

Blue Latitude 1031X LLC

113 14 72nd Road Unit 3J
Forest Hills NY 11375
F: (718) 263-7123 P: (917) 648-6888

NAME

Attn:

Date

RE:

Dear ,

We enclose to you the following for your use in the closing of the above escrow.

- a) Amendment regarding substitution of seller
- b) Amendment regarding Direct Deeding
- c) Agreement of Exchange of Real Property and Partial Escrow Instructions

After the close of escrow please forward to our office the following:

- a) Closing statement showing vesting on the closing statement to read: (i.e.)
BLUE LATITUDE 1031X, LLC. (ACCOMMODATOR)
(Enter Name) (TAXPAYER)
- b) Proceeds wired into Blue Latitude 1031X LLC -Trust account per wire instruction enclosed
- c) Please enclose copies of all signed escrow instructions and amendments, including Forms W9 & 593-C.
- d) Please have the transaction fee of \$850.00 shown on the closing statement as a separate disbursement, with check payable to BLUE LATITUDE 1031X LLC.
Kindly give us a call to let us know when and the amount of wire coming in. Should you have any questions in regard to this matter, please do not hesitate to contact the undersigned.

Sincerely,

Andrew Levine
alevine@bluelatitudeconsulting.com
Exchange Coordinator

Blue Latitude 1031X LLC

113 14 72nd Road Unit 3J
Forest Hills NY 11375
F: (718) 263-7123 P: (917) 648-6888
AGREEMENT OF EXCHANGE OF REAL
PROPERTY AND PARTIAL ESCROW
INSTRUCTION

This Agreement of Exchange of Real Estate Property and Partial Escrow Instructions (the "Exchange Agreement") is made and entered into on (DATE) by and **(Enter Name)**, hereinafter First Party, and BLUE LATITUDE 1031X LLC, a New York Limited Liability Company hereinafter BL1031X (Qualified Intermediary).

RECITALS:

This Exchange Agreement is made and entered into with reference to the following facts:

A. First Party is present fee owner of that certain real property, hereinafter First Property, which is located in the City of , County of , known as

See Legal Description

B. First Party desires to make a qualified tax deferred exchange of First Property for property or properties of like-kind, hereinafter Exchange Property, to be located in the future pursuant to and in accordance with Internal Revenue Code Section 1031.

C. BL1031X desires to acquire First Property and is willing to do so by means of such exchange with First Party.

D. Both parties understand that this agreement and all instructions delivered by any party to this escrow do not and shall not entitle First Party to control over any funds until the expiration of 180 days after the date title to First Property is transferred to BL1031X or, if earlier, the due date including extensions for First Party's federal income tax return for the taxable year in which title to First Property is transferred to BL1031X.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, First Party and BL1031X and each of them agree as follow:

1. EXCHANGE OF PROPERTY: First Party agrees to transfer and convey First Property to BL1031X in consideration of and in exchange for the transfer and conveyance by BL1031X to First Party of Exchange Property, to be located by First Party and acquired by BL1031X pursuant to paragraph 2 below. In furtherance to be deposited in escrow a grant deed or deeds, in favor of BL1031X or its nominee, executed and acknowledged by First Party, of that certain property referred to herein as First Property.

2. ACQUISITION OF EXCHANGE PROPERTY:

A. If, prior to the close of escrow for the transfer of First Property to BL1031X, First Party has located the Exchange Property acceptable for receipt in exchange for First Property, BL1031X shall acquire and thereafter transfer and convey or cause the transfer and conveyance of the Exchange Property to First Party for a concurrent transfer and conveyance by First Party of First Property to BL1031X.

Initials: _____ / _____

B. If the Party has not located the Exchange Property prior to the closing of escrow for the transfer of First Property to BL1031X, the exchange shall be completed as follow:

Within 45 days from the date of the closing of the above referenced escrow First Party shall designate the Exchange Property and arrange for the terms of acquisition with the owner or owners thereof. BL1031X shall immediately enter into a binding written contract with said owner or owners for the acquisition of said Exchange Property and shall transfer and convey or cause the transfer and conveyance thereof to First Party. In no event, however, shall BL1031X be required to make a cash payment for said Exchange Property, including all costs and expenses of such acquisition or acquisitions, in excess of the Net Exchange Value as defined in this agreement. Further, BL1031X shall not be required to assume any secured loan on the Exchange Property to be so acquired or to execute any Promissory Note or other evidence of indebtedness in connection with such acquisition or acquisitions which might impose any liability upon BL1031X for repayment of such obligation continuing after the close of escrow for the Exchange Property.

