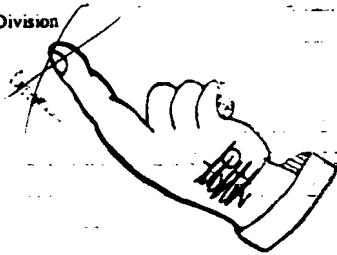


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This agreement was prepared by
and after recording return to:
Monica M. Monroe
City of Chicago Law Department
121 North LaSalle Street, Room 511
Finance and Economic Development Division
Chicago, IL 60602



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43rd AND DAMEN REDEVELOPMENT AGREEMENT

THE CITY OF CHICAGO,
FARLEY CANDY COMPANY
AND
FLLC, L.L.C.

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LIST OF EXHIBITS

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Exhibit C Long term lease between FLLC and Farley
Exhibit D Redevelopment Plan
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Exhibit I Permitted Indebtedness
Exhibit J Conditional Provisions
Exhibit K Preliminary TIF Projection -- Real Estate Taxes

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This agreement was prepared by and
after recording return to: Monica M. Monroe
City of Chicago Law Department
121 North LaSalle Street, Room 511
Finance and Economic Development Division
Chicago, IL 60602

43rd AND DAMEN REDEVELOPMENT AGREEMENT

This 43rd and Damen Redevelopment Agreement (this "Agreement") is made as of this _____ day of _____, 1994, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Farley Candy Company, a Delaware corporation d/b/a Farley Foods USA ("Farley"), and FLLC, L.L.C., a Delaware limited liability company, whose members are officers of Farley ("FLLC," referred to herein collectively with Farley as the "Developer").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6 (a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the authority to promote the health, safety, and welfare of the City and its inhabitants, to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (1992 State Bar Edition) (the "Act") to finance the redevelopment of blighted areas.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on August 3, 1994: (1) "An Ordinance Adopting and Approving the 43rd and Damen Avenue Redevelopment Area Project and Plan, (2) "An Ordinance Designating the 43rd and Damen Avenue Redevelopment Project Area"; and (3) "An Ordinance Adopting Tax Increment Allocation Financing for the 43rd and Damen Avenue Redevelopment Project Area" (the "TIF Adoption Ordinance"), (collectively referred to herein as the "TIF Ordinances"). The redevelopment project area (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: FLLC intends to purchase (the "Acquisition") certain real property legally described on Exhibit B hereto (the "Property") and five buildings (the "Facilities") located thereon approximately 535,354 square feet in size, in the

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aggregate, located within the Redevelopment Area at 2040 West 43rd Street, 2100 West 43rd Street, 2005 West 43rd Street and 4330 South Damen Avenue, Chicago, Illinois 60609. The Property and appurtenant fixtures shall be FLLC's sole assets. FLLC intends to lease the Property and Facilities to Farley pursuant to a long term lease attached hereto as Exhibit C (the "Lease") and, within the time frames set forth in Section 3.01 hereof, Farley shall equip the Facilities and commence warehousing and distribution operations therein. The Acquisition and equipping of the Facilities and related improvements, including but not limited to the TIF-Funded Improvement as defined below are collectively referred to herein as the "Project". The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago 43rd and Damen Redevelopment Plan and Project (the "Plan") attached hereto as Exhibit D.

F. The City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, (i) a portion of the proceeds of its General Obligation Tender Bonds, Project Series B of 1992 (the "G.O. Bonds") issued pursuant to an ordinance adopted by the City Council on July 7, 1992 (the "G.O. Bond Ordinance") to pay for or reimburse the Developer for the TIF-Funded Improvement pursuant to the terms and conditions of this Agreement.

This grant of City Funds to FLLC is made as an accommodation to Farley at Farley's request to provide for the Acquisition of the Property by FLLC and to facilitate the Lease of the Facilities by FLLC to Farley. The City would not make this grant to FLLC but for Farley's involvement as the Developer of the Project.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Bond(s)" shall have the meaning set forth for such term in Section 7.05 hereof.

"Bond Ordinance" shall mean the City ordinance authorizing the issuance of the Bonds.

"Certificate" shall mean the Certificate of Completion described in Section 6.01 hereof.

"City Fee" shall mean the fee described in Section 4.03(c) hereof.

"City Funds" shall mean the funds described in Section 4.03(b) hereof.

"Change Order" shall mean any amendment or modification to the Project Budget as described in Section 3.02 and Section 3.03 hereof.

"Closing Date" shall mean the date of execution of this Agreement and the date of the Closing of the Acquisition by all parties hereto.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Employer(s)" shall have the meaning set forth in Section 9 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.); (ii) any so-called "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. §1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. §6902 et seq.); (v) the Clean Air Act (42 U.S.C. §7401 et seq.); (vi) the Clean Water Act (33 U.S.C. §1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iii) the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the

Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.04 (Cost Overruns).

"Event of Default" shall have the meaning set forth in Section 14 hereof.

"Financial Statements" shall mean complete in the case of Farley audited financial statements prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods and in the case of FLLC unaudited financial statements certified by a company officer.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any environmental law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act as amended from time to time, are allocated to and when collected are paid to the Treasurer of the City for deposit by the Treasurer into the special tax allocation fund established to pay redevelopment project costs in the Redevelopment Area and obligations incurred in the payment thereof.

"Lender Financing" shall mean funds borrowed by the Developer from private lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

"MBE(s)" or minority-owned business shall mean a business identified in the Director of Certified Minority Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority business enterprise.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to Developer, the Property or the Project.

"Permitted Liens" shall mean those liens and encumbrances against the Developer, the Property and/or the Project set forth on Exhibit E hereto.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Project Budget" shall mean the budget attached hereto as Exhibit F, showing the total cost of the Project by line item, furnished by the Developer to DPD, in accordance with Section 3.02 hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74-4-3(q) of the Act, as amended from time to time.

"Survey" shall mean an ALTA plat of a recent survey of the Property acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Department of Housing and Urban Development (and updates thereof to reflect improvements to the Property in connection with the construction of the Facilities and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the later of a) the date on which there are no Bonds outstanding or b) the date on which the City shall have been fully reimbursed from Incremental Taxes generated by this Project for amounts expended by the City for the TIF-Funded Improvements provided, however, that such term shall in no event be longer than the period for which the Redevelopment Area is in effect (through and including August 3, 2017).

"1994 43rd and Damen Redevelopment Project Special Tax Allocation Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"TIF-Funded Improvement" shall mean the portion of the acquisition costs that the City will pay for from City Funds pursuant to Section 4.03 (b).

"Title Company" shall mean Chicago Title Insurance Company.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing FLLC as the insured, issued by the Title Company.

"WBE(s)" or women-owned business means a business enterprise identified in the Directory of Certified Women Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

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SECTION 3. THE PROJECT.

3.01 The Project. On the Closing Date, FLLC will acquire the Property and lease it to Farley pursuant to the Lease, and Farley shall (i) commence to equip the Facilities and relocate its warehousing and distribution operations therein no later than October 15, 1994; and (ii) complete the equipping of the Facilities and the relocation of its warehousing and distribution operations therein no later than December 1, 1995. Additionally, Farley covenants and agrees that in addition to completing the Project it will incur an additional ONE MILLION DOLLARS (\$1,000,000) for the costs of capital improvements at any one of its facilities located in the City within a two year period commencing on the Closing Date and ending two years thereafter.

3.02 Project Budget. The Developer has furnished to DPD, and DPD has approved, a Project Budget dated as of the date hereof showing total costs for the Project in an amount not less than Eleven Million Dollars (\$11,000,000). The Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.01 hereof, shall be sufficient to complete the Project; and (b) to the best of the Developer's knowledge after diligent inquiry, the Project Budget is true, correct and complete in all material respects.

3.03 Change Orders. (intentionally omitted)

3.04 DPD Approval. Any approval by DPD is for the purpose of this Agreement only and does not constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.05 Progress Report. The Developer shall provide DPD with a report upon completion of the Project detailing the status of the Project.

3.06 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.07 Utility Connections. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to the City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all the City requirements governing such connections, including the payment of customary fees and costs related thereto.

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3.08 Permit Fees. In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$11,000,000, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to <u>Section 4.06</u>)	\$ 750,000
Lender Financing to FLLC	7,250,000
City Funds (subject to <u>Section 4.03</u>)	<u>3,000,000</u>
ESTIMATED TOTAL	\$ 11,000,000

4.02 Developer Funds. Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 The City Funds.

(a) Uses of City Funds. City Funds will be used to pay for a portion of the acquisition price as a TIF-Funded Improvement for the Project.

