

## What to Say in Memorandum of Lease Termination

The following memorandum of lease termination was drafted by Los Angeles attorneys Nancy E. Grauman and Pamela L. Westhoff. Use it if you record a memorandum of lease.

The memorandum of lease termination begins by identifying you and the tenant. Paragraph 1 identifies the lease, the memorandum of lease, and

the property. Paragraph 2 says that the lease has ended. Paragraph 3 says that the tenant releases its interest in the space to you. Paragraph 4 lets the parties sign the memorandum of lease termination in counterparts.

Show this memorandum of lease termination to your attorney before using it.

### RECORDING REQUESTED BY AND, WHEN RECORDED, RETURN TO:

[insert name & address]

### MEMORANDUM OF LEASE TERMINATION

THIS MEMORANDUM OF LEASE TERMINATION (this "Termination") is made and entered into as of [insert date], by and between [insert your name and address], a [insert type of company, e.g., a California corporation] ("Landlord"), and [insert tenant's name and address], a [insert type of company, e.g., a California partnership] ("Tenant").

1. Landlord and Tenant entered into that certain [office/retail] lease dated as of [insert date] (the "Lease"), a Memorandum of which was recorded in the Official Records of [insert county] County, [insert state] on [insert date], as Instrument No. [insert #] ("Memorandum"). The Lease covers a portion of that certain real property and the improvements thereon located in the City of [insert city], County of [insert county], State of [insert state], more particularly described on Exhibit A attached hereto (the "Property").
2. The Lease has terminated or expired in accordance with the terms and conditions more particularly set forth therein, and Landlord and Tenant wish to confirm such termination or expiration by recording this Termination in the Official Records of [insert city, county, and state].
3. Tenant, for and in consideration of the mutual covenants, agreements, and conditions set forth in the Lease, hereby confirms the termination or expiration of the Lease and the Memorandum and acknowledges that such documents shall have no further force or effect. In confirmation thereof, Tenant hereby remises, releases, and quitclaims to the legal owner of the Property all right, title, and interest which Tenant held or may now hold in or to the Property, including, without limitation, the space located within the improvements which comprise a portion of the Property and which was leased to Tenant pursuant to the Lease.
4. This Termination may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same document. Signature pages may be taken from a counterpart and attached to other counterparts to form one document, which shall constitute a fully executed agreement which may be recorded.

IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized representatives to execute this Termination as of the date first written above.

[Landlord's Signature Block]

[Notary's Signature Blocks]

[Tenant's Signature Block]

[Notary's Signature Blocks]