

ORDER AUTHORIZING PAYMENT

(727 Plantation Dr, Richmond, Texas 77406)

THE STATE OF TEXAS §

§

COUNTY OF FORT BEND §

On the 12th day of September, 2023, at a duly posted and called meeting of the Commissioners Court of Fort Bend County, Texas, on motion of Commissioner _____, seconded by Commissioner _____, duly put and carried;

WHEREAS, on July 11, 2023, this Commissioners Court authorized the purchase and acquisition of that certain improved real property located at 727 Plantation Dr, Richmond, Fort Bend County, Texas 77406, which property is legally described as follows:

All of Unrestricted Reserve “B-2” in Plantation Crossing Subdivision, Partial Replat No. 1 of Unrestricted reserve “B”, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded under Clerk’s File No. 20100032 of the Official Public Records of Fort Bend County, Texas (the “Property”).

WHEREAS, the Closing Date for the Property is scheduled for September 15, 2023.

NOW THEREFORE BE IT ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

1. Approves the payment for the acquisition and closing of the Property located at 727 Plantation Dr, Richmond, Fort Bend County, Texas 77406 for the total sum of Ten Million Seven Hundred Fifty Thousand Eight Hundred Eighty Nine and 37/100 Dollars (\$10,750,889.37) upon the terms and conditions contained in the closing statement as attached to this Resolution and Order to Pay (hereinafter the “Closing Statement”);
2. Authorizes KP George, County Judge, and/or James Knight, Director of Fort Bend County Facilities Management and Planning, and/or Bridgett Smith-Lawson, County Attorney (or an Assistant County Attorney on her behalf), to approve and execute the attached Deed, Sale/Lease-Back Agreement, and Closing Statement attached hereto as Attachment “A” and all other documents necessary to effect the acquisition of the Property;

3. Authorizes the County Auditor and County Treasurer of Fort Bend County to issue payment from line item _____ to the payee(s) and in the amount listed below

Payee: **Alamo Title Company**
9750 Bellaire Blvd. Ste 299
Houston, Texas 77036
(for the benefit of Wadhwani Holdings, LLC)

Payment Amount: Ten Million Seven Hundred Fifty Thousand Eight Hundred Eighty Nine and 37/100 Dollars (\$10,750,889.37).

PASSED and APPROVED this 12th day of September, 2023.

FORT BEND COUNTY, TEXAS

KP GEORGE,
COUNTY JUDGE

ATTEST:

LAURA RICHARD,
COUNTY CLERK

ATTACHMENT A

(Closing Statement, Deed, and Lease-Back Agreement Follow Behind)

Alamo Title Company

9750 Bellaire Blvd., Suite 299, Houston, TX 77036
Phone: (713)271-8886 | Fax: (713)271-8897

BUYER'S STATEMENT

Settlement Date: September 15, 2023

Disbursement Date: September 15, 2023

Buyer: Fort Bend County
301 Jackson, Ste 301
Richmond, TX 77469

Seller: Wadhvani Holdings LLC
7502 Drayton Ct
Sugar Land, TX 77479

Property: 727 Plantation Dr
Richmond, TX 77406
0062 WM MORTON, ACRES 3.7196, Unrestricted Reserve "B-2", Plantation Crossing S/D
Partial Replat No

Escrow Number: ATCH23130735

Escrow Officer: Nadine Bui

	\$	DEBITS	\$	CREDITS
FINANCIAL CONSIDERATION				
Sale Price of Property	10,930,332.00			
Deposit or earnest money				100,000.00
PRORATIONS/ADJUSTMENTS				
County Taxes at \$115,663.26 01/01/23-09/15/23 (\$115,663.26 / 365 X 258 days)				81,756.50
HOA Prorations / Credit Seller Annually 09/16/23-12/31/23 (\$6,446.97 / 365 X 107 days) at \$6,446.97	1,889.93			
TITLE & ESCROW CHARGES				
eRecording Fee - FBO CSC e-Recording Services, Inc. WD	Vo & Pham Law Firm, PLLC	3.94		
Escrow Fee	Vo & Pham Law Firm, PLLC	400.00		
GOVERNMENT CHARGES				
Recording Fees WD	Vo & Pham Law Firm, PLLC	20.00		
Subtotals	10,932,645.87			181,756.50
Balance Due FROM Buyer				10,750,889.37
TOTALS	10,932,645.87			10,932,645.87

APPROVED and ACCEPTED

Buyer and Seller understand the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Buyer and Seller understand that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Buyer and Seller direct. The undersigned hereby authorizes Alamo Title Company to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BUYER:

Fort Bend County

BY:_____

KP George

Fort Bend County Judge

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Alamo Title Company

Settlement Agent

Project:
727 Plantation
Richmond, TX 77406

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: _____, 2023

Grantor: WADHWANI HOLDINGS, LLC
a Texas Limited Liability Company

Grantor's Mailing Address:

c/o Deepak Wadhwani, Reg. Agent
7502 Drayton Court
Sugar Land, Texas 77479

Grantee: FORT BEND COUNTY, TEXAS,
a political subdivision of the State of Texas

Grantee's Mailing Address:

c/o County Judge
401 Jackson St.
Richmond, Texas 77469

Consideration: Ten and No/100 Dollars (\$10.00) and other valuable consideration.

Property (including any improvements): All of Unrestricted Reserve "B-2" in Plantation Crossing Subdivision, Partial Replat No. 1 of Unrestricted Reserve "B", a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded under Clerk's File No. 20100032 of the Official Public Records of Fort Bend County, Texas (the "Land"); said Land being more particularly described by Survey attached hereto as Exhibit "A" and incorporated by reference herein.

TOGETHER WITH (a) the buildings, parking areas, improvements, and fixtures now situated on the Land (the "Improvements"); (b) all easements, hereditaments, and appurtenances belonging to or inuring to the benefit of Grantor and pertaining to the Land, if any; (c) any street or road abutting

Project:
727 Plantation
Richmond, TX 77406

the Land to the center lines thereof; and (d) all contracts and agreements relating to the operation or maintenance of the Land or Improvements currently in effect (as hereinafter defined) (the "Contracts");

Excluded from this conveyance shall be all personal property situated within the Improvements including any kitchen equipment, office furniture, and storage racks related to inventory in the building SAVE AND EXCEPT the personal property listed in Exhibit "B" (the "Personal Property") attached hereto and incorporated by reference herein.

The Land, the Improvements, the Personal Property, the Contracts and all other property described above are collectively referred to as the "Property."

Reservations from and Exceptions to Conveyance Warranty: This conveyance is made and accepted subject to any and all valid easements and outstanding mineral and/or royalty interest in the oil, gas, and other minerals, now outstanding or affecting the premises herein conveyed, now of record in the County Clerk's Office of Fort Bend County, Texas, but only to the extent they are still in force and effect.

GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, WITH RESPECT TO ANY MATTER CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: (I) TITLE (OTHER THAN ANY WARRANTY OF TITLE SET FORTH IN THIS DEED (II) HABITABILITY, MERCHANTABILITY OR SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OR USE, (III) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WATER, DRAINAGE AND GRADING, SOIL AND GEOLOGY, ZONING, LOCATION OF CEMETERIES, UTILITY AVAILABILITY OR HOOK-UP, EASEMENT RIGHTS, FLOOD PLAINS (OR PORTIONS OF THE PROPERTY IN A FLOOD PLAIN) AND THE COSTS AND REQUIREMENTS OF SAME, ACCESS TO STREETS, COSTS OF UTILITIES, LOCATION OF CURB CUTS AND MEDIAN BREAKS IN STREETS, SEWAGE FACILITIES (INCLUDING, WITHOUT LIMITATION, AVAILABILITY OR NONAVAILABILITY OF APPROPRIATE WATER AND SEWER CAPACITY) OR OTHER GOVERNMENTAL RIGHTS OR OBLIGATIONS, (IV) COMPLETENESS, ACCURACY OR APPROVAL OF PERMITS, SURVEYS, PLATS, PRELIMINARY PLATS, POLLUTION ABATEMENT PLANS, SUBDIVISION PLANS OR REPORTS CONCERNING THE PROPERTY, (V) TAX CONSEQUENCES, (VI) COMPLIANCE OF ALL OR ANY PART OF THE PROPERTY WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS WITH RESPECT TO HEALTH, THE ENVIRONMENT, ENDANGERED SPECIES AND WETLANDS (COLLECTIVELY, "ENVIRONMENTAL LAWS"), INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND

Project:
727 Plantation
Richmond, TX 77406

RECOVERY ACT OF 1976, AS AMENDED, THE ENDANGERED SPECIES ACT (16 U.S.C. §1531, ET SEQ.), AS AMENDED, THE TEXAS WATER CODE, AS AMENDED, THE TEXAS NATURAL RESOURCE CODE, AS AMENDED, AND THE TEXAS SOLID WASTE DISPOSAL ACT, AS AMENDED, (VII) THE EXISTENCE OF ASBESTOS, OIL, ARSENIC, PETROLEUM OR CHEMICAL LIQUIDS OR SOLIDS, LIQUID OR GASEOUS PRODUCTS OR HAZARDOUS SUBSTANCES AS THOSE TERMS AND SIMILAR TERMS ARE DEFINED OR USED IN APPLICABLE ENVIRONMENTAL LAWS, (VIII) NATURE AND EXTENT OF ACCESS TO RIGHTS-OF-WAY OR UTILITIES, AVAILABILITY OF PERMITS TO ACCESS RIGHTS-OF-WAY OR UTILITIES ON THE PROPERTY OR LAND OWNED BY THIRD PARTIES, RIGHTS-OF-WAY, LEASES, ENCUMBRANCES, LICENSES, RESERVATIONS, CONDITIONS OR OTHER SIMILAR MATTERS, (IX) COMPLIANCE WITH ANY LAW, ORDINANCE OR REGULATION OF ANY GOVERNMENTAL ENTITY OR BODY, OR (X) PROPERTY OWNER CLAIMS OR CLAIMS, DEMANDS, OR OTHER MATTERS BY, AGAINST OR WITH RESPECT TO ANY PROPERTY OWNERS ASSOCIATION OR RELATING TO ANY RESTRICTIVE COVENANTS ENCUMBERING THE PROPERTY. SALE OF THE PROPERTY IS MADE ON AN "AS-IS, WHERE-IS" AND "WITH ALL FAULTS" BASIS. GRANTEE ACKNOWLEDGES THAT IT HAS HAD THE FULL, COMPLETE AND UNFETTERED RIGHT TO INSPECT THE PROPERTY TO GRANTEE'S SATISFACTION AND THE SALES PRICE PAID FOR THE PROPERTY WAS IN PART BASED UPON THE FACT THAT THE CONVEYANCE OF THE PROPERTY IS MADE BY GRANTOR WITHOUT WARRANTY OR REPRESENTATION (EXCEPT ANY WARRANTY OF TITLE SET FORTH IN THIS DEED AND THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN). BY ACCEPTANCE OF CONVEYANCE, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS RELIED ONLY UPON GRANTEE'S OWN INSPECTIONS AS TO THE CONDITION OF THE PROPERTY, OR ITS OWN DECISION NOT TO INSPECT ANY MATTER. THE TERMS AND PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING.

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Project:
727 Plantation
Richmond, TX 77406

Executed on the dates of the acknowledgments herein below taken, to be effective as of the date above.

GRANTOR

WADHWANI HOLDINGS, LLC
a Texas Limited Liability Company

By: _____
Deepak Wadhwani,
Managing Member

Acknowledgement

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Deepak Wadhwani, Managing Member of Wadhwani Holdings, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

Printed Name: _____

Commission Expires: _____

Project:
727 Plantation
Richmond, TX 77406

ACCEPTED:

FORT BEND COUNTY, TEXAS

By: _____
KP George, County Judge

ATTEST:

Laura Richard, County Clerk

Acknowledgement

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2023, by James Knight, Director of Fort Bend County Facilities Management and Planning, on behalf of Fort Bend County, Texas

Notary Public, State of Texas

Printed Name: _____

Commission Expires: _____

After Recording Please Return To:
James Knight, Director
Fort Bend County
Facilities Mgmt. and Planning
301 Jackson St., Suite 301
Richmond, Texas 77469

Project:
727 Plantation
Richmond, TX 77406

EXHIBIT A

(Survey Follows Behind)

Project:
727 Plantation
Richmond, TX 77406

EXHIBIT B

As part of the consideration for this conveyance, Grantor conveys to Grantee the following Personal Property:

1. Security System including cameras and entire system. Grantor shall remove all hard drives but cameras and remaining system components will stay with the security system.
2. All sport equipment, including but not limited to flooring, floor mats, scoreboards, all balls, ball racks and baskets, basketball and volleyball storage baskets, all nets, workout equipment in workout room, cones, practice equipment, volleyball referee stands.
3. Check-in desks and counter in entry/lobby
4. Picnic tables
5. TV monitors in snack area and gymnasium area
6. Man Lift

