

Agreement to cancel lease.

_____ is Landlord under the Lease Agreement, and _____ Corp. ("Retailer") is the successor in interest to tenant; and

Retailer has ceased operating the premises and is desirous of obtaining a release from all of its obligations under the Lease Agreement; and

Landlord is willing to release Retailer from all of its obligations under the Lease Agreement upon the terms and conditions set forth herein.

Therefore, in consideration of the premises and other good and valuable consideration, the parties hereby agree as follows:

1. Landlord agrees to execute, acknowledge and deliver at closing to Retailer: (i) a Surrender of Lease in the form annexed hereto and made a part hereof as Exhibit "A"; and (ii) Assignment of Lease and Assumption Agreements in the form annexed hereto and made a part hereof.

2. Retailer agrees at closing to: (i) deliver to Landlord its check in the amount of \$____; (ii) execute, acknowledge and deliver to Landlord a Bargain and Sale Deed with Covenant Against Grantor's Acts in the form annexed and made a part hereof for property located at _____ Avenue, _____, _____ and more particularly described. As of the date of closing, title shall be good and marketable and such as would be insured by _____ Title Insurance Company, at regular rates, free and clear of all liens and encumbrances or objections except those set forth in Exhibit annexed hereto and made a part hereof; (iii) execute, acknowledge and deliver to Landlord an assignment of all of Retailer's right, title and interest as lessee in and to that certain lease dated _____ [year], by and between _____ and _____, as lessor, and _____, as lessee, in the form annexed hereto and made a part hereof, for property located at _____ Avenue, _____, _____, and more particularly described in such lease, a copy of which has been delivered to Landlord, and receipt of which is hereby acknowledged; and (iv) execute, acknowledge and deliver to Landlord an assignment of all of Retailer's right, title and interest as Landlord in and to that certain lease dated _____ [year], by and between Landlord, and _____, tenant, for property located at _____ Avenue, _____, _____, and more particularly described in such lease, a copy of which has been delivered to Landlord, and receipt of which is hereby acknowledged, together with the sum of \$____ representing the security delivered by tenant to Landlord on the making of the lease.

3. Adjustments for each of the properties shall be made as of the date of closing and adjustments shall be made, where applicable, for real estate taxes, rent and rents.

4. The closing shall be held at 10:00 a.m. on _____ [year] at the office of _____ Corporation, _____ Drive, _____, _____.

5. In the event that Landlord shall, on the tender by Retailer of all of the items required to be delivered by it pursuant to Paragraph 2, fail to execute, acknowledge and deliver the Surrender of Lease as provided in Paragraph 1 hereof, then Retailer shall be released of all of its obligations under the Lease Agreement as of the closing date provided for herein.

6. In the event that Retailer shall fail to tender all of the items required of it pursuant to Paragraph 2 hereof then Landlord shall have the right to (i) sue for specific performance or (ii) cancel this Agreement and the parties hereunder shall have no further rights or obligations to each other with respect to this Agreement.

7. With respect to the property located at _____ Avenue, _____, _____, Landlord agrees to accept the premises on its as is condition as of the date hereof.