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**Lease Termination Agreement  
LEASE TERMINATION AGREEMENT**

THIS LEASE TERMINATION AGREEMENT is made as of the ^ day of ^, 200x^ by and between ^, as Trustee under Trust Agreement dated ^ and known as Trust Number ^ ("Landlord"), and ^, a ^ corporation/partnership ("Tenant").

**WITNESSETH**

A. Landlord and Tenant entered into that certain lease dated ^, 200x^ (the "**Lease**") whereby Tenant leased from Landlord the premises commonly known as ^, in ^, Illinois (the "**Premises**"), which are legally described on Exhibit A attached hereto and incorporated herein; and

B. The Lease is evidenced by that certain Memorandum of Lease recorded ^, 200x^, as Document Number ^ with the ^ County Recorder's Office; and

C. Landlord and Tenant desire to terminate the Lease on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

1. **Defined Terms.** All terms used herein shall have the same meaning as in the Lease unless otherwise defined herein.

2. **Termination of Lease.** The Lease shall terminate on ^, 200x^ (the "**Termination Date**") as if said Termination Date were set forth in the Lease as the expiration date of the term of the Lease. Tenant shall vacate and deliver possession of the Premises to Landlord in the manner set forth in the Lease on or before 11:59 p.m. on the Termination Date.

3. **Rent and Other Charges.** Tenant shall pay to Landlord on or before the Termination Date, and shall be responsible for, all rent, utility charges and other charges relating to the Premises which accrue on or prior to the Termination Date. Tenant shall indemnify and hold Landlord harmless against any utility charges or other charges relating to the Premises which are the obligation of Tenant under the Lease and which accrue on or prior to the Termination Date.

4. **Certification to Landlord.** Tenant hereby certifies, with respect to Tenant's rights in and occupancy of the Premises, that the following statements are true as of the date hereof and will be true on the Termination Date:

- (a) Tenant owns and holds the entire interest of Tenant under the Lease;
- (b) There exist no subleases affecting the Premises or any part thereof;

- (c) Tenant has not assigned or encumbered Tenant's interest under the Lease or any part thereof;
- (d) No contracts for the furnishing of any labor or materials with respect to improvements or alterations in or about the Premises have been let by Tenant or are outstanding that have not been performed and satisfied; and
- (e) Tenant has full authority to execute and deliver this Lease Termination Agreement.

5. **Release of Landlord.** Tenant agrees that upon termination of the Lease as aforesaid, Landlord and its agents and employees shall be fully released and discharged from any and all obligations that may have theretofore arisen or may thereafter arise under or with respect to the Lease or the Premises.

6. **Release of Tenant.** Landlord agrees that upon termination of the Lease as aforesaid, Tenant and its agents and employees shall be fully released and discharged from any and all obligations that may have theretofore arisen or may thereafter arise under or with respect to the Lease or the Premises.

7. **Exculpation of Landlord.** **[NOTE: THIS PROVISION IS TO BE ADDED ONLY IF THE LANDLORD IS A LAND TRUST. IF TENANT IS A LAND TRUST, A SIMILAR PROVISION MUST BE ADDED FOR TENANT.]** It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, (i) that all of the representations, warranties, covenants, undertakings and agreements herein made on the part of Landlord while in form purporting to be the representations, warranties, covenants, undertakings and agreements of Landlord are, nevertheless, each and every one of them, made and intended, not as personal representations, warranties, covenants, undertakings and agreements by Landlord or for the purpose or with the intention of binding Landlord personally, but are made and intended for the purpose only of subjecting Landlord's interest in the Premises to the terms of this agreement and for no other purpose whatsoever, and that in case of default hereunder by Landlord (or default through, under or by any of its beneficiaries or agents or representatives of said beneficiaries), Tenant shall look solely to the interest of Landlord in the Premises; (ii) that this agreement is executed and delivered by Landlord not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and (iii) that neither the Landlord nor any of Landlord's beneficiaries shall have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, and that no personal liability or personal responsibility of any sort is assumed by or shall at any time be asserted or enforceable against Landlord, individually or personally, but only as Trustee under the provisions of a Trust Agreement dated ^, 200x^, and known as Trust No. ^, or against any of the beneficiaries under said Trust Agreement, or their respective agents, on account of this agreement or on account of any representation