Surrender of Lease and Premises by Tenant Form

This Surrender of Lease ("Agreement") dated ___________ , 20___, by and between _________________("Landlord") and ________________ ("Tenant").

Whereas by a lease ("Lease") dated ___________ , 20___, the Landlord and Tenant entered into a Lease for the premises described in the attached Exhibit 1 ("Leased Premises") for a term of __________ years upon and subject to the terms and conditions contained in the Lease; and,

Subject to the provisions hereinafter contained, the rents reserved and contained in the Lease have been completely paid, and the parties have agreed that the Tenant has surrendered the Leased Premises and the Lease to the Landlord as of ___________ , 20___, ("Termination Date") in order that the estate, term and interest of the Tenant therein may merge and be extinguished upon the terms hereinafter contained.

Therefore in consideration of the premises and the terms and conditions hereinafter set forth, other good and valuable consideration and the sum of one dollar now paid by each party to the other (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

1. The parties acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.

2. Tenant surrenders to Landlord, as of Termination Date, Leased Premises and Lease and all rights hereunder to the intent that the unexpired residue of the term of Lease and any renewals shall be merged and extinguished in the reversion, and Tenant hereby releases in favor of Landlord, as of Termination Date, all of its right, title and interest in and to Leased Premises and Lease.

3. From and after Termination Date (but, for greater certainty, not before such date), each party releases, remises and forever discharges the other from the performance of all covenants contained in Lease and the obligation for all claims hereunder thereafter arising and the parties agree that as and from such date (but, for greater certainty, not before such date), Lease shall be of no further force and effect and the parties shall be relieved of all further liability and obligation under Lease.
4. Each party represents and warrants with the other that it has the good right, full power and authority to assign and surrender Leased Premises and Lease in the manner aforesaid, and that, as of Termination Date, none of the parties shall have executed any other instruments, deeds, or other documents pursuant to which Lease and the unexpired residue of the term thereof, shall in any way be charged, encumbered, assigned, or otherwise transferred.

5. Each party agrees with the other that it will, at all times hereafter, upon the reasonable request of any of the other parties, execute all such further documents in respect of the surrender of Leased Premises and the lease as may be required to give effect to this Agreement.

6. This Agreement shall inure to the benefit and be binding upon the parties hereto, their respective successors and assigns.

In witness whereof, the parties hereto have duly executed this Agreement as of the date first above written.

____________________  ______________________
Landlord               Tenant

____________________
Witness

Exhibit 1: Description of Leased Premises