

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

ADDENDUM TO AGREEMENT

This Addendum is entered into by and between the County of El Paso, Texas, a political subdivision of the State of Texas ("County"), and Masek Rocky Mountain Golf Cars ("Masek"), a Colorado corporation authorized to do business in Texas, to modify and clarify the Yamaha Quietech Gas Fleet Car Proposal For: Ascarate Golf Course, Masek Rocky Mountain Service Contract with Ascarate Golf Course, National Joint Powers Alliance's Request for Proposal #051717, the authorization of certain distributor and maintenance services dated February 5, 2021 and signed by Masek and Yamaha Motor Finance Corporation, and any other applicable terms (collectively "Agreement") with the provisions in this Addendum. If any provisions in the Agreement conflict with this Addendum, this Addendum shall control.

The parties agree the following provisions are added to and supersede the Agreement:

1. Term. The Agreement is effective as of March 15, 2021 and continues for a term of 60 months, ending on March 14, 2026.
2. Delivery & Proration. Masek understands and acknowledges that the County's golf course is currently closed per governmental order due to health concerns related to COVID 19. As such, delivery of the golf cars is suspended until written notice from the County. Email notice is sufficient for this notification. Masek will deliver all golf cars within four calendar days of a request for delivery from the County. No payment obligation accrues until delivery. Upon delivery, the monthly payment will be prorated for the remaining days in the month.
3. Taxes. The County shall not be liable for any taxes from which it is exempt due to its status as a tax exempt political subdivision of the State of Texas. The County's Tax Identification Number is 746000762.
4. Late Payment. As concerns any payments and interest, the Texas Prompt Payment Act at Texas Government Code Sec. 2251.001 et seq. applies to the County and the Agreement between the parties.
5. Modification. The Agreement may not be amended or modified except in writing and executed by both parties to the Agreement and authorized by their respective governing bodies.
6. Annual Appropriations. Funding to pay for products, services, and obligations referenced in the Agreement is subject to annual appropriations by County's governing body. The County shall not be obligated for payment for any fiscal period for which funds have not been appropriated.
7. Government Protections. Nothing referenced herein modifies or waives any governmental immunity, lien or indemnity prohibition, defense, or limitation of liability enjoyed by the County, its elected officials, or employees at common law or under other Texas law.
8. Termination. Either party may terminate the Agreement without cause by thirty (30) calendar days' written notice. Termination will not affect the County's obligation with respect to payment for satisfactory service and products received through the termination date.
9. Governing Law. The laws and remedies of the State of Texas apply to the Agreement between the parties, Texas choice of law or conflicts of law provisions notwithstanding. Venue is in El Paso County, Texas.
10. Israel. If applicable, pursuant to Texas Government Code Section 2271.002, Masek verifies it does not boycott Israel and will not boycott Israel as defined in Section 2271.001(1), for the duration of the Agreement.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties execute this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2021.

THE COUNTY OF EL PASO, TEXAS

By \_\_\_\_\_

County Judge Ricardo A. Samaniego

Date: \_\_\_\_\_

MASEK ROCKY MOUNTAIN GOLF CARS

By  \_\_\_\_\_

(Name) Jason Masek

(Title) President

(Signor must have legal authority to bind their entity)

Date: 2/23/21