**LEASE TERMINATION AGREEMENT**

THIS LEASE TERMINATION AGREEMENT (this **"Agreement")** is made as of \_\_\_\_\_\_ 2016, by and between \_\_\_\_\_\_\_\_\_ **("Landlord"),** and TSA STORES, INC as debtor and debtor-in-possession **("Tenant").**

WHEREAS, Landlord and Tenant entered into a certain lease dated \_\_\_\_\_\_\_ (as the same may have been amended from time to time, and together with any and all other agreements affecting the subject premises, the **"Lease")**,covering certain premises commonly known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **"Premises")**;and

WHEREAS, Tenant, along with its affiliated debtors and debtors in possession, has filed a voluntary petition for relief pursuant to chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the **"Bankruptcy Code"),** in the United States Bankruptcy Court for the District of Delaware (together with any other court having proper jurisdiction, the **"Bankruptcy Court")**;and

WHEREAS, subject to the conditions set forth herein, the parties desire to terminate the Lease effective as of \_\_\_\_ (the **"Termination Date")**.

NOW, THEREFORE, in consideration of the covenants and the mutual agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows, subject only to Bankruptcy Court approval:

1. Payment of Purchase Price. Landlord shall, on the Termination Date, deliver the purchase price for the Lease in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in immediately available funds wired to the account specified by Tenant plus the amount of any security deposit applicable to the Lease that has not been applied in accordance with the terms of the Lease, and, as set forth below, waive all claims held against the Tenant and its bankruptcy estate in Tenant’s pending bankruptcy proceeding.
2. Termination and Surrender.
	1. As of the Termination Date, Tenant hereby surrenders the Premises to Landlord and does hereby give, grant and surrender unto Landlord all of Tenant's right, title and interest in and to the Premises, including, without limitation, all of Tenant's right, title and interest in, to and under the Lease, and Landlord hereby accepts such surrender. Except as otherwise expressly provided herein, each of the parties hereto acknowledges performance of all obligations of the other party under the Lease or otherwise in connection with the Premises through and including the Termination Date. The Lease is hereby agreed to be null and void and of no further force and effect as of the Termination Date. In addition, any and all rights and obligations of the parties that may have arisen in connection with the Premises shall be deemed to have expired and terminated as of the Termination Date, except that nothing herein shall waive any rights of indemnification owed by Tenant to Landlord under the Lease, each of which shall be preserved to the full extent of applicable insurance coverage; provided, however, that Landlord’s recourse for any indemnification arising under the Lease shall be strictly limited to applicable insurance proceeds and coverage benefits and in no event shall Landlord have recourse against Tenant or its estate.
	2. As of the Termination Date, except as to the obligations of Tenant and Landlord expressly set forth in this Agreement, Tenant and Landlord hereby mutually and forever release each other and their respective successors and assigns of and from any and all claims, damages, obligations, liabilities, actions and causes of action of every kind and nature whatsoever that may arise under or in connection with the Lease before, on or after the Termination Date, including, without limitation, any claims under section 502(b)(6) of the Bankruptcy Code. Such release shall and hereby does extend to all claims, demands, damages, liabilities, obligations or actions, either in law or in equity, of any kind or nature whatsoever, whether known or unknown, direct or indirect, matured or hereafter existing, including claims asserted in Tenant’s bankruptcy, arising out of or relating to the Lease, the Premises or Tenant’s occupancy of the Premises, or Tenant’s initiation of its bankruptcy proceeding. Landlord and Tenant further hereby acknowledge that they may hereafter discover facts different from or in addition to those it knows or believes to be true with respect to claims that are subject of this release and the parties each hereby agree that the release shall be and remain effective in all respects, regardless of such additional or different facts.
	3. To the extent Landlord has filed or files any proof of claims with respect to the Lease or the Premises, Landlord consents to the expungement of such claims, with prejudice, and hereby affirmatively acknowledges that Landlord shall have no claim against Tenant or its estate in Tenant’s pending bankruptcy proceeding or otherwise.
3. Bankruptcy Court Approval/Higher and Better Offers. This Agreement is contingent upon (i) Tenant obtaining an order of the Bankruptcy Court authorizing Tenant to enter into the Agreement, and (ii) Tenant not receiving a higher or otherwise better offer from a third party at an auction for the Lease or otherwise.
4. Further Assurances. At any time and from time to time after the date hereof, without further consideration, (a) at the request of Landlord, Tenant shall execute and deliver such other instruments of sale, transfer, conveyance and termination or consents and take such other action as Landlord may reasonably request as necessary or desirable in order to more effectively transfer, convey and surrender to Landlord all of Tenant's rights to the Premises and under the Lease, and (b) at the request of Tenant, Landlord shall execute and deliver such other instruments of assumption and confirmation and take such other action as Tenant may reasonably request as necessary or desirable in order to more effectively evidence Landlord's acceptance of Tenant's surrender of the Lease.
5. "As Is, Where Is" Transaction. Landlord hereby acknowledges and agrees that Tenant makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Premises or the Lease. Accordingly, Landlord accepts the Premises "AS IS" and "WHERE IS."
6. Miscellaneous.
	1. This Agreement is binding upon and shall inure to the benefit of Tenant's successors and assigns, including, without limitation, a trustee, if any, subsequently appointed under chapter 7 or chapter 11 of the Bankruptcy Code, and is binding upon and shall inure to the benefit of Landlord's successors and assigns.
	2. Each of Tenant and Landlord warrants and represents that it has the power and authority to enter into this Agreement.
	3. This Agreement and any additional agreements delivered in connection herewith together contain the entire agreement between the parties hereto, and except as otherwise specifically set forth herein, supersede all prior agreements and undertakings between the parties hereto relating to the subject matter hereof.
	4. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, and presentation of any copy of this Agreement, whether original or facsimile (including in portable document format (pdf)), signed by Tenant and Landlord shall constitute sufficient proof of this Agreement.
	5. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law, and any disputes shall be resolved by the Bankruptcy Court, which shall have exclusive jurisdiction at all times during which Tenant's bankruptcy case is pending.
	6. Any and all sales, transfer and recording taxes, stamp taxes or similar taxes or fees, if any, relating to the termination of the Lease shall be the sole responsibility of Landlord and shall be paid, if applicable, to the proper governing body on the Termination Date.
	7. This Agreement may not be amended orally but rather may be amended only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

*[Signatures are on the following page.]*

 IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

TENANT: TSA STORES, INC., Debtor-in-Possession

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

LANDLORD: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:

 Title: