



OPTIONAL CONTRACT LANGUAGE

For the Property being Sold

Tax-Deferred Exchange - The parties acknowledge that the Seller intends to sell the property through a tax-deferred exchange which qualifies for non-recognition of gain under Internal Revenue Service Code Section 1031. Seller will be assigning its contract rights, not its obligations to 1031 Exchange Specialists, Inc., as Qualified Intermediary. Buyer agrees to cooperate with the Seller to effectuate such exchange and to sign any and all documents necessary to assist the Seller in completing the exchange. It is understood that there will be no additional cost or liability to the Buyer. In the event of any breach of, or claim upon any representations, warranties, obligations and undertakings by Seller or Intermediary, Buyer's exclusive recourse shall be against Seller. Buyer shall have no recourse of any type against the Intermediary arising from this transaction.

For the Property being Purchased

Tax-Deferred Exchange - The parties acknowledge that the Buyer intends to buy the property as the second phase of a tax-deferred exchange under Internal Revenue Service Code Section 1031. Buyer will be assigning its contract rights, not its obligations to 1031 Exchange Specialists, Inc., as Qualified Intermediary. Seller agrees to cooperate with the Buyer to effectuate such exchange and to sign any and all documents necessary to assist the Buyer in completing the exchange. It is understood that there will be no additional cost or liability to the Seller. In the event of any breach of, or claim upon any representations, warranties, obligations and undertakings by Buyer or Intermediary, Seller's exclusive recourse shall be against Buyer. Seller shall have no recourse of any type against the Intermediary arising from this transaction.