

**ADDENDUM TO THE REAL ESTATE SALE CONTRACT
FOR RELINQUISHED PROPERTY**

This Addendum entered into this ____ day of _____, _____, by and between the undersigned Seller and the undersigned Purchaser in regard to a certain Real Estate Sale Contract dated ____ day of _____, _____, by and between the undersigned Seller and the undersigned Purchaser.

A material part of the consideration to the Seller for selling the Subject Property is that Seller has the option to qualify this transaction as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code.

It is Seller's intention to exchange the Subject Property for real property of like-kind ("Replacement Property") under such terms and conditions that qualify for a non-recognition of gain pursuant to Section 1031 of the Internal Revenue Code.

Sellers obligations to Purchaser hereunder are in no way contingent or conditioned upon the Seller qualifying this transaction as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code pursuant to Section 1031 of the Internal Revenue Code.

At or prior to closing Seller shall have the right to assign all of Seller's rights, title and interest in, under and to this Contract to First Midwest Bank, as Intermediary.

IN WITNESS WHEREOF, the undersigned Seller and the undersigned Purchaser have executed this Addendum on day and year first above written.

PURCHASER:

SELLER:

THE FOREGOING DOCUMENT IS PROVIDED AS A COURTESY TO CLIENTS OF FIRST MIDWEST BANK. AN ATTORNEY SHOULD BE CONSULTED TO ADAPT THE LANGUAGE IN THIS DOCUMENT TO THE SPECIFIC TRANSACTION.