



# ADDENDUM "B" - REPLACEMENT PROPERTY

EQUITY ADVANTAGE

To Sale Contract/Purchase Agreement and Deposit Receipt dated \_\_\_\_\_ for the sale of the property located at:

\_\_\_\_\_  
(Property Address)

executed by:

\_\_\_\_\_, Exchangor, and  
(Exchangor's Name)

\_\_\_\_\_, Seller.  
(Seller's Name)

Exchangor, designated as "Buyer" of the above described property, shall have the right at all times during the term herof and prior to the completion of the purchase and sale of the subject property, without the prior approval or consent of Seller, to transfer and assign all of his/her/their rights and obligations under this Agreement to Equity Advantage, Incorporated so as to facilitate a tax-deferred exchange under provisions of Section 1031 of the Internal Revenue Code. It is hereby agreed by and between the parties hereto that, upon such transfer and assignment having been made by Exchangor, Exchangor shall have no further rights, obligations or liabilities hereunder, all such rights obligations and liability having been fully and finally transferred to Equity Advantage, Incorporated. It is hereby further agreed by and between the parties hereto that upon such assignment and transfer having been made, this Agreement shall be deemed to be novated accordingly. Exchangor shall give Seller written notice of Exchangor's transfer and assignment of such rights and the effective date thereof.

\_\_\_\_\_  
(Exchangor) (Date)

\_\_\_\_\_  
(Exchangor) (Date)

\_\_\_\_\_  
(Seller ) (Date)

\_\_\_\_\_  
(Seller ) (Date)

IMPORTANT: Information presented here is provided only as a general resource. It is not intended to provide tax or legal advice for specific facts or particular circumstances. 1031 Exchanges are very complex transactions with potential for serious tax implications. It is recommended you seek the advice of a certified tax professional or a lawyer.