

An attorney should be consulted prior to the execution and delivery of the form set forth herein.

EXCHANGE LANGUAGE IN CONTRACT FOR DISPOSITION PROPERTY - (DIRECT DEEDING)

Addendum to Contract of Sale dated _____, between
_____, Selling Party, and _____,
Buyer, for the premises known as _____.

Selling Party is disposing of the real property described herein as part of an IRC Section 1031 Tax Deferred Exchange for the benefit of Selling Party. Selling Party shall be assigning all contract rights and obligations hereunder to Regal Title Agency, a New York Corporation, as a part of, and in furtherance of, such tax deferred exchange. Buyer hereunder agrees to assist and cooperate in such exchange for the benefit of the Selling Party at no cost, expense or liability to Buyer and Buyer further agrees to execute any and all documents (subject to the reasonable approval of Buyer's legal counsel) as are reasonably necessary in connection with such exchange. As part of such exchange, Selling Party shall convey the real property described herein by Deed directly to the Buyer and Buyer shall not be obligated to acquire or convey any other property as part of such exchange.

Selling Party further agrees to indemnify and hold Buyer free and harmless from any cost, expense or liability, including reasonable attorney's fees, resulting from Buyer's participation in such exchange for the benefit of Selling Party.

Dated as of _____, _____.

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EXCHANGE LANGUAGE IN CONTRACT FOR ACQUISITION PROPERTY - (DIRECT DEEDING)

Acquiring Party is acquiring the real property described as part of an IRC Section 1031 Tax Deferred Exchange for the benefit of Acquiring Party. Acquiring Party shall be assigning all contract rights and obligations hereunder to Regal Title Agency, a New York Corporation, as a part of, and in furtherance of, such tax deferred exchange. Seller hereunder agrees to assist and cooperate in such exchange for the benefit of the Acquiring Party at no cost, expense or liability to Seller and Seller further agrees to execute any and all documents (subject to the reasonable approval of Seller's legal counsel) as are reasonably necessary in connection with such exchange. As part of such exchange, Seller shall convey the real property described herein directly to the Acquiring Party and Seller shall not be obligated to acquire or convey any other property as part of such exchange.

Acquiring Party further agrees to indemnify and hold Seller free and harmless from any cost, expense or liability, including reasonable attorney's fees, resulting from Seller's participation in such exchange for the benefit of Acquiring Party.