If the Net Exchange Value is greater than the total cost to First Party of acquiring the Exchange Property then BL1031X shall pay to First Party, through escrow and at the close thereof, an amount equal to the difference. If, on the other hand, the cost of the Exchange Property exceeds the Net Exchange Value, the First Party shall pay into escrow an amount in cash equal to any difference and/or shall assume (or take subject to) any indebtedness to which the Exchange Property may be subject at the time BL1031X is required under this agreement to convey Exchange Property to First Party.

3. TIME: Time is of the essence in this Exchange Agreement.

4... TERMINATION: In the event that First Party has not designated the Exchange Property within the 45th day and prior to the 75th day following the close of escrow for the transfer of First Property to BL1031X, either party shall have the right to terminate this Exchange Agreement. In the event the escrow for the acquisition of the Exchange Property has not closed on or before the 180th day following the close of escrow for the transfer of First Property to BL1031X, either party shall have the right to terminate this Exchange Agreement. Termination shall be effected by delivery of written notice, sent by first class mail or personal delivery to the addresses of the parties indicated in this agreement, and this Exchange Agreement shall terminate upon receipt of such notice. If this Exchange Agreement is so terminated, BL1031X shall within five (5) business days from the date of termination pay to First Party a sum equal to the Net Exchange Value.

5. NET EXCHANGE VALUE: The "Net Exchange Value" herein shall be the amount remaining after deducting from the exchange value of (Fill in Value)

A. All costs and proration's set forth in paragraph 6, below, to be charged by First Party;

B. The unpaid balance as of the close of escrow of any encumbrance or notes secured by First Property, including and costs BL1031X incurs in paying off said encumbrances or secured noted; and

C. The amount of commission specified in paragraph 14, below.

6. ESCROW:

Escrow Holder: The escrow company for the processing of the exchange of the First Property shall be:

Blue Latitude 1031X LLC
113 14 72nd Road Unit 3A
Forest Hills, NY 11375

Escrow No.
917-648-688

Escrow Officer- Blue Latitude
1031X LLC

7. This Exchange Agreement shall be attached to any instructions prepared for said escrow and shall be incorporated in to and form a part of such instructions. The Parties hereto, and each of them, covenant and agree to execute escrow instructions to said escrow holder consistent with the terms and provisions of this Exchange Agreement for the purpose of effecting the transfer provided herein.

Initials: _____

8. Close of Escrow: Escrow for the transfer of First Property to BL1031X shall close on or before **TBD**.
9. Payment of Costs: First Party shall pay all costs not provided for herein which shall relate to the First Property.
- 10... Transfer for Title and Possession: Title to First Property shall be transferred and conveyed and possession delivered to BL1031X upon the Close of Escrow subject to the rights of any tenants in possession.
11. Proration's: All property taxes and assessments, premiums on insurance to be retained by BL1031X, rents and interest, and any other items the parties mutually and in writing agree to in regard to First Property shall be prorated as of the close of Escrow. Any security deposits or advance rental fee deposits shall be transferred to BL1031X upon Close of Escrow.
12. Delivery of Document upon Close of Escrow: Upon Close of Escrow only an executed copy of this Exchange Agreement shall be delivered to First Party. Any and all cash and /or notes arising out of this escrow or related escrow shall be delivered to BL1031X.
13. CONDITIONS TO TITLE: Title of First Property shall be transferred to BL1031X free of all liens other than:
- A. The general lien for general and special taxes;
 - B. Encumbrances as set forth in the attached instructions; and,
 - C. Easements and restrictions of record.
14. COMMISSION: Upon the close of Escrow a commission shall be paid to the broker or brokers, if any, as designated by First Party.
15. EXCHANGE PERSONAL PROPERTY INTERESTS: As a part of the exchange of real property interest as described herein, First Party shall transfer and convey the personal property, if any, pertaining to the First Property to BL1031X in consideration of the transfer and conveyance by BL1031X of all personal property located in or at the Exchange Property to First Property. Each of these transfers is part of an integrated, interdependent, mutual and reciprocal plan intended to effectuate an exchange by First Party of like-kind personal properties pursuant to and in accordance with the provisions of Internal Revenue code Section 1031.
16. EXECUTION OF DOCUMENTS AND FURTHER DOCUMENTATION: As set forth above, BL1031X agrees to execute the purchase agreement and escrow instructions for the acquisition of the Exchange Property and the concurrent transfer thereof to First Party. In addition, both parties hereto agree to execute any and all additional documents and/or exchange instructions necessary to carry out the terms of the Exchange Agreement. The cost incurred in the preparation of any documents need to conclude this transaction shall be paid by First Party.
17. COUNTERPARTS: This Exchange Agreement may be executed in counterparts and when so executed shall have the same force and effect as if one document had been signed by all parties.
18. CONFLICT WITH PRIOR AGREEMENTS: If and to the extent that this Exchange Agreement shall conflict with any prior written or oral agreement or understanding between the parties hereto, the terms of this Exchange Agreement shall prevail (relevant to First Party's Exchange Instructions between First Party and Intermediary).
19. ATTORNEY FEES: In the event any party hereto shall institute legal action against any other party hereto to interpret or enforce this Exchange Agreement or to obtain damages for any alleged breach thereof, the prevailing party in such action shall be entitled to reasonable attorney's fees and expert's fees in addition to all other recoverable costs and damages.

Initials: _____

20. NOTICES: All notices or requests required by or made pursuant to this Exchange Agreement must be

20. NOTICES: All Notices or requests required by or payment made pursuant to the Exchange Agreement must be Delivered or mailed to the party to whom the notice or request is directed as follows:

To: BL1031X Blue Latitude 1031X LLC.
 113 14 72nd Road Unit 3J
 Forest Hills, NY 11375
 File No.

To: First Party: (Enter Name)

21. SURVIVAL: The terms of this Exchange Agreement shall survive the Close of Escrow and the delivery of the deed to the First Property to BL1031X

22. BINDING: This Exchange Agreement shall insure to the benefit of and be binding upon the parties hereto, their assigns, and successors in interest, heirs, and estates.

23. ACKNOWLEDGMENT OF INDEPENDENT RELATIONSHIP: The parties hereto hereby acknowledge that in acquiring the Exchange Property and engaging in the activities contemplated by this agreement BL1031X will at all times be acting as an independent party. In no event shall BL1031X become the agent of First Party or act as an agent of First Party will not pay BL1031X any commission or finder's fee for BL1031X's activities in acquiring the Exchange Property.

24. COVENANT OF INDEMNIFICATION: First Party intends to hold BL1031X harmless from any claim arising out of BL1031X's activities contemplated by this Exchange Agreement, except for any claims arising out of BL1031X's failure to complete the terms of the exchange in accordance with the terms of the Exchange Agreement, and, therefore, First Party agrees as follows:

- i. First Party shall and does hereby agree to hold BL1031X harmless and indemnify BL1031X from any claim, expense, tax, or assessment of any nature or kind or from any claim whatsoever, express or implied, whether sounding in tort or in contract, that may be asserted against BL1031X by any person (other than First Party), firm, corporation, governmental agency or taxing authority that may arise out of any activity related to carrying out the terms of this Exchange Agreement.
- ii. First Party agrees that it has been advised by BL1031X to obtain the advice and review by an attorney and account regarding the legal and tax implications of this Exchange Agreements and its related documentation and agreements.
- iii. First Party agrees that it has not relied upon any statement or representation made by BL1031X, its officers or its employees regarding the legal or tax implications of this Exchange Agreement and its related documentation and agreements.
- iv. First Party agrees that in the event BL1031X is required to enforce the terms of this agreement, First Party agrees to pay all costs, including reasonable attorney's Fees, and to reimburse BL1031X upon demand for an expense which it may incur as a result of the execution of this Exchange Agreement.

Initials: _____

25. SERVICE CONTRACTS: BL1031X does not assume any responsibility with respect to service or maintenance contracts, if any, which may apply to the First Property.

26. SECURITY AND INTEREST: To secure BL1031X's obligation under this Exchange Agreement, EDSI agrees to deposit an amount equal to the Net Equity Value of the First Property into an interest bearing account on the 46th day after closing of relinquished property, and to deliver to First Party concurrently herewith a security agreement granting First Party a first priority lien against the sums on deposit in this account. Said funds shall be used by BL1031X in the acquisition of the Exchange Property.

27. TRANSACTION FEE: First Party will be charged \$850.00 as transaction fee due to BL1031X for services rendered in this exchange to be paid from the relinquished property escrow.

IN WITNESS THEREOF, the parties hereto have executed this Exchange Agreement.

BLUE LATITUDE 1031X LLC.:

Date

Andrew Levine

TAXPAYER(s):

Date: _____

By: _____
(Enter Name)

Blue Latitude 1031X LLC

113 14 72nd Road Unit 3A

Forest Hills NY 11375

F: 7182637123 P: 9176486888

AMENDMENT TO ESCROW INSTRUCTIONS Direct Deeding Instructions

Escrow No.
Exchange No.

Date:

RE:
TO:

My previous instructions in the above numbered escrow are hereby amended and/or supplement in the following particulars only:

Escrow Instruction dated and any subsequent modifications thereto, as well as any purchase contracts and/or agreements, are hereby modified and amended in the following particulars:

1. (Enter Name) the "Exchanger" hereby wishes to dispose of the real property commonly known as _____ to as Parcel A, in an Exchange that qualifies as a Tax-Deferred Exchange under Internal Revenue Code Section 1031. To effect said Exchange with the acquisition of the real property, which Exchanger has identified or will identify with BLUE LATITUDE 1031X LLC., a New York Limited Liability Company, (hereinafter referred to as BL1031X), and the Exchanger's designated Intermediary.

2. The Exchanger hereby assigns to BL1031X, the Exchanger's rights and interest in this escrow and the purchase contract for purposes of accomplishing this exchange and BL1031X is hereby substituted as the "seller" in place of the Exchanger. The use of the term "seller" herein and elsewhere is for convenience and reference purposes only and not a reflection that the transaction is sale instead of any exchange.

3. BL1031X acquires certain incidents of ownership and contractual rights in the subject property from the Exchanger. BL1031X shall exercise its incidents of ownership and contractual rights to cause the Exchanger to transfer legal title to the Buyer as directed by BL1031X.

4. BL1031X directs that:

Escrow shall prepare a Grant Deed from the Exchanger to the Buyer who has designated vesting as follows:

(Enter Name)

Said Grant Deed shall be held by Escrow for the benefit of and under the direction of BL1031X until satisfaction of the terms and conditions of the Escrow as amended herein at which time Escrow shall cause the deed to be recorded.

5. All parties acknowledge and agree that the direct deeding of the property, as described herein, is being accomplished in order to reduce the documentary transfer tax and liability to BL1031X and is not inconsistent with the Exchanger's intent to accomplish an exchange transaction.

6. Each party to this escrow understands and agrees that BL1031X is acting only as an Intermediary to facilitate and Exchange and will participate in the transaction as an accommodation to the Exchanger. It is mutually agreed by each party to this escrow that no liability is incurred by or is attached to BL1031X by reason of its being a party to this transaction. The parties, in entering into this amendment, acknowledge that they are not relying on any representation of BL1031X, its agents, employees; officers or counsel other than as made by BL1031X and set forth in writing in this amendment or in the Exchange Agreement.

7. Each party to this transaction releases BL1031X from and against any and all claims, demands, losses, damages, expenses or liabilities including costs and attorney's otherwise related to this transaction or the property.

8. The Exchanger shall be and remain responsible and liable to Buyers for the performance of each warranty and obligation, if any, that Exchanger has made with respect to Buyer's acquisition of the property and buyer shall look solely to the Exchanger for the foregoing. All parties acknowledge that BL1031X makes no representations or warranties, regarding the property or this transaction. Each party to this escrow represents to BL1031X that to the best of their knowledge the property does not contain any asbestos or other hazardous or toxic waste material, substances or conditions.

9. Escrow is hereby instructed to disburse and deliver funds and proceeds due seller, upon close of this escrow, by check made payable to BLUE LATITUDE 1031X LLC to be held, pursuant to the Agreement to Exchange Real Property. Any funds received after the close of escrow due Sellers shall likewise be paid and forwarded to BL1031X.

10. Escrow is instructed to name BLUE LATITUDE 1031X LLC as the Substituted Seller on the Closing Statement and forward copies to the Exchanger and to BLUE LATITUDE 1031X LLC. Escrow is further instructed to return a copy of this Escrow Amendment, fully signed by all parties to BL1031X prior to the close of escrow as well as a copy of the Deed from Exchanger to Buyer.

TAXPAYER(S)/EXCHANGER(S):

BUYER(S):

(Enter Name)

(Enter Name)

**BLUE LATITUDE 1031X
LLC.**

Andrew Levine

Blue Latitude 1031X LLC

113 14 72nd Road Unit 3J

Forest Hills NY 11375

F: (718) 263-7123 P: (917) 648-6888

(Enter Name)

RE:

Date:

Exchange No:

Dear ,

We wish to thank you for selecting BLUE LATITUDE 1031X LLC to assist you in completing your delayed (Starker) exchange. Please review the enclosed agreements prior to the closing, and if any questions, please give us a call. These are your copies for review and the original agreements are to be signed and returned to our office.

