

**MUTUAL AGREEMENT TO TERMINATE USE, OPERATION AND MAINTENANCE
AGREEMENT BETWEEN CITY OF VICKSBURG, MISSISSIPPI AND SPORTS
FORCE PARKS VICKSBURG, LLC**

This *Mutual Agreement to Terminate the Use, Operation and Maintenance Agreement* (the “Termination Agreement”) is made and entered into as of the 29th day of February, 2024 (the “Effective Date”), by and between the City of Vicksburg, Mississippi (“City”) and Sports Force Parks Vicksburg, LLC, a Georgia limited liability company (“SFPV”). City and SFPV are sometimes referred to herein individually as the “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, on May 14, 2018, the City and SFPV entered into the *Use, Operation and Maintenance Agreement* (as amended by duly executed amendments, collectively, the “Agreement”); and

WHEREAS, pursuant to the Agreement, SFPV acquired certain exclusive rights and licenses to manage and operate the City-owned sports complex located at 255 Fisher Ferry Road, Vicksburg, Mississippi 39180 (“Development”) and to develop, use, operate and maintain the Development; and

WHEREAS, on February 7, 2024, SFPV notified the City of its intention to discontinue the operation and management of the complex and encouraged the City to secure another operator for the complex; and

WHEREAS, the City and SFPV now mutually desire to terminate the Agreement on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants contained herein, the Parties, intending to be legally bound, agree as follows:

**ARTICLE 1
TERMINATION OF THE AGREEMENT**

1. All capitalized terms used in this Termination Agreement but not defined herein will have the meanings ascribed to those terms in the Agreement.
2. Pursuant to Section 30.18 of the Agreement, the Parties mutually agree to terminate the Agreement as of March 15, 2024 (“Termination Date”) and, as a result of such termination, the Parties hereby acknowledge and agree that, except as expressly provided for under this Termination Agreement, their respective rights and obligations under the Agreement are hereby terminated as of the Termination Date and both Parties shall have no further liability to each other under the Agreement or with respect to the Agreement, except as expressly set forth in this Termination Agreement.
3. Upon the Termination Date, all rights and obligations of the Parties under the Agreement shall terminate, except those described in the following Articles and Sections of the Agreement: Section 2.2 (Ownership), Section 2.4 (“As-Is, Where Is” Condition), Section 4.7 (City to Pay Taxes), the last sentence of Section 10.2 (Improvements and Additions), Article 11 Liens, Article 12 Contests, Sections 13.1 (d) and (e) (Indemnification) (only to the extent such Losses arose prior to the Effective Date), the last sentence of Section 23.4(a) (Naming and Sponsorship), Article 16 Trade Fixtures and Personal Property, Article 28 Surrender at End of Term, Section 30.17 (Governing Law), and Section 30.24 (Jurisdiction; Venue).

ARTICLE 2 TRANSITION MATTERS

4. SFPV will surrender and return possession of the Development in a clean and neat condition and all Improvements to the City on or before March 15, 2024, without any obligation by the City to pay any further compensation to SFPV under the Agreement from and after the Termination Date. SFPV will provide the City with a listing of all Improvements, owned and not owned by the City. The title to the Improvements not owned by the City shall automatically vest in the City as of the Termination Date, without any representations or warranties of any kind by SFPV.
5. SFPV shall remove all of SFPV's Personal Property and all other personal property located at the Development within thirty (30) days following the Termination Date, and SFPV shall repair any damage caused by the removal of its personal property. Any of SFPV's Personal Property or other personal property that is not removed within the period allotted herein shall be deemed abandoned by SFPV.
6. SFPV shall surrender and deliver to the City the Premises, Improvements, all furniture, fixtures, and equipment which are capital in nature and that SFPV purchased on behalf of the City as part of the initial construction of the Development, including, without limitation, food trucks, food service or food preparation equipment, ticketing equipment, HVAC equipment, audio visual equipment and scoreboards, public announcer communication equipment, score board operation equipment, bleachers, furniture, and other similar improvements ("Capital FFE"), and all necessary maintenance equipment used by SFPV to perform such routine maintenance, repairs, replacements, and upkeep of the Development that is owned (not leased) by SFPV ("Maintenance Equipment") free and clear of any and all monetary liens (except those created by the City or as expressly approved by City), but without any representations or warranties of any kind by SFPV. SFPV shall ensure that any Capital FFE or Maintenance Equipment that SFPV or its Affiliates removed from the Development, without the prior written consent of the City, is returned to the City or if such Capital FFE or Maintenance Equipment is incapable of being returned, said Capital FFE or Maintenance Equipment is replaced with comparable Capital FFE or Maintenance Equipment of equal or greater value.
7. On or before March 8, 2024, SFPV will use commercially reasonable efforts to provide the City with an inventory list of the existing Capital FFE and Maintenance Equipment, as defined above.
8. On or before March 8, 2024, SFPV will provide to the City, to the extent in SFPV's possession, a copy of the following: (i) all service and maintenance contracts then affecting the Premises or any part thereof, (ii) true and complete maintenance records for the Premises, (iii) all vendors and third party contracts, (iv) all licenses and permits then pertaining to the Premises, and (v) all warranties and guarantees then in effect which SFPV has received in connection with any work or services performed or fixtures installed on or under the Premises.
9. After the Effective Date, SFPV and the City shall use commercially reasonable efforts to effectuate an orderly transition in the operation and management of the Development.

ARTICLE 3 PAYMENTS

10. Any payments payable to SFPV for less than the entire year shall be prorated in accordance with the number of days in which the services are rendered.

ARTICLE 4
GENERAL CONDITIONS

11. This Termination Agreement and all questions regarding the existence, validity, interpretation, breach, or performance of this Termination Agreement, shall be governed by, and construed and enforced in accordance with, the laws of the State of Mississippi. The Parties consent to the exclusive jurisdiction of the state courts sitting in Warren County and federal courts for the Southern District of Mississippi in any action on a claim arising out of, under, or in connection with this Termination Agreement.
12. This Termination Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns.
13. The Parties agree to work together in good faith to execute such further documents or instruments as may be necessary or appropriate to carry out the intention of this Termination Agreement.
14. The Parties have read this Termination Agreement and have freely and voluntarily entered into this Termination Agreement.
15. This Termination Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Electronically transmitted signatures (such as a PDF) shall for all purposes be treated as originals.

IN WITNESS, whereof, the Parties hereto have made and executed this Termination Agreement effective as of the Effective Date.

**MAYOR AND ALDERMEN OF THE CITY
OF VICKSBURG**, a political subdivision of
the State of Mississippi

BY: _____
George Flaggs, Jr., Mayor

**SPORTS FORCE PARKS VICKSBURG,
LLC**, a Georgia limited liability company

By:  _____

Printed Name: Mark L. Stalnaker

Title: President