

## TRUST TRANSFER MAINTENANCE DEPOSIT AGREEMENT

AGREEMENT dated \_\_\_\_\_, among (Names of Shareholders) (collectively, the “Assignor”), residing at (Address), (Name), as trustee of (Names of Shareholders) IRREVOCABLE ASSET MANAGEMENT TRUST (the “Assignee”), (Name of Corporation), a New York cooperative apartment corporation, having an office c/o (Managing Agent) (the “Lessor”) and (Management Company), having an office at (Management’s address) (the “Agent”).

### RECITALS:

The Assignor is the holder of the shares (the “Shares”) of the Lessor allocated to (the “Apartment”) located at (Address), and the tenant under the proprietary lease appurtenant thereto (the “Lease”).

The Assignor desires to assign the Shares and the interest in the Lease to the Assignee, and the Assignee desires to assume the obligations of the Assignor as tenant shareholder of the Lessor and as shareholder under the Lease, pursuant to an Assignment and Assumption Agreement in form and substance satisfactory to the Lessor’s attorney. This Maintenance Deposit Agreement is being executed in order to induce the Lessor to consent to the transfer of the Apartment to the Trust. In addition, a certain Inducement Agreement and Guaranty of Lease are being executed simultaneously herewith. NOW, THEREFORE, in order to induce the Lessor to consent to the transfer of the Shares to the Assignee and to consent to the Assignment and Assumption Agreement by and between the Assignor and Assignee as to the Lease, the parties agree as follows:

1. Deposit of Funds . Simultaneously with the execution of the Assignment and Assumption Agreement, the Assignee shall deposit with the Agent, an amount equal to twelve (12) months’ current maintenance charges for the Apartment under the Lease, specifically (\$ amount) in order to secure the faithful performance and observance of the terms, provisions, covenants and conditions of the Inducement Agreement and Lease and the other obligations of the Assignee, including those arising under this Agreement (collectively, the “Obligations”). The Deposit shall be held in an interest bearing account with an FDIC insured bank by the Agent in accordance with this Agreement. The Lessor or Agent shall not be responsible for the loss of the Deposit unless said loss is caused by the gross negligence or willful misconduct of the Lessor or Agent, and shall not be responsible for the loss of the Deposit due to the insolvency of the bank. On or about January 31st of each year, the Lessor shall pay to the Assignee the interest earned, if any, on the Deposit in the preceding calendar year, less the sum Lessor is permitted to retain under applicable law for administrative costs.

2. Release of Deposit Upon Default Under the Lease. In the event the Assignee defaults with respect to any of the terms, provisions and conditions of the Inducement

Agreement, this Agreement or the Lease, including, but not limited to, the payment of maintenance (rent), assessments, late charges, fees and expenses, and reasonable attorneys' fees and disbursements, then Lessor may from time to time demand from Agent and Agent, without notice to the Assignee (or guarantor under the Guaranty or any other person interested in the Trust), shall deliver to the Lessor, so much of the Deposit (including the whole thereof) as shall be necessary to cure such default and/or to reimburse Lessor for any sum which Lessor may expend by reason of the default. The Lessor may use, apply or retain the whole or any part of the Deposit so delivered to cure the default and/or to reimburse Lessor for any sum which Lessor may expend by reason of the default, including any attorneys' fees incurred due to, or in connection with the default or the enforcement of any of the terms of the Lease, the Inducement Agreement or this Agreement.

### 3. Assignee's Duty to Replenish or Add to Deposit .

In the case of every such release of any portion of the Deposit (other than pursuant to paragraph 4, below), the Assignee shall, within ten (10) days of a written demand of the Lessor, deposit with the Agent an amount equal to the sum so released which shall be added to the Deposit so that the same shall be restored to the amount held prior to such release, plus all interest accrued thereon at the time of such release. Further, the Assignee shall, within ten (10) days after notice from the Lessor, deposit such additional amounts with the Agent as the Lessor shall, from time to time indicate, by notice given to the Assignee (by first class mail addressed to the Apartment), so that the amount of the Deposit shall at all times be equal to twelve (12) months' then current maintenance charges for the Apartment under the Lease.

The Assignee

agrees that this requirement to replenish the Deposit will be deemed additional rent under the Lease and hereby agrees that Assignee's failure to so replenish the Deposit shall constitute a material breach of the Lease. The Lessor's right to draw against the Deposit will not limit or preclude any rights or remedies the Lessor may have as a result of the Assignee's default under the Lease. Neither the Assignor nor the Assignee shall assign or encumber the Deposit, and no assignment or encumbrance by the Assignor or Assignee shall bind the Lessor or the Agent.

4. Release of Deposit to Assignee. Upon the Assignee's sale of the Apartment to a purchaser or purchasers approved of in writing by the Lessor and provided the Assignee is not in arrears with respect to maintenance, late charges, fees or assessments for the Apartment, nor in default of any other Obligations, the Deposit shall be released to the Assignee, together with interest earned thereon, less the sum Lessor is permitted by law to retain for administrative costs.

### 5. Other Provisions Related to Agent.

(a) The Agent shall be acting hereunder as a stakeholder only and Agent shall not be liable for the payment of any damages, losses, interest or court costs in any action that may be brought to recover the Deposit, or any part thereof, unless it shall fail or refuse to deliver the Deposit pursuant to a final judgment, order or decree that is not subject to appeal. In addition, Lessor and the Agent may act upon the advice of counsel in reference to any matter in connection herewith and shall not be liable for any mistake of fact or error of

judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence; nor shall the Lessor or the Agent be liable for any loss of the Deposit due to the insolvency of the depository bank.

(b) If Lessor's legal counsel becomes the Agent by a designation pursuant to paragraph (h) below, such counsel may act in both capacities, and such representation shall not constitute a conflict of interest and any such conflict is waived.

(c) Assignee and Lessor jointly and severally hereby agree to indemnify the Agent and to hold it harmless against all claims against it or liabilities incurred by it in the due performance of or arising out of the due performance of its duties hereunder, and to pay all costs, damages, judgments and reasonable expenses, including reasonable attorneys' fees, suffered or incurred by it in connection with or arising out of such claims or liabilities.

(d) Agent shall not have any duty to give notice to Assignee in connection with the release of all or any portion of the Deposit pursuant to paragraph 2 or 4 hereto, or otherwise.

(e) If conflicting demands are made upon the Agent with respect to the Deposit, Assignee and Lessor agree that Agent shall have no obligation to comply with any such claim or demand so long as such disagreement shall continue. In so doing, Agent shall not be or become liable for damages, losses, expenses or interest to any person for its failure to comply with such conflicting or adverse demands. Agent shall be entitled to continue to so refrain and refuse to so act until:

(i) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties involved herein or affected hereby; and/or

(ii) all differences shall have been adjusted by mutual agreement and Agent shall have been notified thereof in writing signed by Assignee and Lessor.

(f) In the alternative, Agent may file a suit in interpleader for declaratory judgment for the purpose of having the respective rights of the claimants adjudicated, and deposit the Deposit with the court, and Assignee and Lessor jointly and severally agree to pay all costs, reasonable expenses and reasonable attorneys' fees incurred by Agent, the amount thereof to be fixed and a judgment thereof to be rendered by the court in such suit.

(g) By its signature below the Agent acknowledges receipt of the Deposit by check, subject to collection.

(h) The Lessor may at any time and from time to time, by notice given to the Agent and to the Assignee, remove the then acting Agent and appoint any other person or organization it chooses as successor Agent. Such notice shall identify the successor Agent and specify its address. Upon removal the Agent shall turn over the Deposit to the successor so named. In addition, any Agent may, by 30 days' advance written notice given to the Lessor resign as Agent. Upon receipt of such notice, the Lessor shall appoint a successor Agent in the same manner as if the resigning Agent had been removed, and the resigning Agent shall, upon receipt of notice from the Lessor, turn over the Deposit to the successor Agent.

(i) Upon payment of the Deposit, or upon turning over the Deposit to a successor Agent appointed by Lessor, in full, pursuant to this Agreement, Agent shall be fully released from all liability and obligations with respect to the Deposit.

6. Costs and Expenses Incurred by the Lessor; Indemnity. The Assignee agrees that any and all costs and expenses, including without limitation, reasonable attorneys' fees and disbursements, incurred by the Lessor in connection with the enforcement of this Maintenance Deposit Agreement shall be deemed additional rent under the Lease. Assignor and Assignee shall, to the extent not caused by the negligence or willful misconduct of Lessor or its Agent, indemnify, defend and hold harmless Lessor and Agent, if any, from and against (a) all claims arising from the enforcement of the Lessor's or Agent's rights under this Agreement, and (b) all claims of any third parties to the Deposit, and all liabilities, damages, losses, fines, costs and expenses (including reasonable attorneys' fees and disbursements) incurred in connection with any such claim or enforcement.

7. Rights and Remedies. No delay or omission by the Lessor in exercising any right or remedy upon a breach of the obligations of Assignor or Assignee shall impair or prohibit the exercise of any such right or remedy in the future and such delay and omission will not be deemed to constitute a waiver of any such right or remedy or acquiescence therein. Every right and remedy granted to the Lessor under this Agreement or by law may be exercised by the Lessor at any time and from time to time and as often as the Lessor may deem expedient.

8. Default. A default by the Assignee under this Agreement shall be deemed a default under the Lease and the Lessor may enforce all remedies it may have for such default.

9. Miscellaneous.

(a) The Assignee irrevocably consents to the jurisdiction of the New York courts and consents to the service of process on the Trust by certified mail addressed to the Apartment. Assignee hereby irrevocably waives all objections as to venue and any and all rights it may have to seek a change of venue with respect to any action or proceeding brought by or on behalf of the Lessor. Assignee agrees that any judgment rendered against it in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Assignee further agrees that any action or proceeding by Assignee against Lessor in respect to any matters arising out of or in any way relating to this Agreement shall be brought only in the State of New York, County of Bronx.

(b) No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition or duty of the Assignee shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty unless in writing signed by Lessor.

(c) Except as otherwise provided herein, any notice hereunder shall be in writing and shall be deemed duly served if mailed by certified mail, return receipt requested, addressed, if to Assignee, at the Apartment, and, if to the Agent, at the address first set forth above, and if to the Lessor, at the address of Lessor first set forth above, or to the attention of such other person or at such other address as such party shall have last designated by notice in writing to the others. Notice shall be deemed served on the third day after mailing. Copies

of notices to the Lessor shall be served in like manner to the Lessor's attorney: (Name and address of attorney) or at such other address as the Lessor's attorney shall have last designated by notice in writing to the Assignee.

(d) This Agreement may be modified only by a written instrument signed by the Assignee, the Agent and the Lessor.

(e) This Agreement shall be binding on the estates, heirs, executors, administrators, personal representatives, successors and assigns of each of the undersigned.

(f) This Agreement shall be governed by the internal laws of the State of New York, without giving effect to principles of conflicts of law. The invalidity or unenforceability or any provision of this Agreement shall not affect or impair any other provision.

(SIGNATURE PAGE TO FOLLOW)

**ARC EXAMPLE ONLY**