(b) Sources of the City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to reserve the City funds from the sources and in the amounts described directly below ("the City Funds") for reimbursing FLLC for cost of the TIF-Funded Improvement:

<u>Source of the City Funds</u>	<u>Maximum Amount</u>
General Obligation Bonds Series 1992	\$3,000,000

(c) City Fee. The City may allocate the sum of Sixty Thousand Dollars (\$60,000) for payment of costs incurred by the City for the administration and monitoring of the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, nor shall the Developer be required to pay such fee.

4.04 Cost Overruns. If the aggregate cost of the TIF-Funded Improvement exceeds the City Funds available pursuant to Section

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4.03 hereof, the Developer shall be solely responsible for such excess costs.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. The Owner's Sworn Statement, being Exhibit G hereto, sets forth the prior expenditures approved by DPD as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) Allocation Among Line Items. (intentionally omitted)

SECTION 5. CONDITIONS PRECEDENT

The following conditions shall be complied with to the City's satisfaction within the time periods set forth below:

5.01 Project Budget. The Developer shall have submitted to DPD, and DPD shall have approved, a Project Budget.

5.02 Other Governmental Approvals. Not less than five (5) days prior to the Closing Date, the Developer shall have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and shall submit evidence thereof to DPD.

5.03 Financing. Developer shall have furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer shall have furnished proof at least fifteen (15) days prior to the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity as set forth in Section 4.01) to complete the Project.

5.04 Acquisition and Title. On the Closing Date, the City shall disburse the City Funds in an amount not to exceed \$3,000,000 to pay, in part, the cost to FLLC of the Acquisition, and the Developer shall furnish the City with a certified, later-dated copy

of the Title Policy, showing FLLC as the named insured, with respect to the Property. The Title Policy shall be dated on the Closing Date and shall contain only those title exceptions listed as Permitted Liens on Exhibit E hereto and shall evidence the recording of this Agreement pursuant to the provisions of Section 7.18 hereof. The Title Policy shall also contain such endorsements as shall be required by Corporation Counsel, including but not limited to extended coverage and satisfactory endorsements regarding zoning, contiguity, location and survey. The Developer shall provide to DPD, prior to the Closing Date, documentation related to the proposed purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto. In addition, the Developer shall provide DPD evidence that the Lease is executed and a memorandum of lease is recorded.

5.05 Evidence of Clean Title. Upon request by DPD, not less than five (5) business days prior to the Closing Date, the Developer, at its own expense, shall have provided the City with current State and county lien searches under each Developer's name (and any trade name of the Developer) showing no Uniform Commercial Code security interests, judgments, pending suits, federal or state tax liens or fixture filings filed against such Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens. This condition may be waived in the Commissioner of DPD's sole discretion.

5.06 Surveys. Not less than five (5) business days prior to the Closing Date, the Developer shall have furnished the City with three (3) copies of the Survey.

5.07 Insurance. The Developer, at its own expense, shall have insured the Property in accordance with Section 11 hereof. Certificates or binders evidencing the required coverages, along with paid receipts, shall have been delivered to DPD five (5) days prior to the Closing Date.

5.08 Opinion of the Developer's Counsel. The Developer shall furnish the City with an opinion of counsel on the Closing Date, substantially in the form attached hereto as Exhibit H, with such changes as may be required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project and if such special counsel is unwilling to provide the some or all of the opinions set forth in Exhibit H, such opinion(s) shall be obtained by the Developer from its general corporate counsel.

5.09 Evidence of Prior Expenditures. No later than twenty (20) business days prior to the Closing Date, the Developer shall have provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

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5.10 Financial Statements. Farley shall have provided Financial Statements to DPD for its 1993 fiscal year, and audited or unaudited interim financial statements, not less than thirty (30) days prior to the Closing Date.

5.11 Documentation. The Developer shall have provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters.

5.12 Environmental. Prior to the Closing Date, the Developer shall have provided DPD with a report detailing the remedial steps taken and to be taken in response to the Phase I and Phase II Environment Audit and a letter from an environmental consultant indicating that all environmental remediation steps recommended for the Property have been taken and that all environmental regulations and requirements have been satisfied.

5.13 Preconditions of Disbursement. For each disbursement, the Developer shall have satisfied all other preconditions of disbursement of the City Funds as provided in the G.O. Bond Ordinance, the Bond Ordinance, if any, and any certifications or representations made by the City in connection with the issuance of the G.O. Bonds, the Bonds, if any, and/or this Agreement.

5.14 Assignment of Real Estate Purchase Contract. At or prior to the Closing Date, Farley shall have assigned all of its right, title and interest in that certain Real Estate Purchase Contract dated January 19, 1994 by and between Farley and Dry Storage Corporation, an Illinois corporation, related to the purchase of the Property, to FLLC pursuant to an assignment and assumption agreement acceptable in form and substance to the City.

SECTION 6. COMPLETION OF PROJECT

6.01. Certificate of Completion. Upon completion of the Project in accordance with the terms of this Agreement, and at the Developer's written request, DPD shall issue the Developer a Certificate certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement; provided, however, that the issuance of any such Certificate shall not operate as a waiver of any of the City's rights under this Agreement or any other agreement. DPD shall respond to the Developer's written request for a Certificate by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement, and any other objections to the issuance of a Certificate which DPD may have, and the measures which must subsequently be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

6.02 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of the Agreement, then the City shall have the right to terminate this Agreement.

SECTION 7. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER

7.01 General. Each Developer (unless otherwise specified) represents, warrants and covenants that:

(a) Farley is a Delaware corporation duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in every other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) FLLC is a Delaware limited liability company duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in every other state where, due to the nature of its activities or properties, such qualification or license is required;

(c) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(d) the execution, delivery and performance by Farley of this Agreement has been duly authorized by all necessary corporate action and will not violate its Articles of Incorporation or by-laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Farley is now a party or by which Farley is now or may become bound;

(e) the execution, delivery and performance by FLLC of this Agreement has been duly authorized by all necessary company action and will not violate its Articles of Organization, operating agreement, resolutions or rules and regulations, as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which FLLC is now a party or by which FLLC is now or may become bound;

(f) unless otherwise permitted pursuant to the terms of this Agreement, FLLC shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property free and clear of all liens (except for the Permitted Liens including the Lease, and Lender Financing as disclosed in the Project Budget);

(g) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(h) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other

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administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(i) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(j) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(k) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(l) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business and except for the Lease; (3) enter into any transaction outside the ordinary course of the Developer's business, if it would adversely affect the Developer's ability to complete and operate the Project; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity, if it would adversely affect the Developer's ability to complete and operate the Project; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition; and

(m) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property other than the Permitted Liens, or incur any indebtedness, secured or to be secured by the Property or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget, or except as disclosed on Exhibit I hereto.

(n) the Lease shall remain in effect for fifteen (15) years as disclosed on Exhibit C.

7.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget and the Developer's receipt of all required building

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permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the G.O. Bond Ordinance, the Bond Ordinance, if any, the Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer.

7.03 Redevelopment Plan. The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

7.04 Use of the City Funds. City Funds disbursed to the Developer shall be used by the Developer solely to pay for the TIF-Funded Improvement as provided in this Agreement.

7.05 Other Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) bonds in connection with the Project (other than the G.O. Bonds), the proceeds of which are to be used to reimburse the City for expenditures made in connection with the TIF-Funded Improvements (the "Bonds") and which are partially or entirely secured by Incremental Taxes; provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

7.06 Job Creation and Retention; Covenant to Remain in the City. Upon the completion of the Project, one hundred and twenty (120) jobs shall be created by Farley at the Facilities and within the next two years, an additional thirty jobs will be created at the Facilities. Additionally, within the next two years, Farley will create one hundred (100) jobs at its facilities located at 2945 West 31st Street, and 4500 West Belmont, Chicago, Illinois. Furthermore, Farley reasonably anticipates creating an additional one hundred (100) jobs at these other two facilities within the next two years. For so long as it remains economically viable all such jobs shall be retained by the Developer at the Facilities or at the other Farley facilities within the City through August 3, 2017 [date of termination of the Redevelopment Area]. The Developer hereby covenants and agrees to maintain its current business operations within the City of Chicago through August 3, 2017 date of termination of the Redevelopment Area] so long as it remains economically viable.

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7.07 Employment Opportunity. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause any contractor working on the Project to abide by the terms set forth in Section 9 hereof.

7.08 Employment Profile. Developer shall submit, and contractually obligate and cause any contractor working on the Project to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

7.09 Prevailing Wage. The Developer covenants and agrees to pay, and contractually obligate and cause any contractor working on the Project to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or such contractor to evidence compliance with this Section 7.09.

7.10 Arms-Length Transactions. Unless DPD shall have given its prior written consent with respect thereto, no Affiliate of the Developer may receive any part of the City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with the TIF-Funded Improvement. Developer shall provide information with respect to any entity to receive the City Funds, (by reimbursement or otherwise), upon DPD's request, prior to any such disbursement.