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SALE-LEASEBACK AGREEMENT

This Sale-Leaseback Agreement ("Agreement") is made and entered into by and between Fort Bend County, Texas, a political subdivision of the state of Texas (hereinafter, "County" or "Lessor"), and Wadhvani Holdings, LLC, a Texas limited liability company (hereinafter "Lessee") pursuant to County's acquisition of that certain improved real property. County and Lessee may be collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, on August 3, 2023, County and Lessee entered into that certain Commercial Contract for County's acquisition of improved real property located at 727 Plantation Rd., Richmond, Texas 77406, which property is legally described as follows:

All of Unrestricted Reserve "B-2" in Plantation Crossing Subdivision Partial Replat No. 1 of Unrestricted Reserve "B", a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded under Clerk's File No. 20100032 of the Official Public Records of Fort Bend County, Texas (the "Property").

WHEREAS, pursuant to the terms of the Commercial Contract, the Parties desire to enter into an agreement whereby Lessee will simultaneously sell the Property to County and County will leaseback to Lessee the Property as more particularly described in the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, County and Lessee hereby agree as follows:

1. **Demise of Property.** County, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from County, all of the above-described Property (hereinafter, the "Leased Premises"), said Leased Premises being the same property conveyed to County by Lessee by Special Warranty Deed.
2. **Term.** The term of this Agreement ("Term") shall commence on the date of Closing of the above described Property (the "Commencement Date") and shall terminate thirty (30) calendar days from said Closing date, unless sooner terminated in accordance with the terms of this Agreement.
3. **Rent.** As rental for the use and occupancy of the Leased Premises, Lessee agrees to pay County the sum of One and 00/100 Dollars (\$1.00) for the Term to be paid to County at Closing. Lessee shall not be entitled to a refund of the rent if this Agreement terminates

before the end of the Term in the event Lessee defaults under this Agreement or voluntary surrenders the Leased Premises.

4. **Utilities.** Lessee shall be responsible for payment of all utility services supplied to the Leased Premises during the Term of this Agreement and holdover periods.
5. **Use of Leased Premises.** This Agreement does not constitute a conveyance of the Leased Premises to Lessee but grants only lease of said premises.
 - (a) Use of the Leased Premises shall be limited to Lessee's continued use and tenancy of said premises.
 - (b) Lessee may not assign this Agreement or sublet any part of the Leased Premises. Any attempted sublet or assignment or partial sublet or assignment by Lessee shall be void and of no effect.
 - (c) No hunting or discharging of firearms, bows and arrows, or crossbows are allowed on the Leased Premises at any time.
 - (d) Lessee shall not have the right at any time during the Term of this Agreement to materially alter the Leased Premises including erect, alter, remodel, reconstruct, rebuild, replace, or remove any buildings or other improvements or fixtures on the Leased Premises, or correct or change the contour of the Leased Premises, without the prior written approval of County. County may require that Lessee, at the end of the Term and at Lessee's expense, remove any physical additions and improvements, repair any alterations, and restore the Leased Premises to the same condition as at the time of closing, except normal wear and tear. Any remaining improvements or fixtures placed on the Leased Premises during the Term shall remain on the premises and become the property of County upon the termination of this Agreement.
6. **Condition. LESSEE HEREBY ACCEPTS AND LEASES THE LEASED PREMISES "AS IS" AND ACCEPTS IT IN ITS PRESENT CONDITION AS OF THE DATE OF CLOSING. LESSEE ACKNOWLEDGES AND STIPULATES THAT THERE IS NO WARRANTY BY COUNTY, EXPRESS OR IMPLIED, THAT THE LEASED PREMISES IS FIT FOR A PARTICULAR PURPOSE, OR FREE FROM ANY DEFECTS. LESSEE ACKNOWLEDGES AND STIPULATES THAT LESSEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES, BUT IS INSTEAD RELYING ON LESSEE'S OWN EXAMINATION OF THE LEASED PREMISES.** Upon termination of this Agreement, Lessee shall surrender the Leased Premises to County in the same condition as at the time of Closing, normal wear and tear excepted.

7. **Repairs and Maintenance.** Lessee shall keep and maintain, or cause to be kept and maintained all grounds, buildings and improvements on the Leased Premises in a good state of appearance, repair and condition during the Term, including but not limited to the yard, trees and shrubs, unless otherwise required by the Texas Property Code. Lessee shall promptly repair at Lessee's expense any damage to the Leased Premises caused directly or indirectly by an act or omission of the Lessee or any person other than the Lessor, Lessor's agents, servants or representatives while on the Leased Premises.

