DEPOSIT OF EARNEST MONEY WITH TITLE INSURANCE COMPANY ADDENDUM TO REAL ESTATE PURCHASE CONTRACT
ADDENDUM #_____

THIS IS AN [ ] ADDENDUM [ ] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of ____________________________, including all prior addenda and counteroffers, between ______________________ as Buyer, and ______________________ as Seller, regarding the Property located at ____________________________. The following terms are hereby incorporated as part of the REPC:

1. The REPC is amended as follows: Buyer and Seller agree that the Earnest Money Deposit, or Deposits, will be held with a Title Insurance Company instead of deposited in the Buyer's Brokerage Trust Account. The Title Insurance Company is ______________________________________ located at: ______________________________________ phone number____________________ and email ______________________________________.

ATTENTION: Buyer and Seller are advised that the Title Insurance Company may require, through separate written instructions, that BOTH the Buyer and Seller mutually authorize disbursement of the Earnest Money Deposit, even if the REPC states that no additional written authorization is required, which may result in additional delays and costs for either party to receive the Earnest Money Deposits

Buyer and Seller acknowledge that the Utah Division of Real Estate has no authority over the Title Insurance Company's release or disbursement of the Earnest Money Deposit.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. [ ] Seller [ ] Buyer shall have until ______ [ ] AM [ ] PM Mountain Time on ______________________(Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[ ] Buyer [ ] Seller Signature (Date) (Time) [ ] Buyer [ ] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:
[ ] ACCEPTANCE: [ ] Seller [ ] Buyer hereby accepts the terms of this ADDENDUM.

[ ] COUNTEROFFER: [ ] Seller [ ] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____.

[ ] REJECTION: [ ] Seller [ ] Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2018