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EXCHANGE AGREEMENT NO. _____

This Agreement is entered into this _____ day of _____, 20____, by and between _____, hereinafter referred to as "Exchangor", and FIRST MIDWEST BANK, hereinafter referred to as "Intermediary".

WHEREAS, Exchangor owns that real property, hereinafter referred to as "Relinquished Property", described in Exhibit "A" attached hereto and hereby incorporated by reference herein; and

WHEREAS, Exchangor desires only to exchange the Relinquished Property for like-kind property, hereinafter referred to as "Replacement Property", in such a way as to qualify for tax-deferred treatment under Internal Revenue Code Section 1031 and similar state statutes; and

WHEREAS, Exchangor has been unable to find suitable Replacement Property for accomplishing said tax-deferred exchange; and

WHEREAS, Exchangor, with a continued intent to complete a tax-deferred exchange pursuant to Internal Revenue Code Section 1031, is willing to assign the Real Estate Sale Contract for the Relinquished Property to the Intermediary, so that the Intermediary shall be the seller of the Relinquished Property in order to allow for the closing of the sale of the Relinquished Property pending the location of suitable Replacement Property as specified herein; and

WHEREAS, Intermediary is willing to act as a "qualified intermediary", as that term is defined in Treasury Regulations Section 1.1031(k)-1(g)(4), in connection with Exchangor's tax-deferred exchange; and

WHEREAS, Intermediary is willing to accept the assignment of the Real Estate Sale Contract for the Relinquished Property and to hold the proceeds from the sale of the Relinquished Property as set forth herein and to utilize the same in securing, acquiring and transferring to Exchangor suitable Replacement Property to complete the tax-deferred exchange according to the terms and conditions as set forth herein;

THEREFORE, the parties hereto agree as follows:

1. Subject to and conditioned upon the close of the sale of the Relinquished Property and otherwise subject to and upon the terms and conditions set forth in this Agreement, including the authority for direct deeding contained in Paragraph 13 hereof. Intermediary hereby agrees to acquire the Relinquished Property from Exchangor, to transfer the Relinquished Property to the Purchaser thereof, to acquire the Replacement Property from the Seller thereof and to transfer the Replacement Property to Exchangor. Each of the above transfers is part of an integrated interdependent, mutual and reciprocal plan intended to effectuate a tax-deferred exchange by Exchangor of like-kind properties pursuant to and in accordance with the provision of Internal Revenue Code Section 1031, as now or hereafter amended and the Regulations thereunder.

2. Exchangor shall transfer all of Exchangor's rights in and to the Relinquished Property, under the provisions of Paragraph 13 hereof authorizing direct deeding, by delivery at the time of closing of the sale of the Relinquished Property of a deed conveying the Relinquished Property to the Purchaser. Exchangor shall in this event also execute and deliver to Intermediary and Purchaser, on or before the closing of the sale of the Relinquished Property, an Assignment of Real Estate Sale Contract for the Relinquished Property, assigning Exchangor's rights and benefits thereunder to Intermediary.

3. In order to account for and monitor the Exchange Value in respect to the Relinquished Property, Intermediary agrees to establish an exchange account concerning this transaction in Intermediary's books and records in favor of Exchangor (hereinafter referred to as the "Exchange Account"). The opening entry for the Exchange Account shall be the Exchange Value with respect to the Relinquished Property as determined under Paragraph 4 below. Thereafter, the balance in the Exchange Account shall be reduced from time to time by (i) Intermediary's fees and costs, (ii) the Exchange Value with respect to each Replacement Property (i.e., all amounts expended by Intermediary in connection with the acquisition of each Replacement Property, as determined under Paragraph 5 below), and (iii) any other payments made or costs or expenses incurred by Intermediary for which Exchangor is obligated or responsible under this Agreement. The balance of the Exchange Value remaining in the Exchange Account also shall be increased in accordance with Paragraph 16 below. Intermediary shall provide Exchangor with an accounting of the Exchange Value in the Exchange Account as soon after the 180th day (or closing of the final Replacement Property if sooner) as is practical. In preparing the accounting, Intermediary shall be relying upon information and settlement statements supplied by third-parties and Exchangor hereby releases Intermediary from any liability whatsoever in connection with such reliance.

4. In respect to the Relinquished Property, "Exchange Value" shall mean the total consideration received by Intermediary from the closing of the sale of the Relinquished Property. All real estate commissions, prorations of income and expenses (including rents, interest on encumbrances, real estate taxes, etc.), closing costs, title insurance premiums, escrow fees, survey charges, attorneys' fees, transfer taxes and any other amounts otherwise chargeable to Exchangor as seller of the Relinquished Property shall be charged to Intermediary and shall reduce the Exchange Value of the Relinquished Property.

5. In respect the Replacement Property, "Exchange Value" shall mean the total costs and expenses incurred by Intermediary, in accordance with the provisions of this Agreement in connection with the acquisition and conveyance thereof to Exchangor, including, without limitation, the aggregate amount of all deposits and expenditures by Intermediary in respect to the purchase price, real estate

commissions, prorations of income and expenses (including rents, interest on encumbrances, real estate taxes, etc.), closing costs, title insurance premiums, escrow fees, survey charges, attorneys' fees, transfer taxes and other amounts otherwise chargeable to Intermediary in connection with the acquisition and conveyance of the Replacement Property to Exchangor, but excluding any existing mortgage, trust deed or other secured loans which may be assumed or taken subject to by Exchangor.

6. At the time of the closing of the sale of the Relinquished Property, the proceeds from the sale of the Relinquished Property, shall be paid directly to Intermediary and be held by Intermediary pursuant to the terms of this Agreement.

7. Intermediary is instructed to invest said funds in the money market fund approved for First Midwest Wealth Management custodial accounts until such time as the proceeds and any accrued interest are to be used pursuant to the terms of this agreement. The money market fund is not a deposit account in First Midwest Bank and therefore is not FDIC insured. There is no guarantee that the money market fund will maintain its value. Intermediary may also receive shareholder servicing fees (Rule 12(b)-1 fees) from the money market fund and will not reduce the overall compensation of the Intermediary by reason of the investment of Exchangor's assets in any such fund.

8. In no event shall Intermediary be required to make a cash payment for Replacement Property, including all costs and expenses of said purchase, in excess of the funds held by the Intermediary in the Exchange Account.

9. In the event additional cash is necessary to acquire the Replacement Property, said amount (i) shall be advanced by Exchangor to Intermediary; (ii) shall be used by Intermediary to acquire the Replacement Property; (iii) shall be considered an interest-free loan from Exchangor to Intermediary (fully satisfied upon the conveyance of the Replacement Property to Exchangor); and (iv) in the event the Replacement Property is not conveyed to Exchangor, shall be repaid by Intermediary to Exchangor, upon the written demand of Exchangor.

10. For purposes of this Agreement:

a. The period between the "Conveyance Date" and midnight of the 45th day thereafter is defined as the "Identification Period"; and

b. The period between the "Conveyance Date" and midnight of the earlier of the 180th day thereafter or the due date (including extensions) of the taxpayer's tax return for the taxable year in which the transfer of the Relinquished Property occurs is defined as the "Exchange Period".

11. Within 45 days after the transfer of the Relinquished Property, hereinafter referred to as the "Conveyance Date", Exchangor shall by written notice to Intermediary identify Replacement Property anywhere in the United States. Such notice from Exchangor shall unambiguously identify the Replacement Property by street address or legal description. Thereafter Intermediary shall undertake to acquire the Replacement Property upon such terms or pursuant to such agreement as Exchangor has negotiated with the Seller of such Replacement Property. Provided, however, that Intermediary shall incur no liability to Exchangor hereunder if efforts to purchase Replacement Property on the terms and conditions specified by Exchangor shall be unsuccessful. All agreements to purchase shall be assigned to Intermediary. The Replacement Property shall be conveyed by direct deed from the Seller to Exchangor.

12. The Intermediary shall not be required to make any warranties or representations regarding the Relinquished Property which are not guaranteed by Exchangor. Further, the Intermediary shall not be required to make any warranties or representations regarding the Replacement Property which would survive as to the Intermediary following conveyance of the Replacement Property.

13. To the extent permitted by Internal Revenue Code Section 1031 and the Regulations promulgated thereunder, legal title to the Relinquished Property shall be conveyed directly from the Exchangor to Purchaser, and legal title for the Replacement Property shall be conveyed directly from the Seller to Exchangor. The means for accomplishing such direct deeding shall require the execution of an assignment of the Real Estate Sale Agreement between the Exchangor and the Intermediary for the Relinquished Property, and a separate assignment of the Real Estate Purchase Agreement between the Exchangor and the Intermediary for the Replacement Property.

14. Exchangor acknowledges and agrees that:

a. The Intermediary shall not be required to assume any secured loan on any Replacement Property or to execute any promissory notes or other evidence of indebtedness in connection with such acquisitions which would impose any personal liability on the Intermediary for the payment thereof.

b. In no event shall the Intermediary be required to pay a cash amount for the Replacement Property, including all costs and expenses incurred in connection with such purchase, in excess of the funds then held by the Intermediary in the Exchange Account.

c. The Intermediary shall act only in accordance with the written instructions of Exchangor and on the terms of this Agreement in making said acquisition, and may refuse to proceed with said acquisition in the event said instructions exceed the scope of this Agreement.

d. In no event shall the Intermediary complete, execute or deliver any form or Environmental Disclosure Document pursuant to any federal, state or local statute, law or ordinance.

15. Except for payments made from the Exchange Account to reimburse Exchangor for expenses paid by Exchangor for the sale of the Relinquished Property or the acquisition of Replacement Property, such as title reports, earnest money, etc., which reimbursement shall be permitted upon written request from Exchangor and which payments are authorized under Treasury Regulations Section 1.1031(k)-1(g)(7)(ii), the Exchangor shall not be entitled to receive any portion of the Exchange Account or any growth factor (i.e. interest) thereof nor to receive, pledge, borrow or otherwise obtain the benefits of money or other property held in the Exchange Account prior to the termination of this Agreement.

16. All interest earned on the Exchange Account shall be for the benefit of Exchangor, and shall be reported as interest income on Exchangor's tax return, regardless of whether said interest is applied to the purchase of Replacement Property or is received by Exchangor in cash as part of the distribution of the Exchange Account to Exchangor upon termination of this Agreement. The Exchangor shall not be entitled to receive, pledge, borrow or otherwise obtain the benefits of said interest prior to the termination of this Agreement.

17. This Agreement shall terminate and the Exchange Account shall be paid to Exchangor by the Intermediary under the following conditions:

a. If the Exchangor fails to identify Replacement Property within 45 days after the Conveyance Date and the exchange has failed, this Agreement shall terminate and the Intermediary shall pay the Exchange Account to Exchangor after the 45th day.

b. If Exchangor has timely identified Replacement Property, after Exchangor has received all of the identified Replacement Property to which Exchangor is entitled, this Agreement shall terminate and the Intermediary shall pay the Exchange Account to Exchangor.

c. Otherwise, at the end of the Exchange Period, provided, however, that in the event the Intermediary has executed one or more contracts to purchase Replacement Property which have not been acquired by the Intermediary within 180 days after the Conveyance Date, and the Intermediary reasonably determines that it may be liable at law or in equity under such contract or contracts, the Intermediary shall not be required to pay the Exchange Account to Exchangor until such time as the Intermediary obtains a complete release of liability under such contract or contracts from the person obligated to transfer the Replacement Property.

The provisions of this paragraph 17 are meant to incorporate and conform with Treasury Regulations Section 1.1031(k)-1(g)(6) and if any of these provisions are inconsistent with such Regulation, the Regulation shall control.

18. The Exchangor is limited to designating as Exchange Property, property that is like-kind to the Relinquished Property in accordance with Internal Revenue Code Section 1031(a).

19. In designating the Replacement Property, the Exchangor may (i) designate up to three properties as Replacement Property; or (ii) designate properties which do not exceed 200% of the Exchange Value of the Relinquished Property.

20. Intermediary shall not be required, in dealing with the Relinquished Property, the Replacement Property or in otherwise acting under this Agreement to enter into any contract or other obligation in its proprietary corporate capacity, nor to make itself individually liable to pay or incur the payment of any damages, attorneys' fees, fines, penalties, forfeitures, costs, charges or other sums of money whatsoever. Intermediary shall have no individual liability or obligation whatsoever arising from its ownership of the legal title to the Relinquished Property or Replacement Property, or with respect to any act done or contract entered into or indebtedness incurred in relation to the Relinquished Property, Replacement Property or in otherwise acting under this Agreement. Intermediary reserves the right to incorporate the limitations of its liability set forth in this paragraph in any instrument or document executed in connection herewith.

21. Exchangor hereby agrees to indemnify, defend and hold Intermediary, its officers, employees, attorneys and agents, harmless from and against all loss, cost or damage resulting from its participation in this exchange except to the extent that such loss, cost or damage is due to Intermediary's gross negligence or willful misconduct.

Exchangor shall further indemnify, defend, protect and hold Intermediary free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including

attorney's fees) or death of, or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by the presence in, on, under or about the Relinquished Property or the Replacement Property or any improvements thereon of any "Hazardous Materials" (as hereinafter defined) or the use, analysis, discharge or generation of Hazardous Materials to, in, on, under or about from or from any such property or improvements thereon. Exchangor's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of any of said Property or any improvements, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and these obligations to indemnify Intermediary shall survive the transfer of any such Property or improvements to Intermediary's successor in interest. For purposes of the indemnity provisions hereof, any acts or omissions of, or by, employees, agents, Intermediaries or representatives of Exchangor (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Exchangor. For the purposes of this paragraph, "Hazardous Materials" shall include but not be limited to substances defined as "hazardous substance "Hazardous Materials," or "toxic substances" in the comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC §9601, et. seq.; the Hazardous Materials Transportation Act 49 USC §1801, et. seq.; the Resource Conservation and Recovery Act, 42 USC §6901, et. seq.; the Toxic Substances Control Act, 15 USC §2601 et. seq.; or as any said above-mentioned laws may be amended from time to time, and in the Regulations adopted and the publications promulgated pursuant to said laws.

22. Intermediary shall not be required to pay, discharge or attend to the release of any claim, lien or encumbrances (including but not limited to mechanics or material men's liens, real and personal property taxes, assessments, income taxes, inheritance or estate taxes, excise taxes, special assessments or penalties and interest thereof) involving the Relinquished Property, Replacement Property or Exchange Account. If there shall be asserted any such claim, lien or encumbrance of any nature against the Relinquished Property or Replacement Property, Intermediary shall have no duty or responsibility to defend against such assertion or to take any other action with respect thereto.

23. If Intermediary shall pay or incur any liability to pay any money on account of this Agreement, or incur any liability to pay any money on account of any litigation as a result of holding title to the Relinquished Property, Replacement Property or otherwise in connection with this Agreement, whether because of breach of contract, injury to person or property, fines or penalties under any law or otherwise, the Exchangor shall pay on demand to Intermediary, with interest thereon at the highest rate permitted by law until paid, all such payments made by Intermediary together with its expenses, including reasonable attorneys' fees, and Exchangor shall indemnify and hold Intermediary harmless of and from any and all liabilities incurred by it for any reason whatsoever in connection with this Agreement. Intermediary shall not be required to convey or otherwise deal with the funds held in the Exchange Account so long as any money is due Intermediary under this Agreement, nor shall Intermediary be required to advance or pay any money, or to appear in, prosecute or defend any legal proceedings on account of or involving this Agreement or any property or interest hereunder or any transaction relating to the Agreement.

24. In the event Intermediary is instructed to or requested to do any act or refrain from doing any act, performance of which or non-performance of which, in Intermediary's sole opinion, would subject Intermediary to unreasonable risk of liability, expense or litigation, Intermediary shall have no obligation to perform such act or to refrain from performing such act except upon being furnished instructions or indemnity adequate in Intermediary's sole, absolute and uncontrolled

discretion, to protect Intermediary against such risk of liability, expense or litigation, or except in accordance with an adjudication by a court of competent jurisdiction and the determination of all appeals and expiration of all applicable appeal periods in any appropriate legal or equitable proceeding, including, without limiting the generality of the foregoing, an action for an accounting or to secure approval of an accounting, a suit for declaratory judgment, an interpleader action or a suit for instructions to Intermediary. In any such action, the Intermediary shall be entitled to judgment against the Exchangor, or all of them if more than one, for any expenses or costs including reasonable attorneys' fees incurred in such action, to the extent that the court may determine.

25. Intermediary shall have no liability to any party or their successors or assigns on account of electing to act in accordance with any provision of this Agreement, as reasonably construed by Intermediary, regardless of whether or not such provision may subsequently be reformed or declared invalid or unenforceable or otherwise construed in any litigation or proceeding.

26. INTERMEDIARY MAKES NO REPRESENTATIONS OR WARRANTIES, NOR SHALL INTERMEDIARY BEAR ANY RESPONSIBILITY OR LIABILITY CONCERNING THE FEDERAL OR STATE TAX LAW CONSEQUENCES TO EXCHANGOR OR THE TRANSACTION CONTEMPLATED HEREIN, INCLUDING WITHOUT LIMITATION, THE STATUS OF ANY REPLACEMENT PROPERTY AS LIKE-KIND PROPERTY OR THE QUALIFICATION OF THIS TRANSACTION AS A TAX DEFERRED EXCHANGE PURSUANT TO INTERNAL REVENUE CODE SECTION 1031 OR APPLICABLE STATE LAWS. INTERMEDIARY DOES NOT GUARANTEE OR WARRANT A FAVORABLE TAX OUTCOME AS A RESULT OF THE TRANSACTION CONTEMPLATED HEREIN. EXCHANGOR ACKNOWLEDGES THAT EXCHANGOR HAS BEEN ADVISED TO SEEK EXCHANGOR'S OWN INDEPENDENT LEGAL COUNSEL OR TAX COUNSEL IN REGARD TO THE TRANSACTION CONTEMPLATED HEREIN AND THE TAX ASPECTS AND CONSEQUENCES OF SAME. EXCHANGOR SPECIFICALLY WAIVES ANY RIGHT TO RECOVER FROM INTERMEDIARY ANY SUMS INCURRED BY EXCHANGOR AS A RESULT OF THE DISALLOWANCE OF THE TRANSACTION CONTEMPLATED HEREIN AS A LIKE-KIND TAX DEFERRED EXCHANGE PURSUANT TO INTERNAL REVENUE CODE SECTION 1031.

27. The Intermediary may resign by serving notice on the Exchangor. The resignation shall become effective 14 days following service of said notice. Exchangor may appoint a new Intermediary within the said 14 day period. In the event that a new Intermediary is not appointed, then any property then held by the resigning Intermediary shall be conveyed to Exchangor and any funds being held shall be paid out as provided for in Paragraph 17, as though such funds were being held at the end of the Exchange Period.

28. Intermediary shall receive for its services in connection with this Agreement a fee of \$500 for the first sale and purchase and \$250 for each subsequent sale and purchase. Agent may also receive fees from mutual funds pursuant to the provisions of paragraph 7. In addition thereto, Intermediary may charge a reasonable fee for any special services required to be rendered. The Intermediary may look to any property or funds held by it under this Agreement for payment thereof.

29. All notices provided or required to be given under this Agreement shall be deemed to have been duly given, served, and delivered if mailed by United States registered or certified mail addressed to the party entitled to receive the same at the address specified in this Agreement; provided, however, that any party may change its mailing address by giving to the other parties written notice of

its new mailing address, and any notice so given shall be deemed to have been given, served and delivered on the date on which said notice was mailed in the matter herein provided. In addition, all notices provided or required to be given under this Agreement shall be deemed to have been duly given, served and delivered if made by facsimile transmission and shall be deemed to have been given, served and delivered on the date of the facsimile transmission; provided, however, that such notice shall also be mailed by United States registered or certified mail as set forth above. All such notices shall be given to the parties as follows:

Intermediary: First Midwest Bank, Wealth Management
2801 W. Jefferson Street
Joliet, Illinois 60435

Exchangor: _____

With a copy to: _____

30. Time is of the essence of this Agreement.

31. Each party is acting as a principal in this exchange transaction and not as the agent of the other party.

32. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the parties hereto. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any provisions of this Agreement shall be held invalid, such provision or provisions shall be severable and such invalidity shall not affect any other provision hereof.

33. This Agreement shall be construed in accordance with the laws of the State of Illinois. The parties hereto consent to the jurisdiction and venue of the Circuit Court of the Twelfth Judicial District, Will County, Illinois for any legal action, court proceedings or litigation in regard to, as a result of or pursuant to this Exchange Agreement.

34. This Agreement inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

35. This Agreement may be executed in duplicate counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and said counterparts together shall constitute one in the same agreement.

36. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year first above written.

EXCHANGOR:

SOCIAL SECURITY NO. OR
TAX IDENTIFICATION NO.:

INTERMEDIARY:

FIRST MIDWEST BANK

BY: _____

Trust Officer

THE FOREGOING DOCUMENT IS PROVIDED AS A COURTESY TO CLIENTS OF FIRST MIDWEST BANK. AN ATTORNEY SHOULD BE CONSULTED TO ADAPT THE LANGUAGE IN THIS DOCUMENT TO THE SPECIFIC TRANSACTION.