7.11 Conflict of Interest. The Developer represents and warrants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project or the Redevelopment Plan, or any consultant hired by the City, owns or controls (or has owned or controlled) any interest, or represents any person, as agent or otherwise, who owns or controls any interest, direct or indirect, in the Developer's business or the property described in Exhibit B hereto; nor shall any such member, official, employee or consultant participate in any decision relating to the Developer's business which affects his or her interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

7.12 Disclosure of Interest. (Intentionally omitted)

7.13 Financial Statements. Farley shall obtain and provide to DPD Financial Statements for Farley's fiscal year ended 1993 and each year thereafter for the Term of the Agreement. In addition, Farley shall submit audited financial statements as soon as

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reasonably practical following the close of each fiscal year and for such other periods as DPD may request. FLLC shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request. To the extent that the Financial Statements submitted are not subject to disclosure under applicable federal, state and local law, they shall not be made available to the public.

7.14 Insurance. The Developer, at its own expense, shall comply with all provisions of Section 11 hereof.

7.15 Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. the Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question. Developer shall have the right, before any delinquency occurs, (i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify, or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 7.15); or (ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

7.16 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify DPD of any and all events or actions which may materially affect the Developer's ability to carry on its business

operations or perform its obligations under this Agreement or any other documents and agreements.

7.17 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

7.18 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

7.19 Conditional Provisions. The covenants set forth in Exhibit J hereto, in their entirety or selectively, will become effective at the sole option of the City and upon the City's receipt of an opinion from nationally recognized bond counsel that the effectiveness of those provisions will not adversely affect the tax-exempt status of the G.O. Bonds. In the event that the City exercises its option to make any covenant(s) in Exhibit J effective, it shall so notify the Developer in accordance with Section 16 hereof.

7.20 Survival of Covenants. All warranties, representations, and covenants and agreements of the Developer contained in this Section 7 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

8.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder and that the City Funds are available as of the date hereof to perform such obligations in accordance with the terms of this Agreement, and shall remain available to fund the City's obligations hereunder as same become due.

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8.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 8 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement; provided, however, that all provisions of this Agreement that are not, as of the date of the issuance of the Certificate, executory provisions, shall terminate upon issuance of such Certificate and be of no further force or effect, and provided further, that nothing in this Section 8.02 shall be construed as a waiver by the City of its rights and remedies pursuant to this Agreement and with respect to such terminated provisions during the period that such provisions were in effect, and all of the City's rights and remedies with respect thereto shall survive the issuance of the Certificate. Upon the expiration of the Term of the Agreement, DPD shall provide Developer at Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 9. EMPLOYMENT OPPORTUNITY

Developer and its successors and assigns hereby agree, and shall contractually obligate and cause any contractor hired in connection with the Project or any Affiliate of the Developer operating on the Property (individually an "Employer" and collectively, "Employers") to agree, that for the Term of this Agreement with respect to the Developer and during the period of any other such party's provision of services hereunder or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment on the basis of race, color, sex, age, religion, mental or physical disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in the City of Chicago Human Rights Ordinance adopted December 21, 1988, Municipal Code of Chicago, ch. 2-160, Section 2-160-010 et seq., as amended from time to time (the "Human Rights Ordinance"). Each Employer will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) To the greatest extent reasonably feasible, each Employer shall create training and employment opportunities for the benefit of low and moderate income residents of the Redevelopment Area. Moreover, to the greatest extent reasonably possible, contracts for work performed in connection with the Project shall be awarded by Employer to business concerns located in, or owned in substantial part by persons residing in, the Redevelopment Area.

(c) All solicitation or advertisement for employees placed by or on behalf of any Employer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income.

(d) Each Employer shall make a good faith effort to hire the City residents for any temporary or permanent job vacancies created by the construction, development or use of the Facilities. Developer shall submit reports to DPD from time to time detailing its compliance with this provision within thirty (30) days after receipt of a written request from DPD with respect thereto.

(e) Each Employer shall comply with federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1992), and any subsequent amendments and regulations promulgated pursuant thereto.

(f) Each Employer will include the foregoing provisions in every contract entered into in connection with the Project, and will require the inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property so that such provision will be binding upon each contractor or subcontractor or Affiliate, as the case may be.

(g) With respect to contracts let, if any, in connection with the Project, the Developer shall expend at least the following percentages of the total Project Budget (less amounts paid for the Acquisition and Prior Expenditures), for contract participation by MBEs and WBEs in the Project:

MBE Percentage
25%

WBE Percentage
5%

This commitment may be met by the Developer's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs (to the extent of the MBE or WBE participation in such joint venture), by using an MBE and WBE as a contractor, by subcontracting or causing a contractor to subcontract a portion of the work to one or more MBEs or WBEs, by the purchase of materials used in the Project from

one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Developer's business or by any combination of the foregoing. Those businesses that constitute both an MBE and WBE shall not be credited more than once against the Developer's MBE or WBE commitment. Developer shall meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project. City may require the Developer to demonstrate the specific efforts undertaken to involve MBEs and WBEs directly in the Project. Upon the written request of DPD, periodic reports shall be made by the Developer to the City on all efforts made to achieve compliance with the foregoing provisions. Such reports shall include the name and business address of each MBE and WBE solicited by the Developer to work as a contractor or subcontractor and the responses received to such solicitation, the name and business address of each MBE and WBE actually involved in the Project, a description of the work performed and or products or services supplied, the date and amount of each expenditure and such other information as may assist the City in determining the Developer's compliance with the foregoing provisions, and the status of any MBE or WBE performing any contract in connection with the Project. City shall have access to the Developer's books and records, including without limitation payroll records, tax returns and records and books of account, on five (5) days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation. The City and the Developer hereby acknowledge that the total, or substantially all of the, Project Budget may end up consisting of costs of Acquisition or Prior Expenditures, in which event this paragraph shall not apply.

(h) The Developer and all contractors and subcontractors that perform work on the site on behalf of the Developer for the Project other than work performed prior to the Closing Date undertaken pursuant to this Agreement shall comply with the minimum percentage of total worker hours performed by actual residents of the City specified in Section 2-92-330 of the Municipal Code of Chicago and shall otherwise comply with the requirements of said Section. The requirements of Said Section 2-92-330 shall be included in all contracts and subcontracts entered into by the Developer or its contractors related to work performed on the Project. In addition to any other reporting and records maintenance requirements imposed by said Section 2-92-330, the Developer shall submit monthly reports to DPD detailing its compliance with the terms hereof.

SECTION 10. ENVIRONMENTAL MATTERS

Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this

Agreement and all Exhibits attached hereto and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its subsidiaries under any Environmental Laws relating to the Property.

SECTION 11. INSURANCE

The Developer shall with respect to each of the following types of insurance either (i) procure and maintain, or cause to be maintained, at its sole cost and expense, at all times throughout the Term of this Agreement, and until each and every obligation of the Developer contained in the Agreement has been fully performed, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by the Developer, any contractor or subcontractor and/or (ii) provide such evidence of self insurance that may be required by the Risk Manager of the City:

- (a) Prior to Execution and Delivery of this Agreement: At least ten (10) business days prior to the execution of this Agreement, the Developer shall procure and maintain the following kinds and amounts of insurance:

- (i) Workers' Compensation and Occupational Disease Insurance

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under or in connection with this Agreement. Employer's

liability coverage with limits of not less than \$[100,000.00] for each accident or illness shall be included.

(ii) Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than [\$1,000,000.00] per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, independent contractors, broad form property damage and contractual liability coverages are to be included. The City of Chicago is to be named as an additional insured.

(b) Construction: Prior to construction if any of any portion of the Project, the Developer shall procure and maintain, or cause to be maintained, the following kinds and amounts of insurance:

(i) Workers' Compensation and Occupational Disease Insurance

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under or in connection with this Agreement. Employer's liability coverage with limits of not less than \$[100,000.00] for each accident or illness shall be included.

(ii) Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$2,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability coverages are to be included. The City of Chicago is to be named as an additional insured.

(iii) Automobile Liability Insurance

When any motor vehicles are used in connection with work to be performed in connection with this Agreement, the Developer shall provide Automobile

Liability Insurance with limits of not less than \$1,000,000.00 per occurrence combined single limit, for bodily injury and property damage. The City of Chicago is to be named as an additional insured.

(iv) All Risk Builders Risk Insurance

When the Developer, any contractor or subcontractor undertakes any construction, including improvements, betterments, and/or repairs, the Developer, such contractor or subcontractor shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facilities. Coverage extensions shall include boiler and machinery, and flood.

(v) Professional Liability

When any architects, engineers or consulting firms perform work in connection with this Agreement, Professional Liability insurance shall be maintained with limits of \$1,000,000.00. The policy shall have an extended reporting period of two years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the project.

