

1031 EXCHANGE COOPERATION CLAUSE ADDENDUM

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Relinquished Property (Sale or Disposition Property)

BUYER acknowledges that SELLER intends to perform a tax-deferred exchange transaction pursuant to Section 1031 of the Internal Revenue Code and Section 1.1031 of the Treasury Regulations. Notwithstanding any other provision of the Purchase Contract to the contrary, the parties agree that SELLER'S rights, title and interest (but not obligations) pursuant to the attached Purchase Contract for property located at _____ will be assigned to _____, as SELLER'S Qualified Intermediary, for the purpose of completing SELLER'S 1031 exchange transaction.

BUYER agrees to cooperate with _____ (SELLER'S Qualified Intermediary), at no additional cost or liability to BUYER, by executing the documents necessary to complete SELLER'S 1031 exchange transaction.

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Replacement Property (Purchase or Acquisition Property)

SELLER acknowledges that BUYER is completing a tax-deferred exchange transaction pursuant to Section 1031 of the Internal Revenue Code and Section 1.1031 of the Treasury Regulations. Notwithstanding any other provision of this Purchase Contract to the contrary, the parties agree that BUYER'S rights, title and interest (but not obligations) pursuant to the attached Purchase Contract for property located at _____ will be assigned to _____, as BUYER'S Qualified Intermediary, for the purpose of completing BUYER'S 1031 exchange Transaction.

SELLER agrees to cooperate with _____ (BUYER'S Qualified Intermediary), at no additional cost or liability to SELLER(S), by executing the documents necessary to complete BUYER'S 1031 exchange transaction.

SELLER

Date

BUYER

Date

SELLER

Date

BUYER

Date