

Exhibit "A"

This exhibit shall be attached to the agreement or contract dated 5/29/2020 between TBG (the "Vendor") and the city of Burleson, Texas (the "City"). In the event of a conflict between any provision in this exhibit and any other provision in the agreement or contract or any other exhibit, the terms provided in this exhibit shall govern.

1. No Waiver of Governmental Immunity. Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

2. Applicable Law; Venue. Notwithstanding anything in this Agreement or any exhibit to the contrary, this Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts or to a trial by jury in any dispute arising from or relating to this Agreement. In the event of a conflict between this provision and any other provision in this Agreement or any exhibit, the terms of this provision shall govern.

3. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.

City of Burleson, Texas:

TBG Partners

By: _____

By:  _____

Printed: _____

Printed: Eric Garrison _____

Title: _____

Title: Principal _____

Date: _____

Date: 06/26/2020 _____