(c) Other Provisions

All insurance policies shall provide that the City shall be given 30 days prior written notice of any modification, renewal or cancellation. Original certificates of insurance evidencing the required coverages and renewal certificates of insurance or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement or prior to completion of construction of the Project, as applicable, shall be delivered in a timely manner, as herein required, to the City of Chicago, Department of Finance, Risk Management Office, 333 South State Street, Room 400, 60604. If the Developer fails to obtain or maintain any of the insurance policies required under this Agreement or to pay any insurance policies required under this Agreement, or to pay any premium in whole or in part when due, the City may (without waiving or releasing any obligation or Event of Default by the Developer hereunder) obtain and maintain such insurance policies and take any other action which the City deems advisable to protect its interest in the Property and/or the Project. All sums so disbursed by the City including reasonable attorneys' fees, court costs and expenses,

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shall be reimbursed by the Developer upon demand by the City.

Developer agrees, and shall cause each contractor and subcontractor to agree, that any insurance coverages and limits furnished by the Developer and such contractors or subcontractors shall in no way limit the Developer's liabilities and responsibilities specified under this Agreement or any related documents or by law, or such contractor's or subcontractor's liabilities and responsibilities specified under any related documents or by law. Developer shall require all contractors and subcontractors to carry the insurance required herein, or the Developer may provide the coverage for any or all contractors and subcontractors, and if so, the evidence of insurance submitted shall so stipulate.

Developer agrees, and shall cause its insurers and the insurers of each contractor and subcontractor engaged after the date hereof in connection with the Project to agree, that all such insurers shall waive their rights of subrogation against the City.

Developer shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's Regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transport of Hazardous Materials.

City maintains the right to modify, delete, alter or change the provisions of this Section 11 so long as such action does not, without the Developer's prior written consent, increase the requirements set forth in this Section 11 beyond that which is reasonably customary at such time.

SECTION 12. INDEMNIFICATION

Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Developer's or any contractor's failure to pay subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement, or (iii) the existence of any material misrepresentation or omission in any offering memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or persons

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acting under the control or at the request of the Developer or (iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto.

SECTION 13. MAINTAINING RECORDS/RIGHT TO INSPECT

13.01 Books and Records. Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

13.02 Inspection Rights. Any authorized representative of the City shall have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 14. DEFAULT AND REMEDIES

14.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 14.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that such Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within thirty (30) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within thirty (30) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for thirty (30) days after such entry without a stay of enforcement or execution or such order is lawfully contested;

(h) the dissolution of the Developer; or

(i) the institution in any court of a criminal proceeding other than a misdemeanor against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime other than a misdemeanor.

For purposes of Sections 14.01(h) and 14.01(i) hereof, a person with a material interest in the Developer shall be one owning in excess of thirty-three percent (33%) of the Developer's issued and outstanding shares of stock.

14.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of the City Funds. The

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City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, secure the specific performance of the agreements contained herein.

14.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to cure such default within twenty (20) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such twenty (20) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such twenty (20) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

SECTION 15. MORTGAGING OF THE PROJECT

All mortgages currently in place with respect to the Project are listed on Exhibit E hereto, including mortgages made in connection with Lender Financing. In the event that the Developer shall hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof, a mortgage(s) or deed(s) of trust (any such mortgage or deed of trust being hereinafter referred to as the "Mortgage" and the holder of the same being hereinafter referred to as the "Mortgagee"), then it is hereby agreed by and between the City and the Developer as follows:

(a) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 6 hereof, no such Mortgage shall be executed on the Facility without the prior written consent of the Commissioner of DPD.

(b) In the event that the Mortgagee or any other party shall succeed to the Developer's interest in the Property pursuant to the exercise of remedies under a Mortgage, whether by foreclosure, deed in lieu of foreclosure, or otherwise, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 17.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the

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Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party shall have no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such Mortgagee or other party succeeding to the Developer's interest in the Property does not expressly accept an assignment of the Developer's interest hereunder, such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

The City acknowledges that the only covenants running with the land with respect to the Mortgagee are those contained in Exhibit J hereto. Under no circumstances will any Mortgagee be liable for any other provisions of this Agreement unless such Mortgagee expressly assumes this Agreement.

SECTION 16. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified or facsimile mail, return receipt requested.

If to the City: City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, IL 60602
Attention: Commissioner

With Copies To: City of Chicago
Department of Law
Finance and Economic Development
Division
121 North LaSalle Street, Room 511
Chicago, IL 60602

If to Developer: Farley Candy Company
d/b/a Farley Foods, USA
2945 West 31st Street
Chicago, Illinois 60623
Attention: Julie Laux

With Copies To: Mary Riordan
Polsky & Riordan, Ltd.
205 North Michigan Avenue, Suite 3909
Chicago, Illinois 60601

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Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 17. MISCELLANEOUS

17.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended without the prior written consent of the City.

17.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

17.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

17.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

17.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing.

17.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

17.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any

relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

17.08 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

17.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

17.10 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

17.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, the G.O. Bond Ordinance or the Bond Ordinance, if any, such ordinance(s) shall prevail and control.

17.12 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

17.13 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

17.14 Approval. Wherever this Agreement provides for the approval or consent of the City or DPD, or any matter is to be to the City's or DPD's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City or DPD in writing and in its sole discretion.

17.15 Assignment. Prior to the issuance by the City to the Developer of a Certificate, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Notwithstanding the issuance of such Certificates, any successor in interest to the Developer under this Agreement (other than Mortgagee) shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 7.19 and 7.20 hereof, for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

17.16 Binding Effect. This Agreement shall be binding upon the Developer and its successors and permitted assigns and shall inure to the benefit of the City, its successors and assigns.

94839164

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

ATTEST:

FARLEY CANDY COMPANY, D/B/A FARLEY FOODS, USA

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

FLLC, L.L.C

By: _____

By: _____

Its: _____

Its: _____

CITY OF CHICAGO

By: *[Signature]*
Commissioner,
Department of Planning and
Development

94839164

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

ATTEST:

FARLEY CANDY COMPANY, D/B/A FARLEY FOODS, USA

By: Michael Gathin
Its: Secretary

By: June J. Laux
Its: S. VP Finance & Admin

ATTEST:

FLLC, L.L.C

By: Michael Gathin
Its: member

By: June J. Laux
Its: Administrative Member

CITY OF CHICAGO

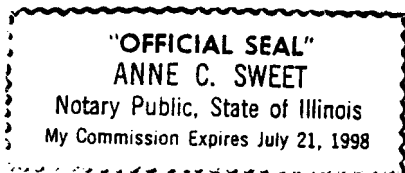
By: _____
Commissioner,
Department of Planning and
Development

94839164

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Anne C Sweet, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Julie Laux and Michael Gotkin, personally known to me to be the Senior Vice President and Asst. Secretary of Farley Candy Company, a Delaware corporation (the "Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the Board of Directors of the Corporation, as their free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 26 day of September, 1994.



(SEAL)

Anne C Sweet
Notary Public

My Commission Expires _____

94839164

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, RALPH C. BERKE, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JULIE LAUY and ADMINISTRATIVE MEMBER and _____, personally known to me to be the _____ of FLLC, L.L.C. Delaware limited liability corporation (the "Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the Board of Directors of the Corporation, as their free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 27 day of September, 1994.

Ralph L. Berke
Notary Public

My Commission Expires _____

(SEAL)

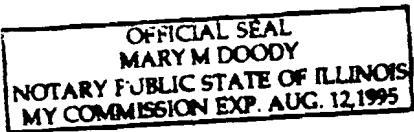


94839164

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MARY M. DOODY, a notary public in and for the said County, in the State aforesaid, DO- HEREBY CERTIFY that VALERIE B JARRETT, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 26 day of September, 1994.



Mary M. Doody
Notary Public

My Commission Expires 8/12/95

(SEAL)

94839161

EXHIBIT C

Lease

UNITED OF OMAHA LIFE INSURANCE COMPANY
BOND TYPE LEASE COMMITMENT
STANDARD TERMS AND CONDITIONS

A. Definitions. "Loan Year" is the twelve (12) month period beginning on the date the first Monthly Payment is due (unless the Loan closes on the first day of the month in which case "Loan Year" is the twelve (12) month period beginning on the Loan closing date), and subsequent twelve (12) month periods. "Property" includes the land, the improvements, fixtures and related personal property. "Make-Whole Price" shall mean the present value of all remaining principal and interest payments discounted at the Treasury Rate plus fifty (50) basis points. "Treasury Rate" shall mean the yield on the U.S. Treasury Security with a maturity equal to or closest to the remaining weighted average life of the Promissory Note. Remaining weighted average life may be determined by either one of the following methods:

1. (a) Multiply the amount of each remaining scheduled principal payment by the time in years from the calculation date to the scheduled payment date;
- (b) Add all "Dollar Years" calculated in (a) to arrive at "Total Remaining Dollar Years"; then
- (c) Divide the "Total Remaining Dollar Years" calculated in (b) by the current outstanding principal balance of the Loan.

or

2. Use the following formula:
$$AL = \frac{I}{P \times R}$$

AL = The Remaining Weighted Average Life of the Promissory Note expressed in years.

