

ESCROW AGREEMENT

This Escrow Agreement (this "**Agreement**"), is made and entered into as of this 18th day of March 2010, by and between DOM Partners LLC ("**Secured Party**"), _____ ("**Depositor**"), and Windels Marx Lane & Mittendorf, LLP, ("**Escrow Agent**").

WITNESSETH:

WHEREAS, Depositor intends to provide to Escrow Agent a deposit in the sum of \$1,000,000.00 and such other amounts if the Depositor is the Successful Bidder at the Auction or the Second Place Bidder to be held on March 18, 2010, or at any adjourned date, pursuant to the Notice of Foreclosure Sale issued on February 12, 2010 (the "**Notice**") (the "**Deposit Amount**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party, Depositor and Escrow Agent agree as follows:

AGREEMENTS:

- (1) Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Notice and/or Terms and Conditions of Sale accompanying this Agreement, as applicable.
- (2) Funding of Deposit Amount. Concurrently with the execution and delivery of this Agreement, the Deposit Amount is being delivered by wire transfer of immediately available funds or by certified or bank check to Escrow Agent and shall be held by Escrow Agent in accordance with the terms of this Agreement in a segregated non-interest-bearing escrow account (the "**Escrow Account**").
- (3) Ownership of Deposit. When the Deposit Amount is deposited into the Escrow Account, Escrow Agent shall hold it for the benefit of Depositor and Secured Party until the Deposit Amount is released to Secured Party or returned to Depositor pursuant to the terms and conditions provided below, or until the time that the Escrow Account is terminated under the terms of this Agreement.
- (4) Fees and Expenses. Depositor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account with respect to the Deposit Amount, including but not limited to bank fees, postage, wire transfer fees and messenger charges. These expenses and payment terms shall be determined by Escrow Agent.
- (5) Return or Release of Deposit Amount. Except as otherwise provided herein: (a) in the event that the Depositor is not the Successful Bidder at the Auction or the Second Place Bidder electing to exercise its contingent right to purchase upon breach and default of the Successful Bidder, the Deposit Amount shall be released to the Depositor within twenty-four hours of completion of the Auction less fees and expenses incurred by Escrow Agent; or (b) in the event that the Depositor is the Successful Bidder at the Auction or the Second Place Bidder electing to exercise its contingent right to purchase in accordance with the Terms of Sale, the Deposit Amount together with any additional sums tendered by the Successful Bidder pursuant

to the Terms of the Sale shall remain in the Escrow Account until the Closing Date. In the event the Successful Bidder closes in accordance with the Terms of Sale, all deposit monies tendered by it shall be paid to Secured Party and applied as a credit to the purchase price as determined by the Successful Bid. Within 24 hours after Closing with the Successful Bidder, any Deposit monies paid by the Second Place Bidder shall be returned to it. In the event the Secured Party declares the Successful Bidder to be in breach of the Terms of Sale, the Successful Bidder's Deposit shall be paid to the Secured Party as liquidated damages in accordance with the Terms of Sale. In the event the Second Place Bidder exercises its contingent right to purchase and, thereafter the Secured Party declares the Second Place Bidder to be in breach of the Terms of Sale, the Second Place Bidder's Deposit shall be paid to the Secured Party as liquidated damages in accordance with the Terms of Sale.

(6) Escrow Agent Provisions.

(a) It is expressly understood that Escrow Agent acts hereunder as an accommodation to Depositor and Secured Party and as a depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it, or for the form of execution of such instruments or for the identity, authority or right of any person executing or depositing the same or for the terms and conditions of any instrument pursuant to which Escrow Agent or the parties may act.

(b) Escrow Agent may deliver the Deposit Amount in accordance with (i) any written instrument executed by both Secured Party and Depositor, (ii) the order of any court of competent jurisdiction, or (iii) the terms of this Agreement. Escrow Agent may, at any time, deliver the Deposit Amount to a court of competent jurisdiction upon written notice to Depositor and Secured Party, whether or not pursuant to an interpleader action, or take such affirmative steps as Escrow Agent may elect in order to substitute an impartial party to hold the Deposit Amount and to terminate its duties as Escrow Agent. The cost of any such action, including legal fees and costs shall be borne equally by Depositor and Secured Party.

(c) Any notice to the Escrow Agent shall be sufficient only if received by Escrow Agent within the applicable time periods set forth herein. Except as otherwise set forth herein, all mailings and notices from Escrow Agent to Depositor or Secured Party, or from Depositor or Secured Party to Escrow Agent, shall be forwarded by registered or certified mail, return receipt requested or by overnight delivery service at the addresses set forth in the signatory spaces herein.

(d) Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and shall incur no liability in acting upon any signature, notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine, and Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions hereof has been duly authorized to do so. Secured Party and Depositor hereby jointly and severally agree to indemnify and save Escrow Agent harmless from and against any and all loss, damage, claims, liabilities, judgments and other costs and expenses of every kind and nature which may be incurred by Escrow Agent (including attorneys' fees) by reason of its acceptance of,

and its performance under, this Agreement unless caused by the gross negligence or the willful default of Escrow Agent. Escrow Agent shall be automatically released from all responsibility and liability under this Agreement upon Escrow Agent's release or delivery of the Deposit Amount (less fees and expenses) in accordance with the provisions of this Agreement.

(e) The terms and provisions of this Agreement shall not create any right in any person, firm, corporation or entity other than the parties hereto and their respective successors and permitted assigns, and no third party shall have the right to enforce or benefit from the terms hereof.

(f) Escrow Agent may act or refrain from acting with respect to any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from acting upon the advice of such counsel.

(g) Escrow Agent is expressly authorized to act by all parties to this Agreement as counsel to Secured Party, whether or not the Deposit Amount shall have been released or delivered by Escrow Agent to a substitute impartial party, a court of competent jurisdiction or otherwise.

(7) Modifications and Amendments. This Agreement may only be modified, altered or amended by an agreement in writing executed by the parties hereto.

(8) Validity of Provisions. Any provision of this Agreement which may prove unenforceable under law shall not affect the validity of the other provisions hereof.

(9) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(10) Authority and Understanding. Each party to this Agreement hereby represents and warrants that it has the authority to enter into this Agreement, understands the scope and effect of this Agreement and has consulted with independent counsel of its choosing for explanation of the terms and conditions of this Agreement.

(11) Choice of Law and Jurisdiction. This Agreement shall be governed according to the laws of the State of New York, without taking into account any conflict of laws principles. In any dispute or controversy concerning this Agreement, each party agrees to submit such dispute or controversy to the exclusive jurisdiction of the Supreme Court of the State of New York, County of New York or the United States District Court, Southern District of New York.

(12) Counterparts; Facsimiles. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. Transmission by facsimile of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

[Signature Page to Follow]

[Signature Page to Escrow Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SECURED PARTY:

DOM PARTNERS LLC

By: _____
Name: Robert Alfano
2050 Center Avenue, Suite 600
Fort Lee, New Jersey 07024

DEPOSITOR:

By: _____
Name: _____

ESCROW AGENT:

**WINDELS MARX LANE & MITTENDORF,
LLP**

By: _____
Name:
156 West 56th Street
New York, New York 10019