

TERMINATION AGREEMENT

This Termination Agreement ("Agreement") is entered into by and between the City of Mansfield, Texas, a Texas home rule municipality ("City"), and RMA Holdings, LLC a Texas limited liability company ("RMA"). City and RMA are sometimes hereafter referred to individually as a "party" and collectively as the "parties".

WITNESSETH:

WHEREAS, on October 10, 2016, the parties entered into that Tax Abatement Agreement Between the City of Mansfield, Texas and RMA Holdings, LLC and subsequently entered into a First Amendment to Tax Abatement Agreement on June 2, 2020 (collectively the "Abatement Agreement"); and

WHEREAS, the parties have mutually agreed to terminate the Abatement Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Termination.** City and RMA agree that, effective from and after the execution of this Agreement, the Abatement Agreement is terminated and the parties will have no further obligations or benefits under the Abatement Agreement. RMA expressly releases and discharges City, its officers, officials, and employees, in their individual and official capacities, from any and all claims arising out of or relating to the Abatement Agreement or this Agreement and further agrees to indemnify City against, and hold City and its officers, officials, and employees harmless from, any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, relating to, arising from, or in connection with the Abatement Agreement or this Agreement.
2. **Choice of Law/Venue/Attorney Fees.** The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.
3. **Authority to Enter Agreement.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby warrant and represent that they have authorization to sign on behalf of their respective corporations or other legal entity.

4. Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter.

CITY OF MANSFIELD, TEXAS

David Cook, Mayor

Date: _____

ATTEST:

Susana Marin, City Secretary

RMA HOLDINGS, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____