HOLDING DEPOSIT AGREEMENT

Location: ______________________________ Date: ______________________________

Parties:

Depositor (Buyer) Name: ______________________________

Depositor Address: ______________________________

Recipient (Seller) Name: ______________________________

Recipient Address: ______________________________

Deposit Details:

Deposit Amount: ______________________________ USD

Purpose of Deposit: ______________________________

1. Deposit and Purpose

Depositor hereby deposits the amount set forth above (the “Deposit”) with Recipient as evidence of good faith to secure the potential purchase of the described property, vessel, or asset (the “Property”). The Deposit shall be held according to the terms of this Agreement and applied towards the purchase price upon Closing.

2. Holding and Application of Deposit

Recipient agrees to hold the Deposit in trust and apply it only as expressly provided in this Agreement. The Deposit shall be non-refundable except as otherwise specifically provided herein or required by law.

3. Conditions for Deposit Refund

The Deposit shall be refunded to Depositor only if Recipient breaches this Agreement, if mutually agreed in writing, or if the transaction fails due to title defects or other material issues beyond Depositor’s control. Depositor acknowledges that if Depositor fails to proceed to Closing without valid cause, Recipient may retain the Deposit as liquidated damages.

4. Closing

The parties agree to proceed to Closing under a separate definitive purchase agreement. The Deposit shall be applied to the purchase price at Closing. If Closing does not occur, the rights and obligations regarding the Deposit shall be governed solely by this Agreement.

5. Representations and Warranties

Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations. This Agreement constitutes a valid and binding obligation enforceable against each party in accordance with its terms.

6. Risk of Loss and Title

No risk of loss or title passes to Depositor by virtue of this Agreement. The Deposit does not transfer ownership or grant any interest in the Property until Closing.

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State in which the Property is located, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction of the courts located therein.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the Deposit and supersedes all prior discussions and agreements, whether oral or written. Any amendments must be in writing and signed by both parties.

9. Counterparts and Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed originals.

10. Notices

All notices under this Agreement shall be in writing and sent by hand delivery, nationally recognized overnight courier, certified mail (return receipt requested), or electronic means capable of confirming transmission and receipt, to the parties at their respective addresses.

11. No Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of any other provision or the right to enforce the same provision at a later time.

12. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

13. Remedies

The parties acknowledge that damages for breach of this Agreement may be difficult to ascertain and that Recipient's retention of the Deposit as liquidated damages is reasonable and not a penalty. All remedies are cumulative and not exclusive.

14. No License or Interest

Nothing in this Agreement shall be construed to grant Depositor any license, interest, or rights in the Property except as explicitly set forth herein.

15. Further Assurances

The parties agree to cooperate and execute any further documents reasonably necessary to effectuate the purposes of this Agreement.

16. Confidentiality

The terms and existence of this Agreement shall be treated as confidential and shall not be disclosed except as required by law or to professional advisors under confidentiality obligations.

17. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

18. No Joint Venture

Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the parties.

19. Interpretation

Headings are for convenience only and do not affect interpretation. Words importing the singular include the plural and vice versa.

20. Execution Date

The Effective Date of this Agreement is the date of the last signature below.

DEPOSITOR'S SIGNATURE	**RECIPIENT'S SIGNATURE**
Signature: __________________________	Signature: __________________________