8. **Insurance.**

(a) Lessee shall obtain and maintain insurance at all times during the Term of this Agreement including Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate covering liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder. Lessee shall also obtain and maintain fire and extended coverage insurance on all personal property belonging to Lessee located on the Leased Premises. Fort Bend County, Texas and the members of the Fort Bend County Commissioners Court shall be named as additional insured. All Liability policies shall contain a waiver of subrogation in favor of Fort Bend County, Texas and members of the Fort Bend County Commissioners Court. For Commercial General Liability, the Buyer shall be named as an Additional Insured on a Primary & Non-Contributory basis.

(b) Lessee shall provide a certificate of insurance evidencing the same upon request by County.

(c) The provision by Lessee of insurance shall not limit the liability of Lessee under this Agreement.

(d) County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Lessee.

9. **Indemnity.**

(a) **LESSEE SHALL DEFEND, INDEMNIFY, AND SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE), LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM OR RELATED TO ACTIVITIES OF LESSEE, ITS AGENTS, SERVANTS OR REPRESENTATIVES ON THE LEASED PREMISES DURING THE TERM OF THE AGREEMENT THAT RESULTS FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF LESSEE OR ANY OF LESSEE'S AGENTS, SERVANTS, OR REPRESENTATIVES.**

- (b) Lessee's duty to defend, indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the termination of this Agreement unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of this Lease Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
- (c) In the event of any dispute between the Parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Lessee, Lessee shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and missions of Lessee are not at issue in the matter.

10. **County's Right of Entry.**

- (a) Lessee shall permit County or County's agents, representatives or employees to enter the Leased Premises at any time, and from time to time, for the purposes of: (1) conducting inspections to determine whether Lessee is in compliance with the terms of this Agreement; (2) determining the general condition of the Leased Premises; (3) commencing any emergency or non-emergency repairs for the Leased Premises; (4) constructing any improvements necessary for repairs or County's occupation of the Leased Premises; and (5) addressing or resolving any items on the July 27, 2023 Fort Bend County Fire Marshal Inspection Report.
- (b) Lessee shall provide, at no cost to County, access codes and keys to all locks placed on buildings, gates, and restricted access areas to allow County access to the Leased Premises during the Term of this Agreement.

11. **Encumbrances.** Lessee shall not, at any time, encumber the leasehold interest, by deed of trust, mortgage or other security instrument. Nor shall Lessee suffer or permit any mechanic's lien, materialman's liens or any other type of lien to be placed upon the Leased Premises or upon any improvements thereof. If any such mechanics' lien, materialmen's lien, or any other type of lien shall be recorded against the Leased Premises, or any improvements thereof, Lessee shall cause the same to be promptly removed.

12. **Damage or Destruction.** If the Leased Premises or any improvement located on the Leased Premises are damaged or destroyed by fire, tornado, or other casualty, Lessee shall immediately notify County in writing of such damage or destruction and shall include a description of the damage and, as far as known, the cause of the damage.

13. **Default.** Lessee shall be in default of this Agreement if Lessee fails to timely perform its duties and obligations under this Agreement. County shall notify Lessee in writing of such default and shall give Lessee reasonable time to cure such default. If Lessee fails or refuses to cure such default within the time period prescribed by County, then County may terminate this Agreement upon written notice to Lessee of its intent to terminate and the effective date of termination.
14. **Voluntary Termination.** Lessee may voluntarily terminate this Agreement at any time prior to the end of the Term upon written notice to County. Lessee shall notify County in writing no later than 48 hours after Lessee vacates the Leased Premises.
15. **Holding Over.** Lessee shall surrender possession of the Leased Premises upon termination of this Agreement. Any possession by Lessee beyond the Termination Date shall create a tenancy at sufferance and will not operate to renew or extend this Agreement. Lessee shall pay County ten and 00/100 Dollars (\$10.00) per day during the period of any possession after the Termination as damages, in addition to any other remedies to which County is entitled.
16. **Compliance.** In performing its obligations under this Agreement, Lessee shall comply with all applicable federal, state, county, or city laws, rules, and regulations. Lessee shall not sue the Leased Premises, or any part thereof, for any use or purpose in violation of any valid and applicable law, rule, regulations, or ordinance of the United States, the state of Texas, County of Fort Bend, or other lawful authority having jurisdiction over the Leased Premises or Lessee's activities.
17. **Notices.** Any and all notices required or permitted under this Lease shall be in writing and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail, first class postage prepaid, registered or certified mail, return receipt requested or when properly addressed upon deposit with Federal Express, Express Mail or other overnight courier service. Notices shall be properly addressed if addressed to the Parties as follows:

If to LESSEE: Wadhwani Holdings, LLC
 Attn: Deepak Wadhwani
 7502 Drayton Ct.
 Sugar Land, Texas 77479

If to COUNTY: Fort Bend County Facilities Management and Planning
 Attn: Director
 301 Jackson St.
 Suite 301
 Richmond, Texas 77469

Lessee shall promptly notify County in writing of any change to Lessee's contact information above.

18. **No Partnership.** The relationship between County and Lessee at all times shall remain solely that of landlord and tenant, and shall not be deemed to be a partnership or joint venture.
19. **No Waiver.** No waiver by County of any default or breach of any covenant, condition or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.
20. **Entire agreement.** This Agreement constitutes the entire agreement of the Parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by both Parties.
21. **Legal construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
22. **Applicable law.** Any legal issue or action arising under this Agreement shall be construed under the laws of the State of Texas and venue shall lie in Fort Bend County, Texas.
23. **No waiver of powers or immunity.** It is understood and agreed that, by execution of the Agreement, the County does not waive or surrender any of its governmental powers or immunity.
24. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of all Parties, as evidenced by the signature of the appropriate authority.

LESSOR:

FORT BEND COUNTY, TEXAS

KP George,
County Judge

Acknowledgment

THE STATE OF TEXAS §
THE COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2023,
by KP George, County Judge, on behalf of Fort Bend County, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

ATTEST:

LAURA RICHARD

LESSEE:

WADHWANI HOLDINGS, LLC,
A Texas limited liability company

Deepak Wadhwani,
Managing Member

Acknowledgment

THE STATE OF TEXAS §
THE COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023,
by Deepak Wadhwani, Managing Member of Wadhwani Holdings, LLC, a Texas limited liability
company, on behalf of said limited liability company.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SALE-LEASEBACK AGREEMENT

This Sale-Leaseback Agreement ("Agreement") is made and entered into by and between Fort Bend County, Texas, a political subdivision of the state of Texas (hereinafter, "County" or "Lessor"), and Wadhvani Holdings, LLC, a Texas limited liability company (hereinafter "Lessee") pursuant to County's acquisition of that certain improved real property. County and Lessee may be collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, on August 3, 2023, County and Lessee entered into that certain Commercial Contract for County's acquisition of improved real property located at 727 Plantation Rd., Richmond, Texas 77406, which property is legally described as follows:

All of Unrestricted Reserve "B-2" in Plantation Crossing Subdivision Partial Replat No. 1 of Unrestricted Reserve "B", a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded under Clerk's File No. 20100032 of the Official Public Records of Fort Bend County, Texas (the "Property").

WHEREAS, pursuant to the terms of the Commercial Contract, the Parties desire to enter into an agreement whereby Lessee will simultaneously sell the Property to County and County will leaseback to Lessee the Property as more particularly described in the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, County and Lessee hereby agree as follows:

1. **Demise of Property.** County, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from County, all of the above-described Property (hereinafter, the "Leased Premises"), said Leased Premises being the same property conveyed to County by Lessee by Special Warranty Deed.
2. **Term.** The term of this Agreement ("Term") shall commence on the date of Closing of the above described Property (the "Commencement Date") and shall terminate thirty (30) calendar days from said Closing date, unless sooner terminated in accordance with the terms of this Agreement.
3. **Rent.** As rental for the use and occupancy of the Leased Premises, Lessee agrees to pay County the sum of One and 00/100 Dollars (\$1.00) for the Term to be paid to County at Closing. Lessee shall not be entitled to a refund of the rent if this Agreement terminates

before the end of the Term in the event Lessee defaults under this Agreement or voluntarily surrenders the Leased Premises.

