
TERMINATION OF LEASE BY MUTUAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between TAN-TAR-A ESTATES L.L.C., a Missouri Limited Liability Company, GRANTOR (hereinafter referred to as “Lessor”), and _____, GRANTEE (hereinafter collectively referred to as “Lessee”).

WITNESSETH:

WHEREAS, Lessor and Lessee previously entered into a certain Land Lease (“the Lease”), dated the _____ day of _____, _____, regarding a certain parcel of land situated within a tract of land in Camden County, Missouri known as TAN-TAR-A ESTATES, the demised parcel of land being known as Tan Tar A Estate #_____, and being more particularly described in Exhibit A attached hereto and herein incorporated (the “Leased Premises”); and

WHEREAS, the parties now desire to terminate and cancel the Lease and Lessee’s tenancy of the Leased Premises, effective as of the _____ day of _____, 20____, (the “Termination Date”), and to release each other from their respective future obligations to keep, observe and perform the conditions, covenants and agreements contained in the Lease after the Termination Date;

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Lease shall be, and the same hereby is terminated and canceled as of the Termination Date with the same force and effect as if the Termination Date were the last day of the term specified in the Lease, subject however, to the provisions of Section 2 hereof.

2. Lessor and Lessee are hereby respectively released and discharged from their respective obligations under the Lease to be performed, kept and observed after the Termination Date; provided however, nothing contained in this Agreement shall be construed as a release or waiver of the full performance by Lessee of all of its obligations under the Lease through and including the Termination Date.

3. Lessee agrees to vacate the Leased Premises on or before the ____ day of _____, 20____.

4. Each and all of the conditions, covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Notice of Termination of Lease each to the other on the day and year first above written.

TAN-TAR-A ESTATES L.L.C., Lessor

By: _____
Name:
Title: Senior Board Member
GRANTOR/Lessor

GRANTEE/Lessee

GRANTEE/Lessee

STATE OF MISSOURI)
) SS.
COUNTY OF CAMDEN)

On this _____ day of _____, 20____, before me appeared _____, to me personally known who being by me duly sworn did say that he is a Senior Board Member of Tan-Tar-A Estates L.L.C., a Missouri Limited Liability Company, and acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term of office as a Notary Public will expire: _____

Notary Public

STATE OF)
) SS.
COUNTY OF)

On this ____ day of _____, 20____, before me personally appeared _____ to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term of office as a Notary Public will expire: _____

Notary Public

Exhibit A

Legal Description of the Leased Premises

Tan-Tar-A Estate #_____