

**ADDENDUM TO THE REAL ESTATE CONTRACT
FOR PURCHASE OF REPLACEMENT 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 Contract dated the ____ day of _____, _____, by and between the undersigned Seller and the undersigned Purchaser.

Seller hereby acknowledged that the property subject to the abovementioned Real Estate Contract is being purchased by Purchaser as a Replacement Property pursuant to the terms and provisions of a certain Exchange Agreement with FIRST MIDWEST BANK, as Intermediary, in order to complete a tax-deferred exchange of like-kind property pursuant to Section 1031 of the Internal Revenue Code.

At or prior to closing, the Purchaser shall have the right to assign to First Midwest Bank, as Intermediary, all of Purchaser's rights in the abovementioned Real Estate Contract.

At or prior to closing, First Midwest Bank, as Intermediary under the abovementioned Exchange Agreement, shall have the right to direct the Seller to deed the subject property under the abovementioned Real Estate Contract directly to the Exchangor/Purchaser.

In the event that the closing under the abovementioned Real Estate Contract is delayed for any reason, except for an act or omission by Purchaser, so that this transaction is not closed on or before _____, _____, the Purchaser, at Purchaser's option, may terminate the abovementioned Real Estate Contract, and if so terminated, all earnest money paid by the Purchaser or the Intermediary under the terms of said Real Estate Contract shall be immediately returned to the Purchaser or to the Intermediary if said earnest money was paid by the Intermediary.

To the extent that the terms of this Addendum modify or conflict with the terms of the abovementioned Real Estate Contract, the terms and provisions of this Addendum shall be controlling.

IN WITNESS WHEREOF, the undersigned Seller and the undersigned Purchaser have executed this Addendum on the 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.