

 Advocus National Title Insurance Company®
1031 EXCHANGE MANAGED SERVICE FACILITATOR AGREEMENT

This 1031 Exchange Managed Service Facilitator Agreement ("Agreement") is made and entered into as of the Date set forth below, by and between the undersigned Exchanger and Advocus National Title Insurance Company, an Illinois corporation ("Advocus" or "Managed Service Facilitator"). In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Exchanger and Managed Service Facilitator agree as follows:

1. Exchanger is the owner of record of the property commonly known as:

Address

City, State, Zip

("Relinquished Property").

2. Exchanger intends to engage Advocus National 1031 Exchange, LLC, a Colorado limited liability company ("Qualified Intermediary") to act as a qualified intermediary, as defined in Treasury Regulations Section 1.1031(k)-1(g)(4), with respect to a 1031 Exchange involving the Relinquished Property ("Exchange").
3. Advocus, as Managed Service Facilitator, will assist Exchanger with its interactions with Qualified Intermediary, will gather Information and Supporting Documents required to process the Exchange, and will assist Exchanger with completion of the Customer Exchange Information Form (Advocus Form 4307).
4. Exchanger and Advocus hereby agree that Advocus will act as Managed Service Facilitator with respect to the Exchange, and Exchanger authorizes Managed Service Facilitator to refer the Exchange to the Exchange Operations Team of the Qualified Intermediary.
5. Exchanger will email the Information and Supporting Documents, including but not limited to the Customer Exchange Information Form, to Advocus1031Exchanges@advocustitle.com.
6. Exchanger understands and agrees that Managed Service Facilitator will be gathering information from Exchanger for the sole purpose of referring Exchanger to Qualified Intermediary for qualified intermediary services and will not be rendering any legal advice, legal services, financial advice, or financial services to Exchanger or any other party in connection with its service as Managed Service Facilitator.
7. **Authorization to Release Information.** Exchanger authorizes Managed Service Facilitator, and its agents, employees, or representatives, to release to Qualified Intermediary any Information and Supporting Documents received from Exchanger ("Authorization"). The Authorization is effective on the date signed below and will remain in effect unless otherwise revoked by Exchanger in writing. Exchanger understands that Exchanger has the legal right to revoke this Authorization by writing to Managed Service Facilitator. If Managed Service Facilitator has already acted in reliance on this Authorization, Exchanger's revocation will not apply to that action or transaction. The potential exists that a recipient of non-public personal information might re-disclose information used or disclosed pursuant to this Authorization, in which case privacy laws may no longer protect it. The Information and Supporting Documents released to Managed Service Facilitator will only be used to refer Exchanger's 1031 exchange to Qualified Intermediary with respect to the Relinquished Property. See Advocus Privacy Policy Notice (Form 3037), which is available upon request.
8. **Indemnification.** Exchanger, on behalf of itself, its agents, representatives, heirs, executors, administrators, successors, and assigns, hereby releases and holds the Managed Service Facilitator, its agents, employees, representatives, successors, and assigns harmless from and against any and all losses, liabilities, claims, known or unknown, present or future, actions and expenses, including reasonable attorneys' fees and costs, that may result from Managed Service Facilitator's release of Exchanger's information and Supporting Documents to Qualified Intermediary, use of the Software, and any errors and/or omissions contained in the Information and Supporting Documents provided by Exchanger to Managed Service Facilitator.
9. Exchanger understands that a 1031 exchange may have implications that would require the legal advice and counsel of a lawyer and that Exchanger should consult a lawyer for legal advice and counsel regarding the Exchange.
10. Exchanger understands that a 1031 exchange may have implications on Exchanger's federal tax liability and that Exchanger should consult the Qualified Intermediary, the IRS, or a tax accountant of Exchanger's choosing for additional information and counsel regarding the Exchange.
11. Exchanger understands and agrees that Managed Service Facilitator will receive a portion of the Exchange Fee and will also receive a portion of the interest, if any, accrued on the investment of the proceeds of the sale of the Relinquished Property.
12. A copy of this Agreement is as valid as the original.
13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken collectively, shall be deemed a single instrument; provided, that this Agreement shall not be enforceable against any party hereto unless all parties hereto have executed at least one (1) counterpart.

14. **Definitions.** In this Agreement, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. **Exchanger.** Exchanger is the federal tax owner of the Relinquished Property and desires to exchange the Relinquished Property for the Replacement Property to qualify for nonrecognition treatment under Section 1031 of the Code.
- b. **Information and Supporting Documents.** Includes, without limitation, a Customer Exchange Information Form containing the titleholder(s) name(s), taxpayer(s) name(s), if different from titleholder(s), SSN or EIN for taxpayer(s), contact information for all authorized signer(s), Relinquished Property information, closing date, closing agent contact information, sales contract(s), title commitment(s), operating agreements, corporate signing resolutions, trust documents, partnership agreements, and any other information and documents as may be required to refer the Exchange to Qualified Intermediary with respect to the Relinquished Property.
- c. **Managed Service Facilitator.** A business entity that is in the business of gathering information from persons or other entities regarding Section 1031 exchange matters for the sole purpose of referring Exchanger to Qualified Intermediary pursuant to a written Managed Service Facilitator Recognition Agreement. For further particulars, see the Managed Service Facilitator Recognition Agreement executed by and between Qualified Intermediary and Managed Service Facilitator, a copy of which is available upon Exchanger's request.
- d. **Relinquished Property.** Those certain items of real property, within the meaning of Treasury Regulations Section 1.1031(a)-(3), described in the Relinquished Property Contract and qualifying as "relinquished property" within the meaning of Treasury Regulations Section 1.1031(k)-1(a).
- e. **Replacement Property.** Those certain items of real property, within the meaning of Treasury Regulations Section 1.1031(a)-(3), qualifying as "replacement property" within the meaning of Treasury Regulations Section 1.1031(k)-1(a) and either: (a) received by Exchanger within the Designation Period in accordance with Treasury Regulations Section 1.1031(k)-1(c)(1), or (b) acquired within the Exchange Period. The definition of "Replacement Property" shall not include property, the identification of which has been revoked by Exchanger in accordance with Treasury Regulations Section 1.1031(k)-1(c)(6).
- f. **Software.** Exchange Manager ProSM Platform, the online IRC § 1031 QI workflow and proprietary document management software licensed by Qualified Intermediary for use in processing exchanges. Access to same is provided by Qualified Intermediary to Exchanger, together with all corrections, improvements, modifications, updates, and new releases thereof as may become available, which will be accessible by Exchanger via <https://www.exchangemanager.com> or such other designated website or IP address as provided by Qualified Intermediary. Access to the Software will also be provided to Managed Service Facilitator for the limited purpose of entering and/or uploading Exchanger Information and Supporting Documents into the Software.

Date: _____

EXCHANGER:

_____	Signature
_____	Name (Print)
_____	Title (If Applicable)
_____	Address
_____	City, State, Zip
_____	Daytime Phone
_____	Email

_____	Signature
_____	Name (Print)
_____	Title (If Applicable)
_____	Address
_____	City, State, Zip
_____	Daytime Phone
_____	Email

MANAGED SERVICE FACILITATOR:

 **Advocus** National Title Insurance Company®

By: _____
Authorized Signatory

Advocus National Title Insurance Company
One South Wacker Drive, Suite 2400
Chicago, Illinois 60606-4654

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