

New Form

CLOSING ATTORNEY ACTING AS  
HOLDER OF EARNEST MONEY  
EXHIBIT " \_\_\_\_\_ "



[Closing Attorney must still consent to serve as Holder using F84(B)]

2018 Printing

This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain property known as: \_\_\_\_\_, Georgia \_\_\_\_\_.

- Closing Attorney Shall Act as Holder.** The Closing Attorney named in this Agreement shall be the Holder of the earnest money conditioned upon the Closing Attorney timely agreeing to serve as Holder, in accordance with the terms of the Agreement (including this Exhibit) and the Agreement of Closing Attorney to Serve as Holder of Earnest Money Exhibit; F84(B)
- Closing Attorney Must Agree to Become Holder Within Three (3) Days of the Binding Agreement Date.** typo - should say Business Days The Closing Attorney shall not become the Holder unless the Closing Attorney has within three (3) business days of the Binding Agreement Date: a) signed the Agreement of Closing Attorney to Serve as Holder of Earnest Money (GAR Form F84) without modification ("Escrow Agreement"); and b) delivered the same to Buyer and Seller. When this occurs, the Closing Attorney shall be deemed the Holder and the signed Escrow Agreement shall be deemed to be a part of this Agreement. The duties of the Closing Attorney as Holder and the time periods for performing those duties shall not commence with respect to this Agreement or any amendment thereto until the Closing Attorney receives a fully-executed copy of this Agreement or the amendment thereto, as the case may be.
- Buyer Must Deliver Purchase and Sale Agreement to Closing Attorney Within One (1) Business Day of Binding Agreement Date.** Buyer shall be responsible to provide this Agreement and any amendment thereto within one (1) business day of it becoming binding and to promptly seek the consent of the Closing Attorney to act as the Holder if that consent has not already been obtained. Buyer shall be in default of this Agreement if Buyer fails to timely deliver the Agreement or any Amendment thereto within one (1) business day of it becoming binding. Such default shall give Seller the right to terminate this Agreement upon notice to Buyer, provided, however, that if such notice is not given within seven (7) days thereafter, Seller's right to terminate due to Buyer's default shall be waived. Buyer shall additionally be responsible for paying all earnest money and other Buyer trust funds to Holder in accordance with the terms of this Agreement and any amendments thereto and immediately notifying Seller when the same has been accomplished.
- Failure of Closing Attorney to Timely Agree to Become Holder.** If the Closing Attorney named as Holder has not become Holder within three (3) business days of the Binding Agreement Date then: a) the Alternate Holder defined and referenced below shall automatically become the Holder instead of the Closing Attorney; b) all parties consent to the earnest money being paid or transferred to the Alternate Holder; and c) all parties shall cooperate with one another to sign any documents required to accomplish the same.
- Alternate Holder.** Buyer and Seller agree that in the event the Closing Attorney does not become the Holder, the following Alternate Holder ("Alternate Holder") who shall be a real estate broker in this Agreement shall become the Holder. The Alternate Holder hereby agrees to immediately serve as Holder pursuant to this Agreement. In this transaction the Alternate Holder shall be Broker. The signature of the Alternate Holder to this Agreement shall be deemed consent of the Alternate Holder to serve as Holder. The Alternate Holder's duties and the timeline for performing those duties shall not commence until the Alternate Holder become the Holder.
- Notices to and From Holder.** The notice procedures in the Agreement shall control with regard to all notices to and from Holder. Holder's contact information is set forth in signature pages to this Agreement.
- Closing Attorney's Contact Information**

Closing Attorney: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Email: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_ 64