



WIRE TRANSFER ADDENDUM

This Addendum is part of the Purchase and Sale Agreement dated _____ between _____ ("Buyer") and _____ ("Seller") concerning _____ (the "Property").

Buyer and Seller each acknowledge that they have been warned of the risks concerning fraudulent wire transfer instructions being delivered by an imposter in a real estate transaction. The parties acknowledge that a fraudulent wire transfer scheme could lead to devastating consequences affecting both parties. Accordingly, the parties hereby mutually agree to the following additional contract terms to protect themselves against the risks of wire fraud, and therefore mutually agree and instruct the Closing Agent as follows:

- 1. NO WIRE TRANSFERS PERMITTED.** Notwithstanding any other contrary term or provision in this Agreement or any other contrary instruction from the parties to the Closing Agent, the parties hereby agree and instruct the Closing Agent that no funds under this Agreement are to be sent to or accepted from (*check each that applies*) Buyer Seller (each checked is a "Restricted Party"; if neither is checked, then "Buyer" only) by means of wire transfer or any other form of electronic transfer of funds. This instruction may not be revoked or modified except with the express signed written consent of all parties, which such consent may be withheld by any party in its sole discretion. The parties agree that this addendum shall supersede and control to the extent it is inconsistent with any other term or provision of this Agreement or any other instruction to the Closing Agent.
- 2. PERMITTED DELIVERY OF FUNDS.** Each Restricted Party shall tender funds only by way of cashier's check or money order to be either physically delivered to the recipient in person, by mail, or by means of courier delivery (i.e. UPS, FedEx, etc.). The parties understand that the Closing Agent may require funds to be delivered well in advance of Closing to allow time for funds to clear deposit, and the parties agree to abide by the Closing Agent's instructions and to contact the Closing Agent to verify any such instructions before proceeding (such as by using a known telephone number).
- 3. THIRD PARTIES.** Nothing in this Addendum shall preclude the Closing Agent from using wire transfers or other means of electronic transfer of funds with respect to third parties (i.e. from or to applicable lenders, vendors, or other third parties).

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE