

### 1) .....

Lease agreements for an indefinite term may be terminated at any time by either party on three calendar months' notice. Lease agreements for a definite term may be terminated only in case of mutual agreement of the parties, or by a court of law.

### 2) .....

The landlord shall have the right to terminate the lease agreement if:

- the tenant uses the real property in violation of the agreement or the real property's designation;
- the tenant transfers the use of the real property to another person without the landlord's prior consent;
- the tenant, due to his/her negligence, creates a threat of possible damage to the real property;
- the tenant has not commenced any major repairs of the real property where an obligation to do so was imposed on the tenant.

The landlord shall have the right to terminate a lease agreement and claim the return of real property if the tenant does not make lease payments for the use of the real property during three consecutive months. In the event the landlord terminates a lease agreement, the lease agreement shall be deemed terminated from the moment the tenant is notified by the landlord of termination.

### 3) .....

Pursuant to the Civil Code of Ukraine, the tenant shall have the right to demand termination of the lease agreement if:

- the landlord transferred the leased real property, and the quality of the leased property contravenes the terms and conditions stipulated by the lease agreement or the designation of the real property;
- the landlord fails to comply with the obligation to make capital repairs of the real property.

According to Ukrainian law, an agreement on lease of the land shall be terminated in certain cases provided by the law, namely:

- compulsory purchase<sup>1</sup> of the land for public needs and forced alienation of land on the grounds of public necessity under the procedure set by Ukrainian law

<sup>1</sup> (US) (upon) exercise of the power of eminent domain