

TERMINATION AGREEMENT

This Termination Agreement ("Agreement") is entered into by and between Mansfield Economic Development Corporation ("Corporation"), a nonprofit corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code, and RMA Holdings, LLC, a Texas limited liability company ("Company"). Company and the Corporation may sometimes hereafter be referred to individually as a "party" or collectively as the "parties."

W I T N E S S E T H:

WHEREAS, on October 3, 2017, the parties entered into that First Amended and Restated Economic Development and Performance Agreement Between the Mansfield Economic Development Corporation and RMA Holdings, LLC (the "Performance Agreement"); and

WHEREAS, the parties have mutually agreed to terminate the Performance 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.** Corporation and RMA agree that, effective from and after the execution of this Agreement, the Performance Agreement is terminated and the parties will have no further obligations or benefits under the Performance Agreement. RMA expressly releases and discharges Corporation, the City of Mansfield, their officers, officials, and employees, in their individual and official capacities, from any and all claims arising out of or relating to the Performance Agreement or this Agreement and further agrees to indemnify the Corporation, the City of Mansfield, and their officers, officials, and employees against, and hold them 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 Performance 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.

**MANSFIELD ECONOMIC
DEVELOPMENT CORPORATION**

Larry Klos, Board President

Date: _____

ATTEST:

Board Secretary

RMA HOLDINGS, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____