I = The sum of all scheduled interest payments for the remaining life of the loan.

P = The current outstanding principal balance of the Loan.

R = The annual rate of interest on the Promissory Note.

B. Documentation. You shall take all reasonable action to assist us in achieving a timely closing. To achieve a timely closing, we must receive first drafts of all Loan documents and substantially all closing documentation (title binder, survey, authorization documents, proforma letters of credit and/or certificates of deposit, etc.) within one month after the Commitment Acceptance Date. A delay in the delivery of the Loan document drafts or closing documentation may result in a corresponding delay in the Loan closing. Delays in closing due to your actions or inactions shall constitute a default under this Commitment. In addition we may choose to enforce any of our other rights under this Commitment. The Note evidencing the Loan shall be secured by a Mortgage and a separate Assignment of Rents and Leases. We shall be furnished with such other Loan documents and closing documentation as we may reasonably require. All Loan documents shall be prepared by us or local counsel and shall include the terms set forth in this Commitment and such other normal and customary terms

reasonably required by us. The Loan shall include terms required by us in accordance with our bondable lease financing underwriting standards and guidelines. Provisions to the following effect shall be included where appropriate in the Note, Mortgage and/or other Loan documents:

- (a) Interest shall be calculated on the basis of a 360-day year of twelve (12), thirty (30) day months.
- (b) If Loan closing takes place on a day other than the first day of the month, the Note shall provide that interest only shall be paid on the first day of the month following Loan closing. In such case, the first full Monthly Payment shall be made on the first day of the next succeeding month.
- (c) Monthly Payments shall be due and payable on the first day of each month, with a five (5) day grace period (calculated by including the due date) allowed for all such payments except the final payment.
- (d) If any Monthly Payment, other than the final payment, and/or any required tax/insurance escrow payment is not paid within five (5) days of its due date (calculated by including the due date), there shall be due a late charge of five (5) percent of the amount of that payment. This late charge shall accompany the payment when the latter is made, and we may refuse to accept any payment not accompanied by the late charge.
- (e) If the final payment is not paid on its due date, whether by acceleration of maturity or otherwise, the unpaid principal balance shall bear interest from the final payment's due date until paid at the annual rate of five (5) percent higher than the interest rate then in effect in the Note, or the highest rate of interest permitted by law, whichever is less.
- (f) Upon acceleration of maturity after default, a tender of payment of the amount necessary to satisfy the indebtedness made at any time (i) prior to foreclosure sale (including sale under power of sale), and (ii) when voluntary prepayment either is not permitted, or is permitted only with payment of a prepayment charge, shall be deemed to be voluntary, and the following prepayment charge shall also be payable as liquidated damages: (1) if prepayment is then permitted, an amount equal to the applicable prepayment charge, and (2) if prepayment is not then permitted, an amount equal to the greater of two (2) percent of the unpaid principal balance at the time of prepayment, or the Make Whole Price.
- (g) If a monetary default occurs, notice of default shall not be required to accelerate maturity; if a non-monetary default occurs, notice of default and a thirty (30) day opportunity to cure shall be required to accelerate maturity.
- (h) Notwithstanding and in addition to all other Commitment provisions; you, each of your principal partners (as determined by us, if you are a partnership), each of your principal shareholders or each of your principal officers (as determined by us, if you are a corporation), each of your principal trustor(s) or each of your principal beneficiary(ies) (as determined by us, if you are a trust) and each guarantor (if any) shall be jointly and severally personally liable for (i) security deposits received or held, (ii) rents received or held after an Event of Default,

(iii) rents prepaid more than one month in advance, (iv) condemnation awards and insurance proceeds not applied as required by the Loan Documents; (v) Property repair as a result of casualty not reimbursed by insurance to the extent insurance is required by the Loan documents; (vi) fraud, material misrepresentation or bad faith; (vii) terms of the Environmental Indemnity Agreement; (viii) waste of the Property; (ix) delinquent real estate taxes or assessments; and (x) payment and performance of all Loan obligations upon the occurrence of bankruptcy, insolvency or similar debt relief proceedings by, against or involving you.

- (i) The Mortgage shall also operate as a security agreement creating a first priority lien with respect to your personal property on or about the Property, and qualify as a fixture financing statement if permitted by law. Unless the Property is used as a hotel, motel, apartment building, restaurant or other building of lodging or food service; the security agreement will not create a lien on fixtures or personal property used in your business except to the extent that such fixtures and personal property are also used in the operation or maintenance of the Property.
- (j) The Mortgage shall require you to make monthly, non-interest bearing escrow deposits equal to one-twelfth (1/12) of the anticipated annual taxes, assessments and insurance premiums.
- (k) The Mortgage and the Environmental Indemnity Agreement(i) shall prohibit the generation, storage, use or disposal of any hazardous or toxic substance on, under, about or affecting the Property, except such hazardous or toxic substances used in minor amounts, in the ordinary course of your business or the business of your tenants, used in compliance with all environmental protection laws and specifically disclosed to and approved by us, (ii) shall obligate you to notify us of any alleged violation of environmental protection laws, and (iii) shall require you to defend, indemnify and hold us harmless with respect to any claim or judgement arising out of the application of such laws, which indemnity shall survive foreclosure, deed in lieu of foreclosure, or payment of the indebtedness.
- (l) The Mortgage shall require you to furnish us, within ninety (90) days after the close of your fiscal year, with annual operating statements with respect to the Property (including current rent rolls), prepared in accordance with generally accepted accounting practices.
- (m) Unless otherwise provided, the Mortgage shall prohibit, without our prior written consent, either voluntarily or by operation of law, (i) any sale or transfer of all or part of the Property, (ii) if you are a corporation, partnership, trust or other entity, any sale or transfer of an interest in you, and (iii) the existence of any junior encumbrance or lien against the Property. We may withhold consent for any reason, or condition consent upon an increase in the interest rate or the payment of a fee.
- (n) The Assignment of Rents shall require you to include in any subsequent lease of all or part of the Property a covenant obligating the lessee to enter an Attornment and Non-disturbance Agreement satisfactory to us at our request.

- C. Plans and Specifications and Architect's Certificate. At least fifteen (15) business days before the scheduled closing of the Loan, you shall furnish us with (a) copies of final "as-built" plans and specifications, (b) any engineering and physical inspection reports which you may have concerning the Property, and (c) an Architect's Certificate or other evidence satisfactory to us that construction of the improvements (i) has been completed in a good and workmanlike manner in accordance with the plans and specifications, and (ii) complies with all applicable requirements of federal, state and local law, including without limitation zoning and environmental requirements.
- D. Certificate of Occupancy. At least fifteen (15) business days before the scheduled closing of the Loan, you shall furnish us with a certificate of occupancy from the appropriate governmental agency.
- E. Hazardous Substances. At least fifteen (15) business days before the scheduled closing of the Loan, you shall furnish us with a report from a consultant satisfactory to us certifying that no hazardous or toxic substance (including, without limitation, any substance defined as "hazardous" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or similar state law) (a) has been used in connection with or incorporated in the construction of any improvements on the Property, or (b) has been stored, discharged or released on, about or affecting the Property, except such hazardous substances used in minor amounts in the ordinary course of your business or the business of your tenants, used in compliance with all environmental protection laws and specifically disclosed to and approved by us. In the event a hazardous or toxic substance is present and, notwithstanding your good faith effort, the substance is not removed to our satisfaction prior to the Commitment Termination Date, this Commitment shall terminate at our option, and we shall return the Good Faith Deposit.
- F. Title Insurance. You shall furnish us with a mortgagee's title insurance policy, in the amount of the Loan, insuring (a) that marketable, fee simple title to the Property is vested in you, (b) that the Mortgage and the Assignment of Rents are first, valid and enforceable liens with no exceptions other than the financing lease (which, at our option, shall be prior or subordinate to the liens of our Mortgage and Assignment of Rents), non-delinquent taxes and assessments and those other exceptions approved by us, (c) that there are no conditions, covenants or restrictions under which our lien could be divested, or its priority or enforceability impaired, (d) that there are neither encroachments of existing improvements onto adjacent lands (or if any encroachments exist, that we are insured for any loss by reason of any final court order requiring removal of the encroachment), nor encroachments from improvements located on adjacent lands, (e) that there are no present violations of any enforceable covenants, conditions or restrictions, and (f) that the Property is separately assessed for tax purposes. A specimen copy of the title policy shall be furnished to us at least five (5) business days before the scheduled closing of the Loan. The final title policy shall be identical to the specimen except for the omission of recording information of the documents to be recorded pursuant to this Loan, and shall be delivered no later than five (5) days after the closing of the loan. The insurer, the policy form, and any exceptions shall be subject to our approval. The title insurance commitment shall be furnished to us within thirty (30) days after the Commitment Acceptance Date, and shall include legible copies of all exceptions not proposed for removal prior to closing. In the event we do not approve an exception and, notwithstanding your good faith effort, the exception is not removed, this Commitment shall terminate at our option, and we shall return the Good Faith Deposit.

