**REVERSE EXCHANGE SETTLEMENT STATEMENT**

**Exchangor**: #Matter.Client Vesting#

**Titleholder**: #Matter.REV - EAT Entity Name#

**Titleholder Parent**: Peak 1031 EAT, LLC, a California limited liability company

**Qualified Intermediary**: (“QI”): Peak 1031 Exchange, Inc. a California corporation

**Parked Replacement Property**: #Matter.Rep 1 Property Address#

**Relinquished Property**: #Matter.Rel Property Address#

This Settlement Statement entered into as of #Matter.REV - EAT Acquisition Date# memorializes the transfer of consideration agreed to by the parties with respect to the above-described like-kind exchange transaction.

**I. BACKGROUND**

A. Prior QEAA Closing. On #Matter.REV - QEAA Drafted On#, Titleholder entered into a Qualified Exchange Accommodation Agreement with Exchangor (the “QEA Agreement”). Also, on #Matter.REV - EAT Acquisition Date# and pursuant to the QEA Agreement, Titleholder acquired legal title to certain real property, together with improvements located at **#Matter.Rep 1 Property Address#** (the “Parked Property”). Titleholder paid the purchase price for the acquisition of the Parked Property through a loan in the amount of **#Matter.REV - RP Note Amount#** under the “Exchangor Note” (such term being used herein as defined in the QEA Agreement).

B. Prior QI Closing. Pursuant to an Exchange Agreement between Exchangor and the QI dated #Matter.Exchange Agreement Drafted On# (the “QI Exchange Agreement”), Exchangor engaged the QI to conduct a deferred like-kind exchange of properties, and the QI acquired a certain “Relinquished Property” (as defined in the QI Exchange Agreement) located at **#Matter.Rel Property Address#** and caused the transfer of the Relinquished Property to a Buyer, as defined in the QI Exchange Agreement.

1. Pursuant to the QI Exchange Agreement, the QI received a balance of funds in the amount of **#Matter.REV - Post Fee Proceeds#** after taking its fee provided for in theQI Exchange Agreement (the “Exchange Funds”) for the purpose of acquiring certain like-kind “Replacement Property” (as defined in the QI Exchange Agreement). The Exchangor has identified the Parked Property held by Titleholder as Replacement Property.

2. The QEA Agreement contemplates that the Exchangor will acquire 100% of the membership interests in Titleholder (“the LLC Interests”) from Titleholder Parent for a purchase price of **#Matter.REV - EAT Note Amount#** (the “QEAA Closing Consideration”).

**II. FUNDS TRANSFERS AT CLOSING**

A. Application of Exchange Funds and Repayment of Loan. At the direction of Exchangor, and pursuant to that certain ASSIGNMENT OF QUALIFIED EXCHANGE ACCOMMODATION AGREEMENT of even date herewith (the “QEAA Assignment”), the QI shall acquire the LLC Interests from Titleholder Parent, transfer the LLC Interests to the Exchangor without taking direct ownership of them and funds shall be transferred and applied as follows:

1. Pursuant to the QEAA Assignment, the QI is obligated to disburse the Exchange Funds to Titleholder Parent as partial consideration for the purchase of the LLC Interests, leaving a balance due to Titleholder Parent of #Matter.REV - Debt Offset Amount#.

2. Titleholder Parent will in turn immediately remit the Exchange Funds it received to the Exchangor as partial repayment of the Exchangor Note, leaving a balance due to Exchangor of #Matter.REV - Debt Offset Amount#.

3. Upon transfer of the LLC Interests to Exchangor, the QI, in lieu of disbursing the Exchange Funds directly to Titleholder or Titleholder Parent, is hereby authorized and directed by Titleholder Parent and Titleholder to disburse the Exchange Funds directly to Exchangor to be applied to the repayment of the obligation of the Titleholder under the Exchangor Note.

4. The Exchangor shall pay the balance of the QEAA Closing Consideration in the amount of #Matter.REV - Debt Offset Amount# by a Debt Offset in the amount of #Matter.REV - Debt Offset Amount#.

5. Exchangor will mark the original Exchangor Note “Paid in Full” and send it to Titleholder Parent.

**III. POST-CLOSING MATTERS**

A. Titleholder Parent Tax Reporting. Titleholder Parent shall complete federal income tax returns reflecting Titleholder’s ownership of the Parked Property for the period #Matter.REV - EAT Acquisition Date# through the date hereof. Titleholder Parent will report that the Parked Property was transferred to the Exchangor at a value of #Matter.REV - EAT Note Amount#.

B. Exchangor Tax Reporting. The acquisition of the Parked Property by the Exchangor was effective as of #Matter.REV - Completion Date#. The Titleholder acquired the Parked Property on #Matter.REV - EAT Acquisition Date#, resulting in identification deadline for the Relinquished Property falling the date 45 days thereafter. The identification requirement was satisfied on #Matter.REV - QEAA Drafted On# as evidenced by the use of the 3-Property Rule as described in the QEAA. Prior to the date of the conveyance of ownership of the Parked Property to the Exchangor, the Exchangor may not claim depreciation of the Parked Property.

C. Return of Note. Exchangor shall return the Exchangor Note to Titleholder Parent duly marked as "Paid in Full”. Exchangor also hereby acknowledges payment in full of the Exchanger Note by signing this Settlement Statement.

**IN WITNESS WHEREOF**, Exchangor, Titleholder, Titleholder Parent, and the QI each has caused this Settlement Statement to be duly executed pursuant to proper authorization as of the day and year first above written.

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| **EXCHANGOR:**  #Matter.Client Vesting#  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: #Contact.FirstName# #Contact.LastName#  Its: #Matter.Client 1 Signatory Title# | Exchangor Address:  #Contact.Street1#  #Contact.City#, #Contact.ProvinceState# #Contact.ZipPostalCode# |
| **QUALIFIED INTERMEDIARY:**  Peak 1031 Exchange, Inc., a California corporation  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Eli Tene  Its: President | QI Address:  5900 Canoga Avenue, Suite 360  Woodland Hills, CA 91367 |

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| **TITLEHOLDER:**  #Matter.REV - EAT Entity Name#  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: #Contact.FirstName# #Contact.LastName#  Its: Manager | Titleholder Address:  #Contact.Street1#  #Contact.City#, #Contact.ProvinceState# #Contact.ZipPostalCode# |
| **TITLEHOLDER PARENT:**  Peak 1031 EAT, LLC, a California limited liability company  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Eli Tene  Its: Manager | Titleholder Parent Address:  5900 Canoga Avenue, Suite 360  Woodland Hills, CA 91367 |