

A general account and, in the case of an escrow/trust account, shall thereafter be held in such account. If the Deposit is to be deposited in Seller's general account, such funds shall not be segregated and Seller may use such funds for whatever purpose Seller deems fit. Seller and Buyer agree that Brokers have no responsibility for the Deposit if it is deposited with Seller. The Deposit may be deposited in an interest bearing account and the holder of the funds shall retain the interest earned thereon.

5. Seller shall be entitled to retain the Deposit or, if it is held by a Broker, to receive the Deposit from that Broker, unless Buyer does not consummate the purchase of the Property because of Seller's inability, failure or refusal to perform any of Seller's covenants in the Agreement. Notwithstanding anything in the Agreement to the contrary, Buyer and Seller agree that no financing contingency in the Agreement shall apply to the Deposit, meaning that the Deposit is non-refundable even if Buyer does not obtain financing upon which the Agreement is otherwise made contingent.
6. Buyer and Seller agree that:
 - a. It is very difficult to ascertain actual damages that will be suffered by Seller relating to the Customized Improvements if Buyer does not consummate the purchase of the Property for any reason other than Seller's inability, failure or refusal to perform any of Seller's covenants in the Agreement;
 - b. The amount of the Deposit is a fair and reasonable estimate by the parties of the actual damages that will be suffered by Seller under such circumstances relating to the Customized Improvements; and,
 - c. The Deposit is not intended as a penalty, but instead, in accordance with O.C.G.A. § 13-6-7, as full liquidated damages to Seller under such circumstances relating to the Customized Improvements.
7. The Deposit is intended by the parties to cover damages relating to the Customized Improvements only. If earnest money has also been paid, then the earnest money is intended to cover other damages that the parties reasonably estimate will be incurred by Seller as a result of Buyer's failure to consummate the purchase of the Property. As an alternative to retaining the Deposit as damages, Seller may seek specific performance of the Agreement. If specific performance is granted, the Deposit will be applied to the purchase price at closing.
8. If Buyer consummates the purchase of the Property, then the amount of the Deposit shall be applied to the purchase price at closing.
9. If the Deposit is held by one of Brokers, then, as a protection to that Broker and without changing the provisions herein relating to entitlement to the Deposit, the Broker is only required to disburse the Deposit as follows:
 - a. At closing;
 - b. Upon written agreement of all parties;
 - c. Upon court order;
 - d. In accordance with an arbitration award; or
 - e. In accordance with the following notice provision. If a dispute exists between the parties relating to the Deposit and it is being held by one of Brokers, that Broker may, in lieu of interpleading the Deposit or holding it pending an arbitration award, give written notice to all parties of its intent to disburse the Deposit in a manner as specified in the notice.

Within fifteen (15) days from the date such notice is given, any party may give notice of its objection to such disbursal. If objection is made, that Broker shall interplead the Deposit into court or, if the parties have agreed to arbitrate in the Agreement or otherwise, shall hold it pending the arbitration award. If no objection is made, any objections to disbursal as noticed by Broker shall be waived. If Broker files an interpleader, it shall be entitled to an award against the Deposit for its reasonable expenses, including attorney's fees, incurred in that proceeding. The party prevailing in that proceeding shall be entitled to recover any such Broker expenses and fees from the other party. Notices provided for in this paragraph shall be governed by the notice provision of the Agreement. No party shall be entitled to damages against Broker holding the Deposit relating to the Deposit as long as Broker complies with its duties under this Exhibit.

Selling Broker's Initials: _____

Buyer's Initials: _____

(Or Broker's Affiliated Licensee)

Date: _____

Listing Broker's Initials: _____

Seller's Initials: _____

(Or Broker's Affiliated Licensee)

Date: _____