



ADDENDUM TO RELINQUISHED PROPERTY PURCHASE AND SALE AGREEMENT

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

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

To this end, the parties agree that the Seller/Exchangor shall be permitted to exchange this Property for other replacement property to be identified and acquired within the required time limitations in accordance with §1031 of the Internal Revenue Code.

This Purchase and Sale Agreement may be assigned to 1031 EXCHANGE SPECIALISTS, INC. (1031 ESI), a qualified intermediary, solely for the purposes of completing the exchange. The Purchaser will be notified in writing when this assignment is made.

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

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

Date Purchaser, _____ and or assigns

Date Purchaser, _____ and or assigns

Date Seller/Exchangor, _____

Date Seller/Exchangor, _____