

**SUGGESTED LANGUAGE TO INCLUDE IN  
EXCHANGOR'S CONTRACT WITH A PURCHASER  
OF THE RELINQUISHED PROPERTY**



Old Second Bancorp, Inc.  
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**Notice: Pursuant to IRC Regulations Sec. 1.1031(k)-1(g)(4)(v), a qualified intermediary is treated as entering into an agreement for the acquisition and transferring of the relinquished property if the rights to any such agreement are assigned to the qualified intermediary and all parties to that agreement are notified in writing of the assignment on or before the date of the relevant transfer of the property. It is recommended that the following paragraph be considered for inclusion in the contract with a purchaser of the relinquished property.**

The parties acknowledge that the Seller, as an exchangor, intends to comply with Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, in connection with the sale of the property which is the subject of this contract. Seller represents that it intends to assign this contract and its rights hereunder to any qualified intermediary participating with the Seller in such exchange as contemplated by the above-referenced Code and Regulations. The Purchaser hereunder agrees to acknowledge and accept the assignment, and further acknowledges that any such qualified intermediary shall have no personal liability to the Purchaser, and that the Purchaser shall not have any recourse against the qualified intermediary or any of its assets on account of any breach or default hereunder or under any other related documents. Notwithstanding the above, the Seller hereunder acknowledges that there shall be no diminution of the Purchaser's rights or remedies, and no increase of the Purchaser's liabilities or obligations, on account of this assignment, and that the Seller hereunder shall continue to be liable for all obligations imposed upon the Seller under this contract or any other related document executed by the Seller. Purchaser agrees that it will not assign its rights and obligations hereunder to any third party.

**\*\*This form is being provided as a suggested format only. Exchangor acknowledges that Old Second National Bank, in its capacity as Qualified Intermediary, is not acting as legal counsel or advisor, and that the Exchangor must rely on his or her own legal counsel for appropriate legal guidance.**