After the closing of our transaction, the cash received by BLUE LATITUDE 1031X LLC will be carried on our books as a "NET EXCHANGE VALUE." When you have found an acceptable exchange property, we will acquire that property at a price designated by you. UNDER THE NEW TAX PROVISIONS IT WILL BE NECESSARY TO DESIGNATE THE PROPERTY WHICH YOU WISH TO ACQUIRE WITHIN 45 DAYS AFTER THE DATE OF CLOSING FOR THE ABOVE REFERENCED PROPERTY. Our attorneys advise that a binding contract for this designated property be signed before the 45th day. Any agreement to acquire the replacement property should provide for closing before 180 days or prior to filing of your tax return (whichever is earlier from the date of closing for the above referenced property).

To complete the closing of the designated property, we will deposit the amount required for closing up to the amount of the NET EXCHANGE VALUE from this transaction. Any excess credit will be refunded to you unless you wish to acquire other property with the remaining balance. In the event that we do not hold sufficient NET EXCHANGE VALUE credits to acquire the designated property, then you will need to add the necessary amount of cash to close that transaction. You will be charged through the relinquished escrow an \$850.00 Transaction Fee due our firm for this exchange.

We welcome the opportunity to answer any questions that you may have concerning this transaction. Thank you again for allowing BLUE LATITUDE 1031X LLC to be of service to you.

Sincerely

Andrew Levine

alevine@bluelatitudeconsulting.com

Exchange Coordinator

Blue Latitude 1031X LLC

113 14 72nd Road Unit 3A
Forest Hills NY 11375
F: 7182637123 P: 9176486888

AMENDMENT TO ESCROW INSTRUCTIONS SUB OF SELLER

Escrow No.
Exchange No.

Date: October 4, 2016

RE:
TO:

My previous instructions in the above numbered escrow are hereby amended and/or supplement in the following particulars only:

Escrow instructions dated are hereby amended by substituting **Blue Latitude 1031X LLC, a New York Limited Liability Company**, as seller(s) in lieu and instead of **(Enter Name)**, you are authorized and instructed to treat said substituted sellers as sellers in lieu of said original seller above mentioned. The Substituted Seller, by joining in these instructions, shall be deemed to be a party to said contract by all intents and purposes as though it had executed said original instructions of and as further amended.

Buyers herein understand that the Substituted Sellers are acting as principal in this transaction for the purposes of accommodating the original sellers herein being substituted in effectuating exchanges of their respective interest in said property for other property of like kind, which will qualify under Section 1031 of the Internal Revenue Code as a Tax-deferred exchange.

With respect to warranties or guarantees regarding said property, whether expressed or implied, the buyers herein agree to look to the original owners for relied thereof, and to hold said Substituted Seller and **Blue Latitude 1031X LLC**, and escrow holder harmless from such liability and responsibility therefrom. Substituted Sellers herein hereby assigns to Buyers any and all rights or causes of action, which it may acquire in the acquisition of the subject property.

BUYERS AND SELLERS ARE AWARE THAT BLUE LATITUDE 1031X LLC. IS ACTING AS AN ACCOMMODATOR/INTERMEDIARY ONLY? ALL OTHER TERMS AND CONDITIONS TO REMAIN UNCHANGED. END OF AMENDMENT.

EACH OF THE UNDERSIGNED STATES THAT HE HAS READ THE FOREGOING INSTRUCTIONS AND UNDERSTANDS THEM AND DOES HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THESE INSTRUCTIONS.

TAXPAYER(S)/EXCHANGER(S):

BUYER(S):

(Enter Name)

(Enter Name)

**BLUE LATITUDE 1031X
LLC**

Andrew Levine

Blue Latitude 1031X LLC

113 14 72nd Road Unit 3J

Forest Hills NY 11375

F: (718) 263-7123 P: (917) 648-6888

WIRE INSTRUCTIONS

WIRE TO:

**TD Bank NA
2 Wall Street
New York, NY 10005**

PAYABLE TO: ACCOUNT	Blue Latitude 1031X LLC
NUMBER: ROUTING	026013673
NUMBER: CREDIT TO	4328076066
ESCROW NO: AMOUNT:	

\$