- G. Survey. Within thirty (30) days after the Commitment Acceptance Date, you shall furnish us with a final "as-built" survey (a) prepared by a registered land surveyor satisfactory to us, (b) dated not more than sixty (60) days before the scheduled closing, and (c) certified as showing all lot and street lines, encroachments, and the location and dimension of all improvements, parking areas, driveways, utilities and easements.
- H. Insurance. At least fifteen (15) business days before the scheduled closing of the Loan, you shall furnish us with original or certified copies of policies evidencing that the following insurance is in effect with respect to the Property:
- (a) Physical hazard insurance on an "all risks" basis, covering the perils of fire, extended coverage, seepage and back-up of sewers and drains, in an amount (i) not less than the full replacement cost of the improvements and your contents, and (ii) sufficient to prevent you from becoming a co-insurer in any loss, and with a deductible satisfactory to us.
 - (b) Comprehensive public liability insurance covering claims for bodily injury, death and property damage, in an amount which we may reasonably require; the policy or policies shall include us as a named insured.
 - (c) Business interruption or loss of rent insurance in an amount not less than one year's rents.
 - (d) If requested, boiler explosion and machinery insurance, flood insurance and earthquake insurance in amounts which we may reasonably require.

All insurance shall be written by companies satisfactory to us, shall include a loss payable provision in our favor satisfactory to us, shall provide that the insurance may not be terminated, materially modified or allowed to lapse without at least twenty (20) days prior written notice to us, and shall provide that any loss shall be payable notwithstanding any act or negligence of yours which might otherwise result in forfeiture of such insurance. If we allow you to provide any insurance through blanket policies, you shall provide certificates setting forth the allocated Property coverages, the allocated Property liability limits and other informational breakdowns satisfactory to us. If we allow you to pay insurance premiums directly, you shall pay all premiums at least thirty (30) days prior to their due dates, and you shall also furnish proof of payment to us within ten (10) days after payment.

- I. Rent Roll/Leases/Estoppel Certificates. You shall furnish us with a current certified rent roll satisfactory to us. You shall also furnish us with current Leases. Prior to closing of the Loan and periodically thereafter upon our request, you shall also promptly furnish us with current Estoppel Certificates satisfactory to us, executed by each existing lessee (including all Required Rental lessees). The Estoppel Certificates required prior to closing of the Loan shall be dated not earlier than fifteen (15) days before the closing of the loan. The Estoppel Certificates required after closing of the Loan shall be dated not earlier than our request for such Certificates. All Estoppel Certificates shall be executed: (a) stating that: (i) the Lease is in full force and effect, (ii) the Lease has not been modified except as stated, (iii) the Lease constitutes the entire agreement between you and the lessee and (iv) all financial information provided by the lessee to you or us is and remains true and accurate, (b) identifying the commencement and termination dates of the Lease and the amount of the rent, (c)

acknowledging: (i) the assignment of the Lease and the irrevocable obligation to pay all rent to us until the Loan is fully paid and performed, and (ii) the obligation to provide us with updated Estoppel Certificates upon the reasonable request of you or us, (d) indicating that the lessee (i) has accepted possession of the leased premises, (ii) has not paid and will not pay rent more than thirty (30) days in advance, (iii) will not assign any interest in the Lease and (iv) is not aware of any default or right of setoff. If requested, the lessee shall enter into satisfactory Subordination, Non-Disturbance and Attornment Agreements with us.

- J. Authority. Within thirty (30) days after the Commitment Acceptance Date, you shall furnish us with satisfactory evidence of your authority to enter into the transaction contemplated by this Commitment; this evidence may include certified copies of articles of incorporation, certificate of good standing, authorizing resolution and partnership agreement.
- K. Opinion of Your Counsel. You shall furnish us with an opinion of your counsel on such matters as we may reasonably require, including an opinion to the effect that, as of the date of the closing of the Loan:
- (a) You are duly organized and authorized to do business in the state(s) in which the Property is located, and you have the power to enter into the Loan.
 - (b) There is no pending, and nothing has come to counsel's attention to indicate that there is any threatened, litigation or administrative action that could materially, adversely affect you or the Property.
 - (c) The Loan does not violate any provision of any law, and nothing has come to counsel's attention to indicate that the loan violates any restriction, charter, bylaw, or other document affecting you.
 - (d) The Loan is not usurious under applicable laws and regulations and the choice of law clauses are valid and enforceable.
 - (e) All documents evidencing and securing the Loan have been duly authorized, executed and delivered, constitute your valid and binding obligation, and are enforceable in accordance with their terms except as limited by applicable bankruptcy laws or other laws affecting creditors' rights.
 - (f) Nothing has come to counsel's attention to indicate that the operation, use and occupancy of the Property does not comply with all applicable requirements of federal, state and local law or restrictive covenant of record.
 - (g) Nothing has come to counsel's attention to indicate that any governmental license, permit or approval required for lawful operation, use and occupancy of the Property has not been obtained or is not in full force and effect.
 - (h) In the event of your insolvency, we will be entitled to continue to receive all Property rents and will not be obligated to return amounts received from any tenant to a trustee in bankruptcy.

- L. Certificate of Borrower. You shall furnish us with a certificate, dated as of the closing of the Loan, containing such representations as we may reasonably require, including the following:
- (a) You are duly organized and authorized to do business in the state(s) in which the Property is located, and you have the power to enter into the Loan.
 - (b) Your financial statements previously submitted to us and, to the best of your knowledge, the financial statements of any other party furnished to us; are true and correct in all material respects and fairly present the respective financial conditions of the subjects thereof as of the respective dates thereof. There has been no material adverse change in the financial conditions reflected in the financial statements since their effective dates.
 - (c) No litigation or administrative action is threatened or pending which could have a material, adverse affect upon you or the Property, and there are no facts or circumstances existing which could result in such litigation or administrative action.
 - (d) You are not in default in your authorization documents, the Loan documents or any agreement affecting you or the Property.
 - (e) You have obtained all governmental licenses, permits and approvals necessary to operate, use and occupy the Property.
 - (f) You are in compliance with all applicable requirements of federal, state and local law affecting you or the Property, including without limitation building and use ordinances and environmental protection statutes, and restrictive covenants of record.

It shall be an event of default under the Mortgage if any required representation is not true as of the date made.

- M. Costs, Fees and Taxes. All costs, fees and taxes relating to the Loan documents and closing documentation of this Loan, including without limitation counsel fees, architect fees, appraisal fees, surveyor fees, mortgage registration fees, title costs, recording fees and any revenue stamps and note or mortgage taxes, shall be paid by you whether or not the Loan is closed. You are responsible for any Loan brokerage fee in this matter, and you shall defend, indemnify and hold us harmless from and against any and all cost, claim, liability, damage or expense in connection with any of the foregoing.
- N. Inspection. We reserve the right to inspect the Property to determine whether or not relevant factors such as the location and condition of the Property are satisfactory. If the Property is not satisfactory, as determined in our sole discretion, we shall notify you in writing within thirty (30) days after the Commitment Acceptance Date. In that event, this Commitment shall terminate at our option and we shall return the Good Faith Deposit. If we do not notify you of our determination within the above time period, we shall have no rights under this paragraph.
- O. No Assignment. This Commitment and the Loan may not be assigned by you without our consent. With notice to you, we may assign this Commitment and/or the Loan.

- P. Closing. The Closing shall occur at a mutually convenient time and place to be determined, but in no event shall we be obligated to close the Loan prior to the Commitment Termination Date.
- Q. Arbitration. In the event the parties disagree as to whether or not a condition to closing the Loan has been satisfied, the dispute shall be settled by arbitration. The Commercial Arbitration Rules of the American Arbitration Association shall be followed, and judgement upon the ~~decision~~ rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- R. Time. Time is of the essence.
- S. Revocation/Termination. We reserve the right to revoke our offer at any time prior to acceptance, and to return the Good Faith Deposit and terminate this Commitment prior to the Commitment Termination Date if (a) you or any other entity whose management or financial capacity is material to our making the Loan is adjudicated bankrupt, (b) insolvency or reorganization proceedings are instituted by you or any other entity whose management or financial capacity is material to our making the Loan, (c) involuntary proceedings are instituted against you or any other entity whose management or financial capacity is material to our making the Loan and are not dismissed, or (d) any material adverse change shall occur with respect to the Property, you or any other entity whose management or financial capacity is material to our making the Loan.
- T. Amendment/Waiver. To be valid, any change in this Commitment or waiver of a condition must (a) be in writing and executed by the party to be bound, and (b) in the case of United, unless otherwise provided herein, be approved by the Mortgage Loan Investment Committee.
- U. Entire Agreement. This Commitment is the entire agreement between you and us, and supersedes all prior agreements and representations. No statements or representations, whether oral or written, which may have been made by us or an agent of ours with respect to the subject matter of this Commitment may be relied on unless specifically set forth herein.
- V. Photograph. You are to furnish us with an 8 x 10 inch color photograph of the subject Property.

MEMORANDUM OF LEASE

This Memorandum of Lease dated September 26, 1994 by and between FLLC, L.L.C., a Delaware Limited Liability Company, 1941 North Hawthorne Street, Melrose Park, IL, as Lessor, and Farley Candy Company, a Delaware corporation, 1945 West 31st Street, Chicago, IL, as Lessee:

WITNESSETH

WHEREAS, Lessor and Lessee have entered into a certain Lease dated September 26, 1994 (hereinafter referred to as "the Lease"), wherein and whereby Lessor has demised and leased to Lessee for a term of twenty (20) years the following described real estate, to wit: commonly known as 2005 West 43rd Street, Chicago, Illinois, Cook County, Illinois ("the Demised Premises") upon the terms and conditions and for the rental therein stated; and

WHEREAS, Lessor and Lessee wish to register notice of the Lease in the appropriate public records;

NOW, THEREFORE in consideration of the rental reserved in the Lease and other covenants and agreements on the part of the Lessor and Lessee contained therein, the parties hereto acknowledge and agree as follows:

1. Lessor has demised and leased to Lessee the Demised Premises, to have and to hold upon the rental terms, covenants and conditions contained in the Lease for a term of twenty (20) years. The commencement date of the Lease is September 26, 1994, and the expiration date is October 1, 2014.

This instrument is made and executed, and is to be recorded,

for the purpose of giving public notice of the Lease and of certain of the parties' rights thereunder. This instrument is subject in each and every respect to the terms, covenants and conditions contained in the Lease, as they may be amended from time to time, which said terms, covenants and conditions are incorporated herein by reference.

IT WITNESS WHEREOF Lessor and Lessee have duly caused this Memorandum of Lease to be executed as of the day and date first above written.

LESSOR:

FLLC, L. L. C.

By: Janis J. Law
Title: Administrative Member

LESSEE:

Farley Candy Company, a corporation

By: Michael S. Gotkin
Title: Senior Vice President/
General Counsel

This document was prepared by Michael S. Gotkin, Esquire.

After recording, please return to: Michael S. Gotkin
General Counsel
Farley Candy Company
4820 Searle Parkway
Skokie, IL 60077

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

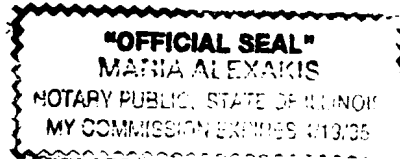
Acknowledgement

I do hereby certify that on this 12th day of September, 1994, before me, Maria Alexakis, a Notary Public, personally appeared Julie Laux, known to me to be the Administrative Member of FLLC, L. L. C., being first duly sworn did depose and say that she is the Administrative Member of the corporation described in and which executed the foregoing instrument, that the seal affixed to said instrument is the corporate seal of said corporation; that, on behalf of said corporation by order of its Board of Directors, they signed, sealed and delivered said instrument for the uses and purposes herein set forth as its and their free and voluntary acts; and that they signed their names thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and special seal the day and year in this certificate first above written.

Maria Alexakis

* * * * *



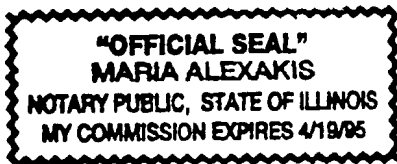
STATE OF ILLINOIS)
)
COUNTY OF COOK)

Acknowledgement

I do hereby certify that on this 12th day of September, 1994, before me, Maria Alexakis, a Notary Public, personally appeared Michael Gotkin, known to me to be the Senior Vice President and General Counsel of Farley Candy Company, who being first duly sworn did depose and say that he is the Senior Vice President and General Counsel of Farley Candy Company, the corporation described in and which executed the foregoing instrument, that the seal affixed to said instrument is the corporate seal of said corporation; that, on behalf of said corporation by order of its Board of Directors, they signed, sealed and delivered said instrument for the uses and purposes herein set forth as its and their free and voluntary acts; and that they signed their names thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and special seal the day and year in this certificate first above written.

Maria Alexakis



DESCRIPTION OF THE PREMISES

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL THAT PARCEL OF LAND SITUATED IN THE CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 33.0 FEET OF THE NORTHWEST 1/4 OF SECTION 6, AFORESAID, AND THE WEST LINE OF THE EAST 895.0 FEET OF SAID NORTHWEST 1/4; THENCE NORTHERLY, ALONG SAID WEST LINE, 428.64 FEET TO A POINT IN A CURVED LINE BEING A SEGMENT OF A LINE DESCRIBED AS BEGINNING AT A POINT 337.10 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 AND 516.10 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE WESTERLY 357.0 FEET TO A POINT 694.10 FEET WEST OF SAID EAST LINE AND 509.90 FEET NORTH OF SAID SOUTH LINE; THENCE SOUTHWESTERLY ALONG A CURVE, CONVEX NORTHWESTERLY, HAVING A RADIUS OF 480 FEET TO A POINT 1096.0 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4, AFORESAID, AND 278.0 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4, AFORESAID; THENCE EASTERLY ALONG SAID CURVED LINE FOR AN ARC DISTANCE OF 207.99 FEET TO THE POINT HEREINBEFORE MENTIONED AS 694.10 FEET WEST OF SAID EAST LINE AND 509.9 FEET NORTH OF SAID SOUTH LINE; THENCE WESTERLY 239.90 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE BEING A SEGMENT OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 6, 574.15 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WESTWARDLY ON A STRAIGHT LINE A DISTANCE OF 683.96 FEET TO A POINT 572.63 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 6; THENCE BY A CURVE CONVEX TO THE NORTH AND WEST AND HAVING A RADIUS OF 528.7 FEET A DISTANCE OF 665.47 FEET TO A POINT; THENCE ON A STRAIGHT LINE TANGENT TO THE AFORESAID CURVE A DISTANCE OF 180.76 FEET TO A POINT IN THE NORTH LINE OF 43RD STREET; THENCE SOUTH 33 FEET TO THE SOUTH LINE OF SAID SOUTH 1/2 OF SAID SOUTHEAST 1/4; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE, AN ARC DISTANCE OF 362.61 FEET TO ITS INTERSECTION WITH A LINE PERPENDICULAR TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 6, AFORESAID, DRAWN THROUGH A POINT 280.0 FEET WEST OF THE POINT OF BEGINNING; THENCE SOUTH, ALONG SAID PERPENDICULAR LINE, 212.26 FEET TO THE NORTH LINE OF THE SOUTH 33.0 FEET OF THE NORTHWEST 1/4, AFORESAID; THENCE EAST, ALONG SAID NORTH LINE, 280.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 360 FEET OF THE EAST 895 FEET OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 33.0 FEET THEREOF AND LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 337.10 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 AND 516.0 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE WESTERLY 357.0 FEET TO A POINT 694.10 FEET WEST OF SAID EAST LINE AND 509.90 FEET NORTH OF SAID SOUTH LINE; THENCE SOUTHWESTERLY ALONG A CURVE CONVEX NORTHWESTERLY HAVING A RADIUS OF 480.0 FEET, TO A POINT 1096.0 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 AFORESAID AND 278.0 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS

PARCEL 1:

ALL THAT PARCEL OF LAND SITUATED IN THE CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 33.0 FEET OF THE NORTHWEST 1/4 OF SECTION 6, AFORESAID, AND THE WEST LINE OF THE EAST 895.0 FEET OF SAID NORTHWEST 1/4; THENCE NORTHERLY, ALONG SAID WEST LINE, 428.64 FEET TO A POINT IN A CURVED LINE BEING A SEGMENT OF A LINE DESCRIBED AS BEGINNING AT A POINT 337.10 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 AND 516.10 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE WESTERLY 357.0 FEET TO A POINT 694.10 FEET WEST OF SAID EAST LINE AND 509.90 FEET NORTH OF SAID SOUTH LINE; THENCE SOUTHWESTERLY ALONG A CURVE, CONVEX NORTHWESTERLY, HAVING A RADIUS OF 480 FEET TO A POINT 1096.0 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4, AFORESAID, AND 278.0 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4, AFORESAID; THENCE EASTERLY ALONG SAID CURVED LINE FOR AN ARC DISTANCE OF 207.99 FEET TO THE POINT HEREINBEFORE MENTIONED AS 694.10 FEET WEST OF SAID EAST LINE AND 509.9 FEET NORTH OF SAID SOUTH LINE; THENCE WESTERLY 239.90 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE BEING A SEGMENT OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 6, 574.15 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WESTWARDLY ON A STRAIGHT LINE A DISTANCE OF 683.96 FEET TO A POINT 572.63 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 6; THENCE BY A CURVE CONVEX TO THE NORTH AND WEST AND HAVING A RADIUS OF 528.7 FEET A DISTANCE OF 665.47 FEET TO A POINT; THENCE ON A STRAIGHT LINE TANGENT TO THE AFORESAID CURVE A DISTANCE OF 180.78 FEET TO A POINT IN THE NORTH LINE OF 43RD STREET; THENCE SOUTH 33 FEET TO THE SOUTH LINE OF SAID SOUTH 1/2 OF SAID SOUTHEAST 1/4; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE, AN ARC DISTANCE OF 362.61 FEET TO ITS INTERSECTION WITH A LINE PERPENDICULAR TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 6, AFORESAID, DRAWN THROUGH A POINT 280.0 FEET WEST OF THE POINT OF BEGINNING; THENCE SOUTH, ALONG SAID PERPENDICULAR LINE, 212.26 FEET TO THE NORTH LINE OF THE SOUTH 33.0 FEET OF THE NORTHWEST 1/4, AFORESAID; THENCE EAST, ALONG SAID NORTH LINE, 280.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 360 FEET OF THE EAST 895 FEET OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 33.0 FEET THEREOF AND LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 337.10 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 AND 516.0 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE WESTERLY 357.0 FEET TO A POINT 694.10 FEET WEST OF SAID EAST LINE AND 509.90 FEET NORTH OF SAID SOUTH LINE; THENCE SOUTHWESTERLY ALONG A CURVE CONVEX NORTHWESTERLY HAVING A RADIUS OF 480.0 FEET, TO A POINT 1096.0 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 AFORESAID AND 278.0 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST

1/4 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF WEST 43RD STREET, BEING 33.0 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 AND 360.0 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH PARALLEL TO THE EAST LINE OF THE NORTHWEST 1/4, 447.0 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF THE NORTHWEST 1/4 175.0 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF THE NORTHWEST 1/4 447.0 FEET TO THE NORTH LINE OF WEST 43RD STREET; THENCE EAST ON THE NORTH LINE OF WEST 43RD STREET, 175.0 FEET TO THE POINT OF BEGINNING, IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE EAST 360.0 FEET OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID EAST 360.0 FEET, 463.0 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 6, AFORESAID TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4, 544.5 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, AFORESAID, (EXCEPT THEREFROM THAT PART LYING EAST OF THE EASTERLY LINE OF THE SOUTH DAMEN AVENUE VIADUCT; AND EXCEPT THE SOUTH 33 FEET OF SAID NORTHWEST 1/4) IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE NORTH 250 FEET OF THE FOLLOWING DESCRIBED TRACT: THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTH LINE AND 73 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH ON A LINE AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 750 FEET; THENCE WEST ALONG A LINE PARALLEL TO AND 783 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 120 FEET; THENCE NORTH AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, A DISTANCE OF 750 FEET; THENCE EAST 120 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE NORTH 250 FEET (AS MEASURED ON THE WEST LINE THEREOF) OF THE FOLLOWING DESCRIBED TRACT: THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4, 33 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST ON A LINE 33 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4, 73.0 FEET; THENCE SOUTH AT RIGHT ANGLES TO LAST DESCRIBED LINE 750.0 FEET TO A LINE 783.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE EAST ALONG SAID PARALLEL LINE 77.80 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 6; THENCE NORTH ALONG SAID EAST LINE

750.02 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTH LINE AND 73 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH ON A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 750 FEET; THENCE WEST ALONG A LINE PARALLEL TO AND 783 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 120 FEET; THENCE NORTH AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE A DISTANCE OF 750 FEET; THENCE EAST 120 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE NORTH 250 FEET THEREOF); ALL IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THE SOUTH 285.0 FEET OF THE NORTH 535.0 FEET (AS MEASURED ON THE WEST LINE THEREOF) OF THE FOLLOWING DESCRIBED TRACT: THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 33 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST ON A LINE 33 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4, 73.0 FEET; THENCE SOUTH AT RIGHT ANGLES TO LAST DESCRIBED LINE, 750.0 FEET TO A LINE 783.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE EAST ALONG SAID PARALLEL LINE 77.80 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 6; THENCE NORTH ALONG SAID EAST LINE 750.02 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 33 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST ON A LINE 33 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4, 73.0 FEET; THENCE SOUTH AT RIGHT ANGLES TO LAST DESCRIBED LINE 750.0 FEET TO A LINE 783.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE EAST ALONG SAID PARALLEL LINE 77.80 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 6; THENCE NORTH ALONG SAID EAST LINE 750.02 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE NORTH 535.0 FEET, AS MEASURED ON THE WEST LINE THEREOF); IN COOK COUNTY, ILLINOIS.

PARCEL 10:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AT A POINT OF INTERSECTION WITH A LINE 783.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF

SAID SOUTHWEST 1/4 OF SECTION 6 AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST 1/4 AFORESAID, A DISTANCE OF 160.40 FEET; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE WHICH IS CONVEX TO THE SOUTHEAST AND HAS A RADIUS OF 439.28 FEET, A DISTANCE OF 177.54 FEET TO A POINT 103.71 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 26.02 FEET TO A POINT 122.93 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE WHICH IS CONVEX TO THE SOUTHEAST, AND HAS A RADIUS OF 513.75 FEET AND IS TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 61.73 FEET TO A POINT 170.91 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 17.71 FEET TO A POINT ON THE EASTERLY LINE OF THE DAMEN AVENUE OVERPASS, WHICH POINT IS 185.32 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE NORTHWARDLY ALONG SAID EASTERLY LINE OF THE DAMEN AVENUE OVERPASS, BEING AN ARC OF A CIRCLE WHICH IS CONVEX TO THE WEST AND HAS A RADIUS OF 1966.50 FEET, A DISTANCE OF 271.32 FEET TO A POINT 226.30 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE WHICH IS CONVEX TO THE SOUTHEAST AND HAS A RADIUS OF 473.00 FEET, A DISTANCE OF 54.50 FEET TO A POINT 204.43 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE WHICH IS CONVEX TO THE SOUTHEAST, HAS A RADIUS OF 197.74 FEET AND IS TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.44 FEET TO ITS INTERSECTION WITH THE AFORESAID LINE WHICH IS 783.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6 AND THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 193.10 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

THAT PART OF THE WEST 233 FEET OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHEAST 1/4, 233 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4, 617 FEET; THENCE SOUTHWESTERLY ALONG A CURVE, CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 521.67 FEET, A DISTANCE OF 435.24 FEET TO A POINT WHICH IS 8.50 FEET NORTHWESTERLY OF THE CENTER LINE OF TRACK, 999.21 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 6 AND 50 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 6; THENCE NORTH ALONG A LINE 50 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 AFORESAID, 246.94 FEET TO A POINT 8.50 FEET SOUTHEASTERLY FROM CENTER LINE OF TRACK; THENCE NORTHEASTERLY ALONG A CURVED LINE, CONVEX EASTERLY HAVING A RADIUS OF 765 FEET, A DISTANCE OF 136.66 FEET TO A POINT 68.30 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4, 8.50 FEET EAST OF THE CENTER LINE OF TRACK AND 617 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH ALONG A LINE 8.50 FEET EAST OF AND PARALLEL WITH CENTER LINE OF TRACK, A DISTANCE OF 617 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 6; THENCE EAST ALONG SAID NORTH LINE, 165.72 FEET TO THE POINT OF BEGINNING (EXCEPT THE NORTH 33 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

EXHIBIT A

PARCEL 1 OF 11	PIN 2006100097-0000
PARCEL 2 OF 11	PIN 2006100083-0000
PARCEL 3 OF 11	PIN 2006100081-0000
PARCEL 4 OF 11	PIN 2006100092-0000
PARCEL 5 OF 11	PIN 2006301004-0000
PARCEL 6 OF 11	PIN 2006301009-0000
PARCEL 7 OF 11	PIN 2006301005-0000
PARCEL 8 OF 11	PIN 2006301007-0000
PARCEL 9 OF 11	PIN 2006301010-0000
PARCEL 10 OF 11	PIN 2006301014-0000
PARCEL 11 OF 11	PIN 2006400022-0000