AMENDMENT TO ESCROW INSTRUCTIONS

Direct Deeding Instructions

## Escrow No. {{r\_escrow\_number\_capitalized}} Date:{{ date\_of\_opening\_exchange}}

## Exchange No. {{exchange\_file\_number}}

**RE: {{relinquished\_property\_street}}+{{relinquished\_property\_city\_state\_zip}}**

**TO:{{relinquished\_escrow\_company\_capitalized}} {{relinquished\_escrow\_officer}}, Escrow Officer**

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

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

1. **{{full\_taxpayer\_name\_capitalized}},** “Exchanger" hereby wishes to dispose of the real property commonly known as **{{relinquished\_property\_street}}+{{relinquished\_property\_city\_state\_zip}}** and referred toas Parcel A, in an Exchange that qualifies as a Tax-Deferred Exchange under Internal Revenue Code Section 1031 and California Revenue and Taxation Code Section 18081. To effect said Exchange with the acquisition of the real property, which Exchanger has identified or will identify with **EPIC DEED SERVICE CORP**, a Nevada Corporation, (hereinafter referred to as **EDSC**), the Exchanger's designated Intermediary.

2. The Exchanger hereby assigns to **EDSC**, the Exchanger's rights and interest in this escrow and the purchase contract for purposes of accomplishing this exchange and **EDSC** 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. **EDSC** acquires certain incidents of ownership and contractual rights in the subject property from the Exchanger. **EDSC** shall exercise its incidents of ownership and contractual rights to cause the Exchanger to transfer legal title to the Buyer as directed by **EDSC**.

4. **EDSC** directs that:

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

### {{relinquished\_buyer\_names\_capitalized}} (COMPLETE VESTING TO FOLLOW BY BUYERS)

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

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

6. Each party to this escrow understands and agrees that **EDSC** is acting only as an Intermediary to facilitate the 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 **EDSC** by reason of its being a party to this transaction. By entering into this amendment, the parties acknowledge that they are not relying on any representation of **EDSC**, its agents, employees, officers or counsel other than as made by **EDSC** and set forth in writing in this amendment or in the Exchange Agreement.

7. Each party to this transaction releases **EDSC** from and against any and all claims, demands, losses, damages, expenses or liabilities including costs and attorneys’ fees 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 **EDSC** makes no representations or warranties, regarding the property or this transaction. Each party to this escrow represents to **EDSC** 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 to seller upon close of this escrow, by check made payable to EPIC DEED SERVICE, CORP. to be held pursuant to the Agreement to Exchange Real Property. Any funds received after the close of escrow due to seller shall likewise be paid and forwarded to **EDSC**.

10. Escrow is instructed to name **EPIC DEED SERVICE CORP**. as the Substituted Seller on the Closing Statement and forward copies to the Exchanger and to **EPIC DEED SERVICE CORP**. Escrow is further instructed to return a copy of this Escrow Amendment, fully signed by all parties to **EDSC** prior to the close of escrow as well as a copy of the Deed from Exchanger to Buyer.

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| **TAXPAYER(S)/EXCHANGER(S):**  **{{entity}}**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  {{taxpayer\_name}}{{title}} | **BUYER(S):**  **{{relinquished\_buyer\_entity\_capitalized}}**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  {{relinquished\_buyer\_names}}{r\_b\_title}} |
| **ACCOMMODATOR / QUALIFIED INTERMEDIARY**  **EPIC DEED SERVICE CORP.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mary Quan, Exchange Coordinator |  |