**LEASE CANCELLATION AND TERMINATION AGREEMENT**

 This LEASE CANCELLATION AND TERMINATION AGREEMENT (this “Agreement”) is made by and amongXXX (the “Landlord”), on their own behalf and on behalf of all other persons or entities having an interest as landlord under that certain Lease dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, \_\_\_\_\_\_\_\_ (the “Lease”) demising certain leased premises described therein (the “Premises”), on property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Building”), and by YYYY (the “Tenant”), for its own behalf and on behalf of all of its predecessors-in-interest in the Lease and all other persons or entities having an interest as tenant under the Lease.

 Landlord and Tenant have agreed that the Lease shall be cancelled and terminated in consideration of the mutual covenants set forth below and in accordance with the terms and conditions set forth herein.

 1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference into this Agreement as though set forth at length.

 2. Security Deposit. The parties acknowledge that Tenant has deposited with Landlord the amount of $\_\_\_\_\_\_\_\_\_\_.

 3. Lease Modification. The term of the Lease shall expire and shall be deemed terminated and cancelled effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, \_\_\_\_\_ (the “Expiration Date”). Except as modified herein, the Lease is unmodified and in full force and effect.

 4. Lease Termination and Termination Payment. Notwithstanding the foregoing, if, on or before the Expiration Date, Tenant vacates the Premises and leaves such Premises in reasonably good condition and repair and otherwise in such condition as is required under Paragraph 6, below and under the Lease with respect to surrender of the Premises at the end of the term of such Lease, then, in such event, as of the date that Tenant so vacates the Premises (such date being the “Termination Date”), (i) the Lease shall be deemed terminated and cancelled with the same effect as if such date were the normal expiration date of the Lease; (ii) Landlord shall pay or cause to be paid to Tenant, a cash termination payment of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.00); (iii) neither party shall have any claim against the other, and each party releases the other from any and all claims, liabilities, damages or actions of any kind whatsoever arising out of or pursuant to the Lease or Tenant’s use or occupancy of the Premises; and (iv) Landlord shall return the security deposit to Tenant. Notwithstanding any provision in the Lease or in this Agreement, if for any reason Tenant fails to perform any obligation hereunder or under the Lease, including, without limitation, Tenant’s obligation to vacates the Premises and leaves such Premises in reasonably good condition and repair and otherwise in such condition as is required under Paragraph 6, below on or before the Expiration Date, then, in such event, the Prepayment shall be due and payable by Tenant to Landlord immediately.

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 5. Compliance with Obligations. Tenant shall be responsible for all obligations of Tenant under the Lease through and including the Termination Date, including, without limitation, Tenant’s obligation to pay monthly rent, additional rent, utility charges and all other amounts and charges owing under the Lease.