4. **Utilities.** Lessee shall be responsible for payment of all utility services supplied to the Leased Premises during the Term of this Agreement and holdover periods.
5. **Use of Leased Premises.** This Agreement does not constitute a conveyance of the Leased Premises to Lessee but grants only lease of said premises.
 - (a) Use of the Leased Premises shall be limited to Lessee's continued use and tenancy of said premises.
 - (b) Lessee may not assign this Agreement or sublet any part of the Leased Premises. Any attempted sublet or assignment or partial sublet or assignment by Lessee shall be void and of no effect.
 - (c) No hunting or discharging of firearms, bows and arrows, or crossbows are allowed on the Leased Premises at any time.
 - (d) Lessee shall not have the right at any time during the Term of this Agreement to materially alter the Leased Premises including erect, alter, remodel, reconstruct, rebuild, replace, or remove any buildings or other improvements or fixtures on the Leased Premises, or correct or change the contour of the Leased Premises, without the prior written approval of County. County may require that Lessee, at the end of the Term and at Lessee's expense, remove any physical additions and improvements, repair any alterations, and restore the Leased Premises to the same condition as at the time of closing, except normal wear and tear. Any remaining improvements or fixtures placed on the Leased Premises during the Term shall remain on the premises and become the property of County upon the termination of this Agreement.
6. **Condition.** LESSEE HEREBY ACCEPTS AND LEASES THE LEASED PREMISES "AS IS" AND ACCEPTS IT IN ITS PRESENT CONDITION AS OF THE DATE OF CLOSING. LESSEE ACKNOWLEDGES AND STIPULATES THAT THERE IS NO WARRANTY BY COUNTY, EXPRESS OR IMPLIED, THAT THE LEASED PREMISES IS FIT FOR A PARTICULAR PURPOSE, OR FREE FROM ANY DEFECTS. LESSEE ACKNOWLEDGES AND STIPULATES THAT LESSEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES, BUT IS INSTEAD RELYING ON LESSEE'S OWN EXAMINATION OF THE LEASED PREMISES. Upon termination of this Agreement, Lessee shall surrender the Leased Premises to County in the same condition as at the time of Closing, normal wear and tear excepted.

7. **Repairs and Maintenance.** Lessee shall keep and maintain, or cause to be kept and maintained all grounds, buildings and improvements on the Leased Premises in a good state of appearance, repair and condition during the Term, including but not limited to the yard, trees and shrubs, unless otherwise required by the Texas Property Code. Lessee shall promptly repair at Lessee's expense any damage to the Leased Premises caused directly or indirectly by an act or omission of the Lessee or any person other than the Lessor, Lessor's agents, servants or representatives while on the Leased Premises.

8. **Insurance.**

(a) Lessee shall obtain and maintain insurance at all times during the Term of this Agreement including Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate covering liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder. Lessee shall also obtain and maintain fire and extended coverage insurance on all personal property belonging to Lessee located on the Leased Premises. Fort Bend County, Texas and the members of the Fort Bend County Commissioners Court shall be named as additional insured. All Liability policies shall contain a waiver of subrogation in favor of Fort Bend County, Texas and members of the Fort Bend County Commissioners Court. For Commercial General Liability, the Buyer shall be named as an Additional Insured on a Primary & Non-Contributory basis.

(b) Lessee shall provide a certificate of insurance evidencing the same upon request by County.

(c) The provision by Lessee of insurance shall not limit the liability of Lessee under this Agreement.

(d) County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Lessee.

9. **Indemnity.**

(a) **LESSEE SHALL DEFEND, INDEMNIFY, AND SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE), LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM OR RELATED TO ACTIVITIES OF LESSEE, ITS AGENTS, SERVANTS OR REPRESENTATIVES ON THE LEASED PREMISES DURING THE TERM OF THE AGREEMENT THAT RESULTS FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF LESSEE OR ANY OF LESSEE'S AGENTS, SERVANTS, OR REPRESENTATIVES.**

- (b) Lessee's duty to defend, indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the termination of this Agreement unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of this Lease Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
- (c) In the event of any dispute between the Parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Lessee, Lessee shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and missions of Lessee are not at issue in the matter.

10. **County's Right of Entry.**

- (a) Lessee shall permit County or County's agents, representatives or employees to enter the Leased Premises at any time, and from time to time, for the purposes of: (1) conducting inspections to determine whether Lessee is in compliance with the terms of this Agreement; (2) determining the general condition of the Leased Premises; (3) commencing any emergency or non-emergency repairs for the Leased Premises; (4) constructing any improvements necessary for repairs or County's occupation of the Leased Premises; and (5) addressing or resolving any items on the July 27, 2023 Fort Bend County Fire Marshal Inspection Report.
- (b) Lessee shall provide, at no cost to County, access codes and keys to all locks placed on buildings, gates, and restricted access areas to allow County access to the Leased Premises during the Term of this Agreement.

