



**ADDENDUM TO REPLACEMENT PROPERTY
PURCHASE AND SALE AGREEMENT**

THIS ADDENDUM is made and dated _____, and is an addendum to the Replacement Property Purchase and Sale Agreement dated _____, by and between _____ as Seller, and _____, as Purchaser/Exchangor, and which was entered into with regard to the property known as: _____ (“Property”).

Notwithstanding anything in this Replacement Property Purchase and Sale Agreement to the contrary, at the Purchaser’s option and at no loss, cost, liability or expense to Seller, Seller agrees to cooperate with Purchaser in closing this transaction as a like-kind exchange under §1031 of the Internal Revenue Code.

The parties agree that the Purchaser/Exchangor shall be permitted to assign this Replacement Property Purchase and Sale Agreement to 1031 EXCHANGE SPECIALISTS, INC., a qualified intermediary, solely for the purposes of completing a tax-deferred exchange pursuant to §1031 of the Internal Revenue Code.

Seller agrees to execute any and all documents necessary to effectuate the 1031 tax-deferred exchange provided that the Seller shall be held harmless and no additional expense or liability will be incurred by the Seller as a result of cooperating in this like-kind exchange.

All other terms and conditions of the Replacement Property Purchase and Sale Agreement, other than as set forth above in this Addendum, shall remain in full force and effect.

Date _____, Seller (and or assigns)

Date _____, Seller (and or assigns)

Date _____, Purchaser/Exchangor

Date _____, Purchaser/Exchangor

Signatures may be in counterparts