

settlement of all matters placed in issue by the State against the Defendants as defined herein as of the Effective Date as defined herein. The Parties further stipulate to the Court the following:

- a. They understand the terms of this Agreed Judgment and have had the opportunity to engage and confer with legal counsel;
- b. They are authorized to sign and enter into this Agreed Judgment and agree to the terms of this Agreed Judgment;
- c. They have waived all rights of appeal from this Agreed Judgment;
- d. They actively participated in the negotiations leading up to this Agreed Judgment and are aware of the duties placed upon them by it and are desirous and capable of carrying out those duties in full;
- e. They acknowledge receipt of copies of this Agreed Judgment, and they have full and actual notice of the terms of this Agreed Judgment;
- f. The issuance and service of a writ of Agreed Judgment is waived; and
- g. The terms of this Agreed Judgment are sufficiently detailed and specific to be enforceable by the Court in conformance with Texas Rule of Civil Procedure 683 and Chapter 125 of the Texas Civil Practice and Remedies Code.

II.

The Court finds it has jurisdiction over the subject matter of this action as well as the Parties, that venue is proper, and that the Agreed Judgment is in the best interest of justice.

III.

As used in this Agreed Judgment, the words and terms set forth below have the following meanings:

a. "Defendants" means THE REAL PROPERTY KNOWN AS 5711 HILLCROFT, HOUSTON, TEXAS 77036 AND RS DEVELOPMENTS, LTD.

b. "Property" means THE REAL PROPERTY KNOWN AS 5711 HILLCROFT, HOUSTON, TEXAS 77036 and all portions of the buildings at as well as outside the building and all sidewalks, parking areas an dumpster areas at 5711 HILLCROFT, HOUSTON, TEXAS 77036 as encompassed within the legal metes and bounds described in the deed to the Property.

c. "Effective Date" means the date the Court signs this Agreed Judgment.

d. "Club" means i) any business operating as a nightclub, bar, or saloon, or ii) any business that sells alcohol or allows patrons to bring their own alcohol to be consumed on the premises of the Property.

IV.

IT IS THEREFORE ORDERED that Defendants, RS DEVELOPMENTS, LTD. and THE REAL PROPERTY KNOWN AS 5711 HILLCROFT, HOUSTON, TEXAS 77036, their officers, agents, servants, employees, and those persons in active concert or participation with them, and their successors and assigns, are prohibited from:

a. Leasing any space or renewing any lease of any space on the Property to a Club unless Defendants have first verified i) the Club has a valid license from the Texas Alcoholic Beverage Commission to sell or serve alcohol (<https://www.tabc.state.tx.us>), and ii) the Club has all necessary Harris County Fire Marshal permits required under local and municipal laws. Notwithstanding the above, Defendants, their successors and assigns, may lease space on the Property to a Club so long as Defendants, their successors and assigns, verify that the Club has obtained the aforementioned licenses and permits before the Club opens for business to the

public. In such a case, the lease shall require the Club to provide copies of all the aforementioned licenses and permits to Defendants prior to the Club opening for business to the public.

b. Failing to obtain a written lease for space on the Property signed by the tenant and a copy of a valid photo identification from the tenant or its representative prior to allowing tenant to occupy the space;

c. Failing to include the following terms (in the same or substantially same wording) in leases or renewals of leases of Club space on the Property entered into on or after the Effective Date:

i) Tenant shall not knowingly permit or allow all or any portion of the premises to be used for (1) any unlawful purpose, or (2) any nuisance in or about the premises.

ii) Tenant shall comply with, and faithfully observe, all applicable federal, state and local laws, ordinances, orders, rules and regulations now in effect or which may hereafter be in effect pertaining to the premises.

iii) Tenant, and any occupant, invitee, guest or any other person affiliated with Tenant, shall not engage in, or permit the premises to be used for, any illegal activity, including, but not limited to, (i) selling or serving alcohol without a valid permit from the Texas Alcoholic Beverage Commission; (ii) selling or serving alcohol during prohibited hours under the Texas Alcoholic Beverage Code; (iii) allowing consumption of alcohol on the premises during prohibited hours under the Texas Alcoholic Beverage Code; (iv) public indecency, as set forth in Texas Penal Code Chapter 43, including, but not limited to, prostitution (including promotion and compelling of prostitution), as defined in

Texas Penal Code Chapter 43, (v) criminal street gang activity or engaging in organized criminal activity as defined in Texas Penal Code Chapter 71—Organized Crime, or (vi) threatening, intimidating, or committing assault as prohibited in Texas Penal Code Chapter 22—Assaultive Offenses, or (vii) trafficking of persons, as defined in Texas Penal Code Chapter 20A—Trafficking of Persons.

iv) ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AGREEMENT, CAUSE TENANT TO BE IN BREACH OF CONTRACT, AND SHALL BE GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE LEASE OR THE RIGHT OF POSSESSION OR TENANCY. The reasonable judgment of the Landlord that Tenant has breached any of the terms and provisions of this Addendum shall be conclusive of that fact as between Landlord and Tenant. If Tenant breaches any of the terms and provisions of this Addendum, then Tenant shall be in immediate default (with Tenant specifically forgoing any right to cure, regardless of any time permitted to cure defaults provided in other provisions in this Lease) under this Lease, and notwithstanding anything in the Lease to the contrary, Landlord shall have the right to exercise any and all remedies available to Landlord at law or in equity, including, without limitation, the right to immediately terminate Tenant's possession of the premises and/or terminate this Lease.

V.

Defendants agree and are aware of the duties placed upon them by the injunctive provisions herein and are willing and able to carry out those duties. In the event of a default by Defendants of any of the provisions of this Agreed Judgment, Plaintiff will serve Defendants with written notice of the default and Defendants shall have ten (10) calendar days to cure the default. If the default is not cured within 10 calendar days to the satisfaction of Plaintiff, Plaintiff in its discretion may seek all available remedies at law for enforcement of this Agreed Judgment, including contempt of court. Defendants stipulate and agree to automatically provide an electronic copy to the State of the then-current lease agreement that is the subject of the default within 48 hours of receiving said written notice and request for such copy

Plaintiff and Defendants agree this Agreed Judgment is enforceable by contempt under Chapter 125 of the Texas Civil Practice & Remedies Code, and that in any such action brought under Chapter 125, the court may award a prevailing party reasonable attorney's fees in addition to costs. Tex. Civ. Prac. & Rem. Code § 125.003(b),(d).

IT IS FURTHER ORDERED that service of this Agreed Judgment upon Defendants has been effected under Tex. Civ. Prac. & Rem. Code § 125.002(c).

IT IS FURTHER ORDERED and the Parties stipulate that if any provision of this Agreed Judgment is determined to be unenforceable or void for any reason, that to the extent permitted by law, any other provision of this Agreed Judgment that is not affected by that determination shall remain in full force and effect.

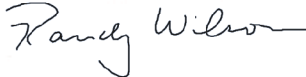
The Parties shall bear their own costs and attorneys' fees. This is an Agreed Partial Judgment and Permanent Injunction that resolves the matters in dispute between Plaintiff and

Defendants RS DEVELOPMENTS, LTD. and The Real Property Known as 5711 HILLCROFT,
HOUSTON, TEXAS 77036.

This Agreed Partial Judgment and Permanent Injunction shall expire and become null and void on the three-year anniversary of the Effective Date of this Agreed Judgment and Permanent Injunction. Defendants RS DEVELOPMENTS, LTD. and The Real Property Known as 5711 HILLCROFT, HOUSTON, TEXAS 77036 shall not be bound to or liable for this Agreed Judgment upon the sale of the Property to an unrelated third party.

This is a NOT a final judgment in this cause.

Signed this ___ day of ___ 20¹⁸.

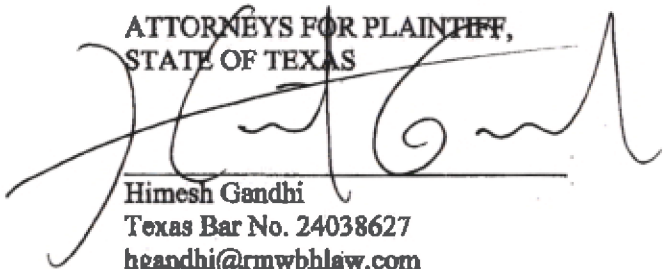
Signed: 
1/11/2018
Presiding Judge, 157th Judicial District
Court of Harris County, Texas

VINCE RYAN - 99999939
HARRIS COUNTY ATTORNEY



Rosemarie Donnelly
Texas Bar No. 05983020
rosemarie.donnelly@cao.hctx.net
1019 Congress, 15th Floor
Houston, Texas 77002
Tel: (713) 755-6065
Fax: (713) 755-8848

ATTORNEYS FOR PLAINTIFF,
STATE OF TEXAS



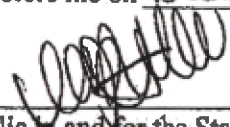
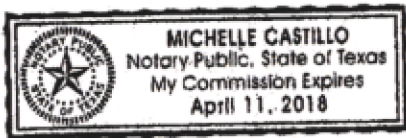
Himesh Gandhi
Texas Bar No. 24038627
hgandhi@rmwbhlaw.com
Roberts Market Weinberg Butler Hailey
2277 Plaza Drive, Suite 290
Sugar Land, Texas 77479
(281) 207-7697

ATTORNEY FOR DEFENDANTS
THE REAL PROPERTY KNOWN AS
5711 HILLCROFT, HOUSTON, TEXAS 77036
AND RS DEVELOPMENTS, LTD


RS DEVELOPMENTS, LTD.

By: Jay Shani (name)
Vice President (title)

Sworn to and subscribed before me on December 27, 2017.


Notary Public in and for the State of Texas
My Commission Expires: April 11, 2018

THE REAL PROPERTY KNOWN AS 5711 HILLCROFT, HOUSTON, TEXAS 77036

By: Jay Shani (name)

Vice President. (title)

Sworn to and subscribed before me on December 27, 2017.

[Signature]

Notary Public in and for the State of Texas

My Commission Expires: April 11, 2018

