

## MODEL NOTICE

[Insert date]

[Insert tenant's name & address]

**Re: Premises—[Insert tenant's address]**

Dear [insert name of tenant's head officer]:

On Monday, Dec. 3, 2007, [insert name of landlord] ("Landlord") received from Chief Financial Officer of [insert name of tenant] ("Tenant"), an Assignment and Assumption of Lease dated as of Nov. 15, 2007. Paragraph [insert #] of that Assignment and Assumption of Lease identifies Jan. 18, 2008, as the effective date for the contemplated lease transfer from Tenant, as assignor, to [insert name of Assignee] as assignee.

Pursuant to Section [insert #] of Tenant's lease with Landlord dated April 17, 2005 ("Lease"), Landlord hereby exercises its option to recapture the Premises effective 11:59 p.m., Eastern Standard Time, Friday, Jan. 11, 2008, time being of the essence. Said date and time are hereinafter referred to as the "Recapture Date."

Landlord requests that Tenant, by no later than the Recapture Date, deliver possession of the Premises to Landlord and vacate the Premises in strict accordance with all applicable provisions of the Lease, including but not limited to, Section [insert #] of the Lease containing the Surrender of Premises Clause and its provisions concerning the removal of personal property, returning of keys, schedule of elevator use, etc.

Landlord hereby places Tenant on formal written notice that: (a) the Premises are subject to certain rights of occupancy held by an incoming tenant, and (b) any retention of possession by Tenant after the Recapture Date may cause significant hardship on Landlord and on the incoming tenant.

Accordingly, should Tenant, for any reason, fail to vacate the entire Premises by the Recapture Date, Landlord may, among other remedies, invoke Landlord's right under Article [insert #] of the Lease to: (i) treat Tenant as an unlawful holdover tenant; (ii) collect double rent from Tenant for the entire Premises, and (iii) compel Tenant to indemnify Landlord against all loss or liability, including, but not limited to, consequential damages related to any inconvenience suffered by the incoming tenant, that results from any delay by Tenant in surrendering the Premises.

Please note that Tenant's security deposit will be returned, subject to the conditions and qualifications contained in Article [insert #] of the Lease. Note, however, that pursuant to Section [insert #] of the Lease, Tenant shall continue to be liable for Taxes and Operating Expenses, as defined in Article [insert #] of the Lease, to the extent said Taxes and Operating Expenses relate to that portion of the Lease term ending on the Recapture Date.

Before the Recapture Date, kindly return all keys to Landlord as required by the Key Return provisions of the Lease. As Tenant removes its belongings from, and surrenders possession of, the premises, please be mindful of the procedures and protocols that Landlord's Property Management Department imposes on vacating tenants.

Upon your receipt of this notice, kindly contact [insert name], Director of Property Management, at [insert tel. #] to coordinate with her about Tenant's move from the Premises.

Your prompt attention to these important matters is appreciated and expected.

If you have any questions or comments with regard to the foregoing, please do not hesitate to contact me.

Yours truly,

[Insert landlord's name]