

## REPLACEMENT PROPERTY EXCHANGE ADDENDUM

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This addendum is for the property to be purchased by the exchanger and provides for the following requirements: (1) to document that the purchase will be part of a like-kind tax-deferred exchange in accordance with IRC Regulation Section 1.1031(k)-1; (2) to permit assignment of the contract to the qualified intermediary; and (3) to ensure the seller they will be held harmless and there will be no additional expense as a result of the exchange.

This addendum is made and entered into on \_\_\_\_\_, \_\_\_\_\_, and is an addendum to the Purchase Contract dated \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_, Purchaser/Exchanger, and \_\_\_\_\_, Seller, to purchase and exchange the property known as: \_\_\_\_\_.

The Purchaser/Exchanger is acquiring this property to complete a Like-Kind Tax-Deferred Exchange under Section 1031 of the Internal Revenue Code.

Solely for the purpose of completing the Exchange this contract may be assigned to Realty Exchange Corporation, a qualified intermediary. The seller will be notified in writing when this assignment is made. Title, however, shall be conveyed directly from the Seller to the Exchanger in accordance with Revenue Ruling 90-34.

Seller will be held harmless, and there will be no additional expense to the Seller as a result of this Like-Kind Exchange.

All other items and conditions of this contract remain in full force and effect.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser/Exchanger

\_\_\_\_\_  
Purchaser/Exchanger

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller