

ASSIGNMENT ACCEPTANCE AND NOTICE REPLACEMENT PROPERTY CONTRACT

NOTICE: Pursuant to IRC Regulations Sec. 1.1031(k)-1(g)(4)(v), this document must be completed on or before the date of the transfer of the replacement property.

ASSIGNMENT: Account No. _____
Date: _____

For Value received, I, _____, Exchangor, hereby transfer, set over and assign all my right, title and interest (but not my obligations) in and to a certain _____ ("Contract"), a copy of which is attached hereto, for the acquisition of the property located at _____, (the "Replacement Property") to Old Second National Bank (the "Qualified Intermediary"), under an Exchange Agreement dated _____, AD _____, between the Exchangor and the Qualified Intermediary.

EXCHANGOR

ACCEPTANCE: Old Second National Bank, as Qualified Intermediary, hereby accepts this Assignment of Exchangor's right, title and interest (but not Exchangor's obligations) in the Contract for the acquisition of the Replacement Property this _____ day of _____, AD _____.

OLD SECOND NATIONAL BANK,
not individually, but solely as Qualified Intermediary

By: _____

Its: _____

NOTICE TO SELLER: Notice is hereby given that all of Exchangor's right, title and interest (but not Exchangor's obligations) in and to the Contract have been assigned to Old Second National Bank, not individually, but as Qualified Intermediary, under an Exchange Agreement between Exchangor and the Qualified Intermediary. By your signature hereon, you hereby acknowledge and consent to such assignment. It is acknowledged and agreed by the Exchangor that your consent will in no way release or modify any of the Exchangor's obligations to you which are set forth in the Contract. You further acknowledge and agree that the Qualified Intermediary's liability to you for any alleged breach are limited to the forfeiture of the earnest money previously deposited with you, or your agents.

Receipt acknowledged:

SELLER

DATE

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