11. **Encumbrances.** Lessee shall not, at any time, encumber the leasehold interest, by deed of trust, mortgage or other security instrument. Nor shall Lessee suffer or permit any mechanic's lien, materialman's liens or any other type of lien to be placed upon the Leased Premises or upon any improvements thereof. If any such mechanics' lien, materialmen's lien, or any other type of lien shall be recorded against the Leased Premises, or any improvements thereof, Lessee shall cause the same to be promptly removed.

12. **Damage or Destruction.** If the Leased Premises or any improvement located on the Leased Premises are damaged or destroyed by fire, tornado, or other casualty, Lessee shall immediately notify County in writing of such damage or destruction and shall include a description of the damage and, as far as known, the cause of the damage.

13. **Default.** Lessee shall be in default of this Agreement if Lessee fails to timely perform its duties and obligations under this Agreement. County shall notify Lessee in writing of such default and shall give Lessee reasonable time to cure such default. If Lessee fails or refuses to cure such default within the time period prescribed by County, then County may terminate this Agreement upon written notice to Lessee of its intent to terminate and the effective date of termination.
14. **Voluntary Termination.** Lessee may voluntarily terminate this Agreement at any time prior to the end of the Term upon written notice to County. Lessee shall notify County in writing no later than 48 hours after Lessee vacates the Leased Premises.
15. **Holding Over.** Lessee shall surrender possession of the Leased Premises upon termination of this Agreement. Any possession by Lessee beyond the Termination Date shall create a tenancy at sufferance and will not operate to renew or extend this Agreement. Lessee shall pay County ten and 00/100 Dollars (\$10.00) per day during the period of any possession after the Termination as damages, in addition to any other remedies to which County is entitled.
16. **Compliance.** In performing its obligations under this Agreement, Lessee shall comply with all applicable federal, state, county, or city laws, rules, and regulations. Lessee shall not sue the Leased Premises, or any part thereof, for any use or purpose in violation of any valid and applicable law, rule, regulations, or ordinance of the United States, the state of Texas, County of Fort Bend, or other lawful authority having jurisdiction over the Leased Premises or Lessee's activities.
17. **Notices.** Any and all notices required or permitted under this Lease shall be in writing and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail, first class postage prepaid, registered or certified mail, return receipt requested or when properly addressed upon deposit with Federal Express, Express Mail or other overnight courier service. Notices shall be properly addressed if addressed to the Parties as follows:

If to LESSEE: Wadhwani Holdings, LLC
 Attn: Deepak Wadhwani
 7502 Drayton Ct.
 Sugar Land, Texas 77479

If to COUNTY: Fort Bend County Facilities Management and Planning
 Attn: Director
 301 Jackson St.
 Suite 301
 Richmond, Texas 77469

Lessee shall promptly notify County in writing of any change to Lessee's contact information above.

18. **No Partnership.** The relationship between County and Lessee at all times shall remain solely that of landlord and tenant, and shall not be deemed to be a partnership or joint venture.
19. **No Waiver.** No waiver by County of any default or breach of any covenant, condition or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.
20. **Entire agreement.** This Agreement constitutes the entire agreement of the Parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by both Parties.
21. **Legal construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
22. **Applicable law.** Any legal issue or action arising under this Agreement shall be construed under the laws of the State of Texas and venue shall lie in Fort Bend County, Texas.
23. **No waiver of powers or immunity.** It is understood and agreed that, by execution of the Agreement, the County does not waive or surrender any of its governmental powers or immunity.
24. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of all Parties, as evidenced by the signature of the appropriate authority.

LESSOR:

FORT BEND COUNTY, TEXAS

KP George,
County Judge

Acknowledgment

THE STATE OF TEXAS §
THE COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2023,
by KP George, County Judge, on behalf of Fort Bend County, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

ATTEST:

LAURA RICHARD

LESSEE:

WADHWANI HOLDINGS, LLC,
A Texas limited liability company

Deepak Wadhwani,
Managing Member

Acknowledgment

THE STATE OF TEXAS §
THE COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023,
by Deepak Wadhwani, Managing Member of Wadhwani Holdings, LLC, a Texas limited liability
company, on behalf of said limited liability company.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS