

AGREEMENT OF TERMINATION AND MUTUAL RELEASE OF LEASE

City of Killeen (the “City”) and **Killeen Sister Cities - Osan** (the “Tenant”), a Texas non-profit corporation, enter this Agreement this _____ day of _____, 2026. The parties mutually agree as follows:

1. Introduction

a) Pursuant to a lease dated **September 13, 2017** (the “Lease”), City leased to Tenant certain premises described in Exhibit A to the Lease **at 3601 South WS Young Drive, Killeen, TX**, (the “Premises”).

b) City and Tenant desire to terminate the Lease and enter into an Agreement evidencing the termination and releasing each other from all liability arising out of the leasehold.

2. Termination

The Lease between City and Tenant covering the Premises, including any and all of Tenant’s right, interest and estate in the premises shall terminate effective as of the last date of execution of this Agreement. Tenant, for itself and its respective successors, assigns and sublessees shall not have or exercise any rights in the premises upon the effective date of this Agreement.

3. Release

FOR VALUABLE CONSIDERATION, including the payment of **Twenty Thousand Dollars and 00/100 Cents (\$20,000.00)** by Tenant to City, receipt of which is hereby acknowledged, City and Tenant, each for themselves and their respective successors and assigns, do hereby release and forever discharge the other from any and all debts, claims, obligations, liabilities, demands, damages, actions, causes of action, and penalties of every kind and description whatsoever related to the Lease (the “Claims”). This Release shall include but shall not be limited to those Claims as have arisen or may hereafter arise, whether now known or disclosed or hereafter discovered and disclosed, out of the execution and delivery of the Lease between City and Tenant, and any and all instruments and documents by whomever executed and delivered in connection with the Lease, and the termination and cancellation by Tenant. City and Tenant understand and acknowledge that Tenant shall not be liable for any rents, costs, expenses, or charges of any kind, or required to do or perform any acts of any kind in connection with said termination and cancellation. City and Tenant understand that the Premises and all Improvements thereon, including but not limited to the Octagonal Pavilion known as the Korean Pagoda and Connex with building supplies, are the City’s exclusive property to do with as it sees fit, including demolition or removal, and that the City has no obligation to maintain the Premises or Improvements in any particular condition.

4. Surrender of Premises

City acknowledges that the Premises have been surrendered by Tenant and City has accepted the Premises in “as is” condition.

5. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of City and Tenant and their respective successors and assigns.

6. Counterparts and Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

7. Entire Agreement

Except as specifically set forth herein, this Agreement constitutes the entire Agreement between the parties. If any provision herein is deemed invalid under any applicable law, such provision shall be deemed omitted but the remaining provisions herein shall be applicable.

8. Texas Law

This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

IN WITNESS WHEREOF, the parties have accepted this Agreement of Termination and Release of Lease as of the date first above written.

TENANT: **Killeen Sister Cities - Osan**

BY: 

Printed Name: Roxanne Flores

Title: President

Date: _____

CITY: **City of Killeen**

BY: _____

Kent Cagle, City Manager

Date: _____