

ADDENDUM TO COMMERCIAL CONTRACT – IMPROVED PROPERTY

THIS ADDENDUM TO COMMERCIAL CONTRACT – IMPROVED PROPERTY (this “*Addendum*”) is attached to and incorporated herein by reference to that certain Commercial Contract – Improved Property (the “*Contract*”) by and between **Wadhwani Holdings, LLC**, a Texas limited liability company (“*Seller*”), and **Fort Bend County, Texas**, a political subdivision of the state of Texas (“*Buyer*”), covering that certain improved real property located at 727 Plantation, Richmond, TX 77406, as more particularly described in the Contract.

The following modifications and supplemental provisions are hereby incorporated into the Contract as if set forth therein verbatim, and all terms used herein that have a defined meaning in the Contract shall have the same meaning herein unless expressly stated to the contrary. To the extent of any conflict between the terms of the Contract and the terms of this Addendum, the terms of this Addendum shall control.

1. PARAGRAPH 11 WILL BE REPLACED WITH THE FOLLOWING:

Prior to Closing, Buyer and Seller will enter into an agreement for Seller’s lease of the Property (the “*Lease-Back Agreement*”) with Buyer as Lessor and Seller as Lessee subject to the following terms and conditions:

- (a) The term of the lease agreement shall commence on the date of Closing and shall terminate thirty (30) calendar days from the Closing date, unless sooner terminated by the parties.
- (b) Seller shall obtain and maintain insurance at all times during the term of the Lease-Back 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. Seller shall also obtain and maintain fire and extended coverage insurance on all personal property belonging to Lessee located on the Property. Buyer 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 Buyer 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.
- (c) SELLER SHALL DEFEND, INDEMNIFY, AND SAVE HARMLESS BUYER 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 SELLER, ITS AGENTS, SERVANTS OR REPRESENTATIVES ON THE LEASED PROPERTY DURING THE TERM OF THE LEASE-BACK AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF SELLER OR ANY OF SELLER’S AGENTS, SERVANTS, OR REPRESENTATIVES.

Buyer Initials

KPG

Seller's Initials

DW

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- (d) Seller shall not, at any time during the terms of the Lease-Back Agreement, encumber the Property by deed of trust, mortgage, or other security instrument. Nor shall Seller suffer or permit any mechanic's lien, materialman's liens or any other type of lien to be placed on the Property or any improvements thereof.
- (e) Upon the termination of the Lease-Back Agreement, Seller will deliver possession of the Property to Buyer, including all keys and passcodes to any locks on the Property, in the same condition as at the time of Closing, normal wear and tear excepted. The Property shall further be in a professionally cleaned manner, free of any trash or debris. Seller shall remove all personal property not conveyed to Buyer during the conveyance of the Property. If Seller does not surrender possession of the Property to Buyer upon termination of the Lease-Back Agreement, Seller will be considered a tenant at sufferance and Buyer may seek any and all legal remedies to regain possession of the Property.
- (f) Additional terms and conditions to be included in the Lease-Back Agreement shall be agreed to in good faith by Buyer and Seller prior to Closing and shall contain and be consistent with the terms provided in Subsections (a)-(e) above. The Lease-Back Agreement shall be finalized and executed by the Parties on or before the date of Closing.

2. THE FOLLOWING IS ADDED TO PARAGRAPH 19 OF THE CONTRACT:

EXCEPT AS EXPRESSLY WRITTEN IN THIS CONTRACT, SELLER 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 THE DEED TO BE DELIVERED AT CLOSING), (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 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. AT CLOSING, BUYER WILL ACKNOWLEDGE (TO BE SET FORTH IN THE DEED TO BE CONVEYED AT CLOSING) THAT BUYER HAS HAD THE FULL, COMPLETE AND UNFETTERED RIGHT TO INSPECT THE PROPERTY TO BUYER'S SATISFACTION AND THAT THE SALES PRICE PAID FOR THE PROPERTY WAS IN PART BASED UPON THE FACT THAT THE CONVEYANCE OF THE PROPERTY IS MADE BY SELLER WITHOUT WARRANTY OR REPRESENTATION (EXCEPT ANY WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING AND THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN). BY ACCEPTANCE OF THE DEED AT CLOSING, BUYER ACKNOWLEDGES THAT BUYER HAS RELIED ONLY UPON BUYER'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 WILL EXPRESSLY SURVIVE THE CLOSING AND WILL BE INCORPORATED INTO THE DEED TO BE DELIVERED AT CLOSING, BUT WILL NOT MERGE INTO THE DEED AND OTHER DOCUMENTS TO BE DELIVERED BY SELLER TO BUYER AT CLOSING.

3. THE FOLLOWING WILL BE ADDEDD AS PARAGRAPH 27 OF THE CONTRACT

- 27. CONFIDENTIALITY.** Seller expressly acknowledges and agrees that Buyer is a governmental entity and as such, is subject to the provisions of the laws of the state of Texas including the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall Buyer be liable to Seller for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, Buyer agrees to maintain the confidentiality of information provided by Seller expressly marked as proprietary or confidential. Buyer shall not be liable to Seller for the disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Seller further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential

information. This Paragraph shall survive Closing or termination of the Contract.

4. THE FOLLOWING WILL BE ADDED AS PARAGRAPH 28 OF THE CONTRACT.

28. Certain State Law Requirements for Contracts The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Seller hereby verifies that Seller and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Seller does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Seller does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Seller does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

5. THE FOLLOWING WILL BE ADDED AS PARAGRAPH 29 OF THE CONTRACT.

29. Human Trafficking. BY ACCEPTANCE OF THIS AGREEMENT, SELLER ACKNOWLEDGES THAT FORT BEND COUNTY, TEXAS IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Buyer Initials VPL Seller's Initials DW
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IN WITNESS WHEREOF, the parties hereto have executed this Addendum to be effective as of the effective date of the Contract.

SELLER:

Wadhvani Holdings, LLC
a Texas limited liability company

By: ^{Authentisign} Deepak Wadhvani

Name: Deepak Wadhvani

Title: Member

Date: 07/29/23

BUYER:

FORT BEND COUNTY, TEXAS

By: KP George
KP George, County Judge

Date: July 11, 2023

ATTEST:

Laura Richard
Laura Richard, County Clerk

