) Projects. Amount: \$801,740. (Not to Exceed). On a motion by Dr. Morrison, seconded by Mrs. Winnett, the board voted, 7-0, to approve the contract.
20. Consideration and a Approval of One (1) Month Extension for Sewell Advisory Services to Provide Financial Consulting Services for TCCD Capital Improvement Program (CIP). Amount: \$40,000. (Not to Exceed). On a motion by Mr. Heede, seconded by Dr. Morrison, the board voted, 7-0, to approve the extension.
21. Consideration and Approval of Purchase Agreement with Sirius Computer Solutions to Purchase IBM 7xx Series Servers and Virtual Tape Library. Amount: \$232,624. On a motion by Mrs. Appleman, seconded by Dr. Morrison, the board voted, 7-0, to approve the fund

allocation. On a motion by Mrs. Vandergriff, seconded by Mr. Carter, the board voted, 6-0, Mrs. Winnett having left the room, to approve the agreement.

22. Consideration and Approval of Annual Maintenance and Licensing Agreement for the Oracle Database Application. Amount: \$ 499,088.70. On a motion by Mrs. Appleman, seconded by Mr. Heede, the board voted, 6-0, Mrs. Winnett having left the room, to approve the agreement.

NOTE: Supporting materials on Agenda Items Nos. 9-22 are found in the Supplemental Minutes Book.

23. Monthly Financial Report. Mr. Mark McClendon, vice chancellor for finance, said that income is running slightly over budget one month into the fiscal year, while expenses are under budget. The Finance Department will finish year-end calculations in November and will present them to the board. The investment portfolio showed an increase in book value for the month of about \$12 million. Overall yield for the month ended September 30, 2012, was .46 percent against the 13-week T-bill average and .42 percent against the 26-week T-bill average.

24. Chancellor's Report. Chancellor Hadley referred to trustees for their reading a list of Campus Accolades. She then noted the presence of four South Campus students – JosèLule, Collin Finch, Deysi Cano, and CristianOlvera – from a United States Government class. She called on Mr. Tim Marshall, vice chancellor for technical services, to give the board an update on the Smarthinking Online Tutoring system, and then took trustees through a report, “The State of Higher Education in Texas,” delivered October 4 by Commissioner of Higher Education Raymund Parades. The report showed the extent to which the state has reached the goals established in the Closing the Gaps plan for higher education. She also gave

trustees copies of the five-point legislative agenda of the Texas Association of Community Colleges. Copies of the THECB presentation and the TACC legislative agenda are found in the supplemental minutes book, along with a full description of the chancellor's recent activities.

25. Board President's Report.

- a. Texas Higher Education Coordinating Board Conference Austin, TX—Mr. Greenhill and Dr. Morrison spoke about the conference, the focus of which was to encourage more trustee involvement. Mr. Heeded also attended.
- b. Association of Community College Trustees Leadership Congress Boston, MA – This meeting was attended by Mr. Greenhill, Dr. Morrison, Mrs. Winnett, and Mr. Heede. TCC made presentation on the Institutional Plan project to a standing room-only audience.

26. Closed Meeting. Mr. Greenhill called at 8:14 p.m. for a closed meeting, citing the following sections of the *Texas Government Code*.

- Deliberation on Real Property, Section 551.072, *Texas Government Code*. The real property discussion will address the purchase, exchange, lease or value of real estate to include recommendations from the Institutional Plan (*Facilities and Academics Plan*) and RadioShack amended lease.
- Deliberation on Personnel Matters, Section 551.074, *Texas Government Code*. The deliberation will include a discussion on the chancellor's 2012-13 performance goals and contract.

- Consultation with Attorney, Section 551.071, *Texas Government Code*. For purposes of a private consultation with board's attorney on any subjects or matters authorized by law.

The deliberation will include any pending/contemplated litigation.

The meeting reconvened at 9:00 p.m.

27. Consideration and Action on Closed Meeting Items. Mrs. Appleman moved that the board adopt a Third Amendment to the lease agreement dated June 25, 2008, between the College District and RadioShack Corporation and that the amendment be made part of the permanent record. Dr. Morrison seconded, and the motion was approved, 7-0. Mr. Carter then moved that the chancellor be authorize to execute and deliver the agreement to RadioShack. Mrs. Vandergriff seconded, and the motion was approved, 7-0. A copy of the amendment follows:

THIRD AMENDMENT TO LEASE

This THIRD AMENDMENT TO LEASE ("Amendment") is made and entered into effective for all purposes as of _____, 2012 (the "Effective Date"), by and between TARRANT COUNTY COLLEGE DISTRICT, a political subdivision of the State of Texas ("Landlord"), and RADIOSHACK CORPORATION, a Delaware corporation ("Tenant").

RECITALS:

A. Landlord and Tenant did heretofore make and enter into that certain Amended and Restated Lease dated effective as of June 25, 2008 (the "Original Lease") (the Original Lease, together with the exhibits and other attachments attached thereto, and as the same has been heretofore amended pursuant to the Prior Amendments described below, being referred to collectively as the "Lease"), which Lease sets forth the terms and conditions of the lease and demise by Landlord to Tenant of certain Premises as described and defined in the Lease.

B. The Lease heretofore has been amended pursuant to that certain First Amendment to Lease dated March 11, 2010 (the "First Amendment") heretofore made and entered into by and between Landlord and Tenant.

C. Pursuant to the First Amendment, the Lease was amended for the purpose of giving Tenant the option to extend the applicable Lease term with regard to the Clear Fork Building (as such term is defined in the Lease) and the West Fork Building (as such term is defined in the Lease), upon and subject to the terms, limitations and conditions more particularly described in the First Amendment.

D. The Lease heretofore has been further amended pursuant to that certain Second Amendment to Lease dated July 12, 2010 (the "Second Amendment") heretofore made and entered into by and between Landlord and Tenant (the First Amendment and the Second Amendment being sometimes herein collectively referred to as the "Prior Amendments").

E. Pursuant to the Second Amendment, the Lease was amended for the purpose of extending the applicable Lease term with regards to the Clear Fork Building and the West Fork Building and other certain modifications to the Lease upon and subject to the terms, limitations and conditions more particularly described in the Second Amendment.

F. Tenant and Landlord now desire to further extend the applicable Lease Term with respect to the Clear Fork Building and the West Fork Building and fix the Gross Rent (defined below) for the Control Center, the Data Center and the Clear Fork and West Fork Buildings,, upon and subject to the terms, limitations and conditions more particularly described hereinbelow and in the Lease, and Landlord and Tenant have additionally agreed to certain other modifications of the Lease as described hereinbelow, all upon and subject to the terms, limitations and conditions set forth in this Amendment.

G. Landlord and Tenant accordingly desire to amend the Lease upon the terms and provisions hereinafter set forth.

AGREEMENT:

For and in consideration of the above and foregoing premises and the mutual covenants and agreements set forth hereinbelow, together with other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged by each of the parties hereto, Landlord and Tenant do hereby agree that the Lease shall be and is hereby amended as follows:

1. Defined Terms. Terms defined in the Lease and delineated in this Amendment by initial capital letters shall have the same meanings ascribed thereto in the Lease, except to the extent that the meaning of any such term is specifically modified by the provisions of this Amendment. In addition, terms not defined in the Lease but defined herein will, when delineated with initial capital letters, have the meanings ascribed thereto in this Amendment. Terms and phrases which are not delineated in this Amendment by initial capital letters shall have the meanings commonly ascribed thereto. In that regard, the above and foregoing premises and recitals are incorporated in this Amendment and made a part hereof for all purposes, including incorporation of the definitions contained therein.

2. Modified Premises.

(a) Notwithstanding anything in the Lease to the contrary, no later than April 30, 2013, Tenant shall surrender to Landlord possession and use of (i) the Control Center and (ii) all but approximately 8,000 square feet of the Data Center (the Control Center and the surrendered portion of the Data Center may be referred to herein as the "Surrendered Premises"; the portion of the Data Center that Tenant may continue to exclusively use and possess may be referred to as the "Modified Data Center") in their then "AS-IS" condition and the Lease shall terminate with respect to the Surrendered Premises (the date that the Control Center and the surrendered portion

of the Data Center is surrendered to Landlord as provided herein may be referred to herein as the "Surrender Date"). Such termination shall be effective only as to the Surrendered Premises and not as to any other portion of the Premises. Following such termination, neither Landlord nor Tenant shall have any obligations to the other with respect to the Surrendered Premises except those obligations of Landlord and Tenant under the Lease through the Surrender Date and those obligations which survive the expiration or termination of the Lease as specified in the Lease. After the Surrender Date, the Premises shall consist of the West Fork Building, the Clear Fork Building and the Modified Data Center (collectively, the "Modified Premises"). The Modified Data Center is depicted on Exhibit A attached hereto.

(b) Within thirty (30) days after the Surrender Date, Tenant shall remodel Tenant's entrance, receiving area, access points and security systems to accommodate the surrender of the Control Center to Landlord. Landlord shall, within thirty (30) days after receipt of demand and copies of applicable invoices pertaining to such remodeling, reimburse Tenant for all costs and expenses incurred by Tenant in connection with such remodeling, provided that such reimbursement shall not exceed \$10,000.00. Remodeling costs in excess of \$10,000.00 shall be paid by Tenant.

3. Interim Period Rent Payment. The period beginning on July 1, 2011 and ending June 30, 2012 is herein referred to as the "Interim Period." Within thirty (30) days after the Effective Date, Tenant will pay to Landlord the amount of \$669,000.00 for all Basic Rent and Additional Rent payable with respect to the Control Center and the Data Center for the Interim Period (the "Interim Period Rent Payment"). Landlord and Tenant agree that the Interim Period Rent Payment comprises all Basic Rent and Additional Rent due under the Lease during the Interim Period with respect to the Control Center and the Data Center, including, without limitation, all Taxes, Electricity Charges and all other utility charges and all other recurring charges payable by Tenant under the Lease with respect to the Data Center and the Control Center. Landlord acknowledges that Gross Rent for the Interim Period pertaining to the West Fork Building and the Clear Fork Building has been paid in full by Tenant.

4. Extended Lease Term. The Lease Term for all elements of the Modified Premises shall be extended and modified such that the Lease Term shall expire on April 30, 2018. The period from July 1, 2012 through April 30, 2018 shall be defined as the "Extended Term." It is agreed that the aforesaid extension of the term of the Lease with respect to the Modified Premises shall be upon the same terms and conditions contained in the Lease, with the exceptions that (a) the term of the Lease with respect to the Modified Premises shall not be further available for renewal or extension except as provided in Paragraph 6 hereof, (b) the Basic Rent and all Additional Rent including, without limitation, all Taxes, Electricity Charges and all other utility charges and all other recurring charges payable by Tenant under the Lease (collectively, "Gross Rent") payable by Tenant to Landlord with respect to the Modified Premises during the Extended Lease Term shall be in the amounts set forth in Paragraph 5 hereof and (c) the Lease shall be otherwise amended during such Extended Term as set forth in this Amendment.

5. Gross Rent. During the Extended Term, Tenant shall pay Gross Rent as follows: (a) \$433,333.33 per month for the combined Gross Rent on the West Fork Building and the Clear Fork Building, (b) for the period from July 1, 2012 through the Surrender Date - \$50,750.00 per

month for the Data Center and the Control Center, and (c) for the period from the Surrender Date through April 30, 2018 - \$37,500.00 per month for the Modified Data Center. Except as specified in this Paragraph 5, Tenant is not obligated to pay any Additional Rent or other charges during the Extended Term for the Premises (or after the Surrender Date, for the Modified Premises).

6. Renewal Option. Tenant shall have the option to extend the Lease Term for one term of three (3) years for each of the West Fork Building and the Modified Data Center (collectively, the "Option Premises"), unless this Lease shall expire or be sooner terminated pursuant to the terms thereof. Tenant shall have no option to extend the Lease with respect to the Clear Fork Building. If Tenant exercises the three (3) year option as to the Modified Data Center, Tenant thereafter shall have the option to further extend the Lease for one (1) additional term of five (5) years for the Modified Data Center, unless this Lease shall expire or be sooner terminated pursuant to the terms thereof. Each such extension is herein individually called an "Option Term". In the event Tenant elects to extend the Lease Term for an Option Term, Tenant shall give a written notice to Landlord (an "Extension Notice") no later than six (6) months prior to the then-scheduled expiration of the Lease Term, which notice shall designate those portions of the Option Premises as to which the Option Term will cover. Upon the giving of an Extension Notice, the Lease Term shall be automatically extended for such Option Term as to the portion of the Option Premises designated in the Extension Notice on the terms and conditions provided in this Lease, except that Tenant shall have no further option to extend the Lease Term beyond said (i) one (1) term of three (3) years for the West Fork Building and/or the Modified Data Center and (ii) with respect to the Modified Data Center only, one (1) additional term of five (5) years for the Modified Data Center (assuming Tenant exercises its initial option to extend for three (3) years with respect to the Modified Data Center). Upon the request of Landlord or Tenant, the parties hereto will execute and exchange an instrument in recordable form setting forth any extension of the Lease Term in accordance with this Paragraph 6. If (i) an Event of Default shall exist as of the giving of the Extension Notice and such Event of Default remains uncured thirty (30) days after the giving of the Extension Notice or (ii) Tenant does not timely give an Extension Notice in accordance with the provisions of this Paragraph 6 then, unless Landlord and Tenant otherwise agree in writing, Tenant shall thereafter have no right to extend the Lease Term for the subject or any succeeding Option Term.

It is agreed that the aforesaid options to extend the Lease Term with respect to each of the West Fork Building and the Modified Data Center shall be upon the same terms and conditions contained in the Lease, with the exceptions that (a) the Lease Term with respect to each of the West Fork Building and the Modified Data Center shall not be further available for renewal or extension except as provided in this Paragraph 6, (b) the Gross Rent payable by Tenant to Landlord with respect to the Option Premises during the Extended Term shall be in the amount(s) set forth on Exhibit B attached hereto and (c) the Lease shall be otherwise amended during such Option Term as set forth in this Amendment.

7. Termination Option. Subject to the terms and conditions of this paragraph, beginning on April 30, 2016, Tenant may at any time and from time to time during the Extended Term terminate the Lease as to (i) the entire Modified Premises (*i.e.*, the Clear Fork Building, the West Fork Building, and the Modified Data Center); (ii) the Clear Fork Building and the Modified Data Center; (iii) the Clear Fork Building; or (iv) the Modified Data Center (the

“Termination Choices”), in each case by written notice to Landlord specifying the Termination Choice selected by Tenant (it being the intent that the only limitation in the Termination Choices is that there can be no termination of the Lease as to the West Fork Building unless the Lease as to the Clear Fork Building is also terminated). The effective date of any such termination shall be six (6) months after Landlord’s receipt of such written notice of termination from Tenant, subject to Tenant’s compliance with the provisions of this Paragraph 7. If Tenant properly and timely elects to terminate the Lease as to any one or more of the Clear Fork Building, the West Fork Building, and/or the Modified Data Center pursuant to the Termination Choices, such termination shall be effective only if Tenant shall (a) have paid all Gross Rent owing by Tenant to Landlord through the effective date of such termination, and (b) not be in default under any of the material terms, conditions or provisions of the Lease as of the date of Landlord’s receipt of such notice of termination or as of the effective date of such termination. Any such termination shall be effective only as to all (but not part) of the particular component of the Modified Premises with respect to which Tenant desires to terminate the Lease (e.g., if Tenant desires to terminate the Lease as to the Clear Fork Building, any such termination shall be effective only as to all (but not part) of the Clear Fork Building). Following such termination and payment by Tenant to Landlord of any sums owing by Tenant to Landlord, neither Landlord nor Tenant shall have any obligations to the other with respect to the portion of the Modified Premises with respect to which the Lease has been terminated except those obligations of Landlord and Tenant under the Lease through the effective date of such termination and those obligations which survive the expiration or termination of the Lease as specified in the Lease. Should Tenant exercise its termination right as to the Clear Fork Building, but not the West Fork Building, prior to April 30, 2018, Landlord and Tenant agree that the rent for the West Fork Building after termination of the Lease as to the Clear Fork Building shall be the rent shown in Exhibit B hereto for the remainder of the Extended Term.

8. Prohibited Persons and Transactions. Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the Term of the Lease (including any renewal or extension thereof and including the Extended Term with regard to any of the Premises) remain in compliance with the regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other governmental action relating thereto.

9. Brokers. Tenant hereby represents and warrants that it has not dealt with any real estate brokers or leasing agents in the negotiation of this Amendment, and that no commissions are payable to any person or party claiming by, through or under such party as a result of the consummation of the transaction contemplated by this Amendment. LANDLORD AND TENANT EACH HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD THE OTHER HARMLESS OF, FROM AND AGAINST ANY AND ALL LOSS, COSTS, DAMAGES OR EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS’ FEES AND DISBURSEMENTS, BY REASON OF ANY CLAIM OF OR LIABILITY TO ANY BROKER, AGENT, ENTITY OR PERSON CLAIMING BY, THROUGH OR UNDER SUCH INDEMNIFYING PARTY OR AS A RESULT OF SUCH INDEMNIFYING PARTY’S ACTS, OMISSIONS OR COMMITMENTS AND ARISING OUT OF OR IN CONNECTION WITH

THE NEGOTIATION AND EXECUTION OF THIS AMENDMENT. LANDLORD'S AND TENANT'S INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH AND UNDER ANY OTHER PROVISION OF THE LEASE AND THIS AMENDMENT SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE LEASE.

10. Ratification. Tenant hereby ratifies and confirms its obligations under the Lease, and Tenant represents and warrants to Landlord that Tenant has no defenses thereto. All clauses and terms of the Lease, as modified by this Amendment, are hereby ratified and deemed to apply fully and without exception to the Premises. Additionally, Tenant hereby further confirms and ratifies that, as of the date of this Amendment, (a) the Lease is and remains in good standing and in full force and effect, and (b) Tenant has no current knowledge of any claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant.

11. Binding Effect; Governing Law. This Amendment inures to the benefit of and shall be binding upon Landlord and Tenant and their respective successors and permitted assigns. This Amendment and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas.

12. Miscellaneous. Except as specifically amended by the provisions hereof, the terms and provisions stated in the Lease shall continue to govern the rights and obligations of Landlord and Tenant with respect to the matters that are the subject of the Lease; and all provisions and covenants of the Lease are and shall remain in full force and effect as stated therein, except to the extent specifically amended by the provisions of this Amendment. The Lease and this Amendment shall be construed as one instrument. In that regard, the Lease and this Amendment, including all exhibits and addenda to each such document, constitute the entire agreement between the parties relative to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements and understandings of Landlord and Tenant in connection therewith. Captions and headings throughout this Amendment are inserted only as a matter of convenience and are not to be given any effect whatsoever in construing this Amendment. Words of masculine, feminine or neuter gender shall mean and include the correlative words of the other genders, and words importing a singular number shall mean and include the plural number and vice versa. All references in this Amendment to numbered sections, articles and/or paragraphs are references to the sections, articles and/or paragraphs hereof, unless otherwise expressly designated in context. No inference in favor of or against any party shall be drawn from the fact that such party has drafted any provision of this Amendment or that such provisions have been drafted on behalf of said party.

