

QUALIFIED INTERMEDIARY AGREEMENT

FULL NAME(S): _____
(hereinafter referred to as Exchanger, individually or collectively)*

**Note: seller of the Relinquished Property must be the same tax payer as the buyer of the Replacement Property*

Address: _____

Phone: _____

E-mail: _____

Relinquished Property Address (the property being sold):

Attorney/closing agent handling the sale of the Relinquished Property:

Address: _____

Phone: _____

E-mail: _____

Attorney/closing agent handling the Relinquished Property closing for the buyer (if known):

Address: _____

Phone: _____

E-mail: _____

Exchanger intends to exchange the Relinquished Property for like-kind Replacement Property in order to qualify for tax-deferred treatment under Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and any similar state statutes and regulations (collectively referred to as the "Code"). Exchanger hereby appoints **LingleLaw, P.C.** as Qualified Intermediary (hereinafter referred to as "QI"). QI shall be substituted as the seller of the Relinquished Property pending the identification and acquisition of suitable Replacement Property and shall accept and hold in escrow the net proceeds from the sale of the Relinquished Property, which shall be used for acquisition of the Replacement Property in order to complete the tax-deferred exchange. QI shall provide prepare required exchange agreements, provide instructions to closing agents or attorneys, receive the 45-day identification notice for Replacement Property, deliver funds for the Replacement Property closing and provide a final summary of Exchange Account receipts and disbursements.

Exchanger agrees to pay QI \$895.00 for the services listed above. In addition, QI shall be paid \$50.00 if the Closing Lock secure closing portal is used and \$75.00 for each disbursement from the Exchange Account, plus any other costs incurred. Exchanger hereby authorizes QI to deduct all fees and costs from the Exchange Account. The fee is deemed earned upon completion of the closing on the Relinquished Property, even if closing on the Replacement Property does not occur.

Exchanger acknowledges and agrees to the following: Exchanger and QI have an independent relationship. QI is not acting as Exchanger's attorney or otherwise providing legal advice or tax advice. QI makes no warranties or representation with respect to the use or qualification of any property for treatment as "like-kind" under the Code or the ultimate qualification of the transactions contemplated herein for tax-deferred treatment under the Code. QI shall not be required to make any warranties or representations in connection with the assignment of any contract for purposes of this exchange. Exchange Funds will be held in an attorney trust account,

and no interest shall be paid to Exchanger. QI shall not be required to advance funds or pay any sum other than the net amount held in the Exchange Account, and Exchanger agrees to pay or reimburse QI for any costs and expenses incurred either before or after completion of the transactions contemplated herein. Exchanger assumes full responsibility for providing required notices, including the identification of Replacement Property within 45 days of the closing on the Relinquished Property. Exchanger assumes full responsibility for closing on all Replacement Property within 180 days of the closing on the Relinquished Property. Exchanger may request advances from the Exchange Account for earnest money deposits and other expenses relating to the acquisition of the Replacement Property, but Exchanger assumes all responsibility for the same and agrees to hold QI harmless from and against any loss or damage incurred as the result of a requested disbursement. Exchanger acknowledges that he/she/it may not actually or constructively receive any of the Exchange Funds. QI is not required to inquire into the facts or circumstances of any requested disbursement from the Exchange Account. Exchanger acknowledges that after closing on the Relinquished Property the Exchange Funds, or remaining Exchange funds, may only be released in the event of one of the following:

1. Exchanger has not identified Replacement Property before the end of the 45-day Identification Period (i.e., Day 46); or
2. Exchanger has acquired all of the identified Replacement Properties to which he/she/it is entitled but has not used all Exchange Funds; or
3. Exchanger has identified Replacement Property but after the end of the Identification Period a material and substantial contingency occurs that: (a) relates to the tax-deferred exchange; (b) is provided for in writing, and (c) is beyond the control of Exchanger and of any disqualified person, other than the person obligated to transfer the Replacement Property to Exchanger; or
4. The 180-day Exchange Period has expired.

Exchanger agrees to indemnify and hold QI harmless from and against any and all liability, cost or expense incurred, including reasonable attorney's fees, resulting from QI's participation in this exchange except to the extent that such loss, cost or damage is due to QI's negligence or willful misconduct. QI shall have no liability relating to any activity or condition existing on or about the Relinquished Property or any Replacement Property.

If Exchanger is a corporation, limited liability company, trust or other entity, the person signing on behalf of such entity certifies that he/she have complete authority to act for and on behalf of the entity and she/she does hereby personally agree to the conditions and obligations set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year first above written.

Exchanger:

Date: _____

Date: _____
