

## EXCHANGE ADDENDUM

The following terms and conditions are hereby incorporated in and made a part of the agreement dated \_\_\_\_\_

on property known as \_\_\_\_\_

executed by \_\_\_\_\_, Buyer  Seller  Other  \_\_\_\_\_

and \_\_\_\_\_, Buyer  Seller  Other  \_\_\_\_\_

By executing this Addendum the parties intend to modify their existing Agreement as below. All other provisions of the existing Agreement shall remain in full force and effect.

1. **INTENT TO EXCHANGE:** IT IS THE INTENT OF \_\_\_\_\_ (“EXCHANGER”) TO UTILIZE THIS TRANSACTION AS PART OF A TAX DEFERRED EXCHANGE AS PROVIDED IN INTERNAL REVENUE CODE SECTION 1031, AS AMENDED AND THE TREASURY REGULATIONS PROMULGATED THEREUNDER.

2. **EXCHANGE COOPERATION CLAUSE:** SELECT THE APPROPRIATE COOPERATION CLAUSE.

Buyer hereby acknowledges it is the intent of the Seller to effect an IRC Section 1031 tax deferred exchange which will not delay the closing or cause additional expense to the Buyer. The Seller’s rights under this Agreement may be assigned to Investment Property Exchange Services, Inc., a Qualified Intermediary, for the purpose of completing such an exchange. Buyer agrees to cooperate with the Seller and Investment Property Exchange Services, Inc. in a manner necessary to complete the exchange.

Seller hereby acknowledges it is the intent of the Buyer to effect an IRC Section 1031 tax deferred exchange which will not delay the closing or cause additional expense to the Seller. The Buyer’s rights under this Agreement may be assigned to Investment Property Exchange Services, Inc., a Qualified Intermediary, for the purpose of completing such an exchange. Seller agrees to cooperate with the Buyer and Investment Property Exchange Services, Inc. in a manner necessary to complete the exchange.

3. **ADDITIONAL TERMS:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4. **TAX AND LEGAL ADVICE:** The manner in which an exchange is structured will have significant tax and legal consequences. The parties hereto should always consult with their tax and/or legal advisor regarding the structure and specific requirements of an exchange. By signing below the parties hereto acknowledge a copy of this Addendum.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**BRIEF EXCHANGE COMMUNICATIONS**

*Investment Property Exchange Services, Inc. cannot provide advice regarding specific tax consequences. Investors considering an IRC §1031 tax deferred exchange should seek the counsel of their accountant and attorney to obtain professional and legal advice.* © 2005 Investment Property Exchange Services, Inc.