

**Contract Addendum  
Replacement Property**

**Seller:** \_\_\_\_\_

**Buyer:** \_\_\_\_\_

**Property Description/Street Address:** \_\_\_\_\_

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**Terms Of Addendum**

**This addendum contains additional terms of and shall be a part of the contract between Buyer and Seller for the purchase and sale of the Property.**

**Seller acknowledges notification that:**

**(a) Buyer intends to purchase the Property as part of a tax deferred exchange of property under the provisions of Section 1031 of the Internal Revenue Code of 1986 (the "Code") and applicable regulations promulgated by the Internal Revenue Service ("IRS").**

**(b) Buyer has entered into a contract with 1031 Exchange Corporation to serve as a qualified intermediary in the contemplated exchange of property.**

**Buyer identifies the Property as the property Buyer desires to acquire to replace the property Buyer has previously relinquished as part of a tax deferred exchange.**

**Seller agrees to cooperate with buyer in completing this transaction in compliance with the requirements of Section 1031 of the Code provided seller does not incur any additional expense.**

**To comply with IRS regulations, buyer will assign this contract to 1031 Exchange Corporation. However, Buyer has elected to receive a direct conveyance of the Property from Seller. seller agrees to permit an assignment of this contract to 1031 Exchange Corporation for the purpose of allowing Buyer to comply with IRS regulations.**

**The earnest money tendered to Seller has been advanced by 1031 Exchange Corporation from funds held for Buyer under the terms of the exchange agreement between Buyer and 1031 Exchange Corporation. If Buyer becomes entitled to a refund of the earnest money or any other funds advanced to Seller by 1031 Exchange Corporation, Seller and the escrow agent holding the funds both agree to return the refund directly to 1031 Exchange Corporation rather than to Buyer.**

**If the terms of this addendum conflict with the terms contained in the body of the contract, whether printed, typewritten, handwritten or contained in any other addendum to the contract, the terms of this addendum shall control.**

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**Seller**

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**Seller**

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**Buyer**

\_\_\_\_\_  
**Buyer**