13. Multiple Counterparts. To facilitate execution hereof, this Amendment may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Amendment delivered by facsimile or electronic mail transmittal shall have the effect of an original, executed instrument. All counterparts of this Amendment shall collectively constitute a single instrument; but, in making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart. It shall not be necessary for the signature of, or on behalf of, each party to this Amendment, or that the signature of all persons required to bind any such party, appear on each counterpart of this Amendment. Each signature page to any counterpart of this Amendment may be detached from such counterpart without impairing the

legal effect of the signatures thereon and thereafter attached to another counterpart of this Amendment identical thereto except having attached to it additional signature pages.

14. Tenant's Authority. Each person signing this Amendment on behalf of a party hereby warrants and represents to the other party that he or she has the lawful and proper responsibility and authority to execute this Amendment as provided herein. In addition, if any party comprising Tenant has executed this Amendment as a corporation or a partnership, Tenant hereby further represents and warrants to Landlord that (a) such entity is a duly organized and existing corporation or partnership, as the case may be, under the laws of the applicable state of its organization, (b) such entity is in good standing under the laws of such applicable state, (c) such entity is qualified to do business in the state in which the Premises are situated, (d) such entity has full right and authority to execute this Amendment, and (e) this Amendment constitutes a valid and legally binding obligation of such entity, enforceable in accordance with its terms.

15. Recording. Recording of the Lease or this Amendment (or notice thereof) in any real property records is prohibited, except as may be otherwise hereafter agreed by Landlord in writing executed by Landlord.

16. Exculpation. This Amendment and the obligations of Landlord under this Amendment are and shall be and remain subject to and limited by the exculpation and limitations of Landlord's liability as are set forth in the Lease (including, without limitation, pursuant to Paragraphs 7, 8, 16, 32 and 40 thereof).

The parties hereto have caused this Amendment to be executed effective as of the Effective Date.

LANDLORD:

TARRANT COUNTY COLLEGE DISTRICT,
a political subdivision of the State of Texas

By: _____
Name: _____
Title: _____

TENANT:

RADIOSHACK CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

PLAN OF THE MODIFIED DATA CENTER

[to be attached]

EXHIBIT B

GROSS RENT DURING OPTION PERIODS

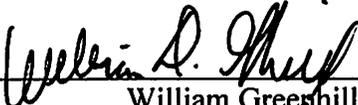
WEST FORK BUILDING

<u>Period</u>	<u>Annual Gross Rent</u>	<u>Monthly Gross Rent</u>
May 1, 2018 - April 30, 2021	<u>\$4,050,000.00</u>	<u>\$337,500.00</u>

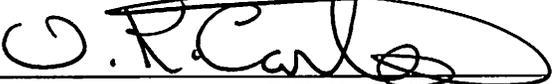
MODIFIED DATA CENTER

<u>Period</u>	<u>Annual Gross Rent</u>	<u>Monthly Gross Rent</u>
May 1, 2018 - April 30, 2021	<u>\$472,500.00</u>	<u>\$39,375.00</u>
May 1, 2021 - April 30, 2026	<u>\$496,125.00</u>	<u>\$41,343.75</u>

28. Adjournment and Announcement of Next Meeting. Mr. Greenhill announced that the next meeting of the board would be on Thursday, November 15, at the May Owen Center. He adjourned the meeting at 9:05 p.m.



William Greenhill, President,
Board of Trustees



O.K. Carter, Secretary,
Board of Trustees