



SELLER'S INTENT TO EXCHANGE SUPPLEMENT

(C.A.R. Form SES, Revised 11/09)

(For use as an addendum to a purchase agreement)

The following terms and conditions are hereby incorporated in and made a part of the, [] CPA, [] RIPA, [] VLPA, [] Other _____ dated _____ (the "Agreement") on property known as _____ ("Property"), in which _____ is referred to as Buyer, and _____ is referred to as Seller. All other provisions of the Agreement shall remain in full force and effect.

1. SELLER'S INTENT TO EXCHANGE: It is the intent of Seller to utilize this transaction as part of an exchange of like-kind property under Internal Revenue Code §1031 and the regulations promulgated thereunder. Buyer and Seller agree to cooperate in effecting such an exchange, as follows:

A. Seller intends to use the Property as part of an exchange for "Other Property":

(Check One Only)

[] Described as _____

OR [] To be located and designated by Seller, who shall take all steps necessary to enter into a contract to acquire such Other Property.

B. Seller shall indemnify, defend and hold harmless all other parties to this transaction from all liabilities and any additional attorney fees, accountant fees or any other costs arising from or connected in any way with the exchange.

C. If Seller is unable, through no fault of Seller, to locate, designate, enter into a contract to acquire, or complete acquisition of such Other Property by the Close Of Escrow in the Agreement, or as extended by mutual agreement:

(Check One Only)

[] This transaction shall close escrow as a sale, without extension of time for closing.

OR [] The close of escrow for this transaction shall be extended by a maximum of _____ Days to enable Seller to complete such arrangements.

OR [] This transaction shall be canceled, Buyer's deposit shall be returned to Buyer, and all parties shall be released from any further obligation to each other.

OR [] Other: _____

D. Buyer in this transaction shall not be required to take title to Other Property for any period of time, as an accommodation to Seller, unless agreed to in writing.

E. All parties agree to take such actions and execute or consent to such additional documents and transactions as may be reasonably requested by Seller, provided that all other conditions of the agreement are met.

2. ADDITIONAL TERMS: _____

3. TAX AND LEGAL CONSEQUENCES OF AN EXCHANGE: Locating and designating properties pursuant to this Supplement, if applicable, are the responsibility of the party requesting the exchange ("Exchangor"), and will not occur automatically as a result of this Supplement. If the exchange will be non-simultaneous, under federal tax law: (i) the property to be acquired by Exchangor must be identified within 45 days after transfer of Exchangor's current property; (ii) the acquisition generally must be completed within 180 days after transfer of Exchangor's current property; and (iii) the 180 day period may be shorter under some circumstances. The manner of structuring an exchange transaction will have significant tax and legal consequences. Parties should consult their legal and/or tax advisors regarding this important matter.

By signing below, the parties acknowledge that they have read, understand, accept and have received a copy of this Seller Intent To Exchange Supplement.

Buyer _____ Seller _____

Date _____ Date _____

Buyer _____ Seller _____

Date _____ Date _____

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1990-2009, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



SES REVISED 11/09 (PAGE 1 OF 1)

SELLER'S INTENT TO EXCHANGE (SES PAGE 1 OF 1)

Agent: Patrick Hale Phone: 619.309.7883 Fax: 619.401.4083 Prepared using WINForms® software
Broker: Realty Source, Inc. 365 Broadway Ave., Suite 201 El Cajon, CA 92120