

Exhibit 4

ANTOIN S. REZKO

December 5, 2007

Via Electronic Mail

Mr. Mohammad Al-Miqdadi
Orifarm, S.A.
3B Boulevard Prince Henri, L - 1724
Luxembourg

Re: Direction for Cash Purchase Price

Dear Mohammad:

Pursuant to Section 1(b)(iii) of the Unit Purchase Agreement, I hereby direct that the entire \$3.8 million cash consideration be wired directly to the Freeborn & Peters LLP Client Trust Account. Wire instructions are as follows:

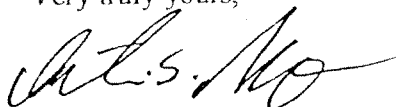
SEND TO:
THE NORTHERN TRUST COMPANY
50 SOUTH LASALLE STREET
CHICAGO, ILLINOIS 60675
SWIFT CODE: CNOR US 44

FOR CREDIT TO: FREEBORN & PETERS
CLIENT TRUST ACCOUNT

ACCOUNT NO. 615560

NOTIFY UPON RECEIPT: DONNA CANNON @ 312/360-6241

Very truly yours,



Antoin Rezko

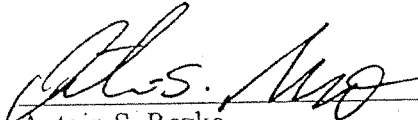
EXHIBIT 4

MT PROPERTY HOLDINGS, LLC
ASSIGNMENT OF MEMBERSHIP INTERESTS

ASSIGNMENT

For value received, the undersigned, Antoin S. Rezko ("Assignor"), hereby sells, assigns and transfers to Orifarm, S.A. (the "Assignee"), 18.6698 Class B Units in MT PROPERTY HOLDINGS, LLC an Illinois limited liability company, together with all rights, benefits, titles and interests accruing thereunder at any time and from time to time, including, without limitation, any and all rights to receive distributions on account of such Units and all voting rights. Capitalized terms not defined herein shall have the meaning ascribed to them in the Amended and Restated Operating Agreement of the Company effective as of January 1, 2006 (as amended from time to time).

Date: _____



Antoin S. Rezko

ACCEPTANCE

The Assignee hereby accepts the assignment of the above Units in the Company.

Date: _____

ORIFARM, S.A.

By: _____

Its: _____

UNIT PURCHASE AGREEMENT

THIS UNIT PURCHASE AGREEMENT (this "Agreement"), dated as of December _____, 2007, is between Orifarm S.A., a Luxembourg corporation, with a principal place of business located at 3B Boulevard Prince Henri, L - 1724 Luxembourg ("Buyer"), and Antoin J. Rezko, an Illinois resident residing at 1250 Chestnut Avenue, Wilmette, Illinois 60091 ("Seller").

RECITALS

A. Pursuant to that certain promissory note (the "Note") dated July 24, 2007, General Mediterranean Holding, S.A. ("GMH") an affiliate of Buyer, loaned \$200,000.00 to Seller (the "Loan"), subject to the terms and conditions contained therein.

B. Seller and Buyer desire to enter into this Agreement pursuant to which Buyer will purchase from the Seller, and the Seller will sell to Buyer, 18.6698 Class B Units (the "Interests") of MT Property Holdings, LLC, an Illinois limited liability company, (the "Company") in exchange for (i) GMH's forgiveness of the Loan; (ii) Buyer's payment to Seller of the sum of Three Million Eight Hundred Thousand and No/100 Dollars (\$3,800,000.00); and (iii) certain other consideration set forth herein.

AGREEMENT

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Purchase and Sale of the Interests.

- (a) Basic Transaction. Seller agrees to sell and Buyer agrees to buy, the Interests for the Purchase Price (as defined below) upon the terms and subject to the conditions set forth herein. The effect of such sale is that the Seller hereby irrevocably assign and deliver to the Buyer (or Buyer's assigns) all of Seller's right, title and interest in the Interests, including all rights to any distributions thereon, free of liens or encumbrances, and that Buyer becomes the sole Member of the Company subject to the terms of the Operating Agreement of MT Property Holdings, LLC, as amended, (the "Operating Agreement").
- (b) Purchase Price. At Closing (as hereinafter defined), Buyer shall provide Seller the following as consideration for the Interests (collectively, the "Purchase Price"):
- (i) Loan Forgiveness. That certain Loan Forgiveness Agreement in the form attached hereto as Exhibit A, providing for the forgiveness of the Loan.
 - (ii) Cash Consideration. The sum of Three Million Eight Hundred Thousand and No/100 Dollars (\$3,800,000.00) to be paid directly to Seller or

pursuant to the written direction of Buyer delivered to Seller not less than two (2) business days prior to the Closing Date (as hereinafter defined).

- (c) Deliveries at Closing. At the Closing, Seller will deliver or cause to be delivered to Buyer an executed assignment of Units in a form reasonably acceptable to Buyer.
- (d) The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on December _____, 2007 or such other date as the Buyer and the Seller may mutually determine (the "Closing Date").

2. **Representations and Warranties**. The Seller represents and warrants to the Buyer that, to the Seller's Knowledge (as hereinafter defined), the statements contained in this Section 2 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 2), except as set forth in the Disclosure Schedule delivered by the Seller to the Buyer on the date hereof and initialed by Buyer and Seller (the "Disclosure Schedule"). Nothing in the Disclosure Schedule shall be deemed adequate to disclose an exception to a representation or warranty made herein, however, unless the Disclosure Schedule identifies the exception with reasonable particularity. For purposes of this Agreement, the Seller will be deemed to have "Knowledge" of a particular fact or other matter only if: (a) the Seller is actually aware of that fact or matter; and (b) neither Buyer nor Mohammed Al Miqdadi has been provided with written notice of that fact or matter. The Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this Section 2.

- (a) Seller is the record owner and holder of the Interests and Seller has not previously assigned, transferred, hypothecated, or in any other manner disposed of or encumbered all or any part of the Interests or any rights relating thereto.
- (b) Seller owns the Interests free and clear of all restrictions on transfers, liens, taxes, encumbrances, security agreements, security interests, options, claims, community property interests, conditions, equitable interests, charges, or restrictions of any other person or entity.
- (c) The Interests represent Seller's only interest in the Company and Seller's sole remaining interest, direct or indirect, in RDD (as hereinafter defined) and the approximately sixty-two (62) acres of unimproved land with the approximate boundaries of 16th Street on the South, Roosevelt Road on the North, the Chicago River on the West and Clark Street on the East, located in the City of Chicago, County of Cook and State of Illinois (the "Property"). Seller is not the beneficiary of any right of first refusal, preemptive right or other right to acquire an interest of the Company or any other equity interest in the Company.
- (d) All of the representations and warranties contained in this Section 2 and elsewhere in this Agreement are true and correct on the date of this Agreement.
- (e) The Seller has full power and authority to execute and deliver this Agreement and to perform his obligations hereunder. This Agreement constitutes the valid and

legally binding obligation of the Seller, enforceable in accordance with its terms and conditions. The Seller need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

- (f) Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (A) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Seller is subject or (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which the Seller is a party or by which he is bound or to which any of his assets is subject.
- (g) Attached hereto as Exhibit B and made a part hereof, is a true and correct copy of the Operating Agreement.
- (h) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation. The Company is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required. The Company has full corporate power and authority and all licenses, permits, and authorizations necessary to carry on the businesses in which it is engaged and to own and use the properties owned and used by it. Section 2(h) of the Disclosure Schedule lists the members of the Company. The Company does not have any managers or officers. The Company is not in default under or in violation of any provision of its articles or organization or the Operating Agreement.
- (i) The entire authorized membership interests of the Company consist of 100 Class B Units (the "MT Units"), all of which are issued and outstanding. The MT Units have been duly authorized, are validly issued, fully paid, and nonassessable, and are held of record by the parties as set forth in Section 2(i) of the Disclosure Schedule. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require the Company to issue, sell, or otherwise cause to become outstanding any of its membership interests. There are no outstanding or authorized profit participation, or similar rights with respect to the Company. There are no voting trusts, proxies, or other agreements or understandings with respect to the voting of the membership interests of the Company.
- (j) The Company has no liabilities (and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against any of them giving rise to any liabilities), except for liabilities set forth on Section 2(j) of the Disclosure Schedule (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of law).

- (k) The Company has complied with all applicable laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder) of federal, state, local, and foreign governments (and all agencies thereof), and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against any of them alleging any failure so to comply.

- (l) Tax Matters.
 - (i) All taxes owed by the Company (whether or not shown on any tax return) have been paid. No claim has ever been made by an authority in a jurisdiction where the Company does not file Tax Returns that it is or may be subject to taxation by that jurisdiction;

 - (ii) The Company has withheld and paid all taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party;

 - (iii) Neither Seller nor any member or manager (or employee responsible for tax matters) of the Company expects any authority to assess any additional taxes for any period for which Tax Returns have been filed. There is no dispute or claim concerning any tax liability of the Company either (A) claimed or raised by any authority in writing or (B) as to which any of Seller and the managers and members (and employees responsible for tax matters) of the Company has knowledge based upon personal contact with any agent of such authority. No federal, state, local, or foreign income Tax Returns have been filed with respect to the Company for taxable periods ended on or after December 31, 2006. No federal, state, local, or foreign income Tax Returns have been audited, and indicates none of those aforementioned Tax Returns are currently the subject of audit. There are no examination reports or statements of deficiencies assessed against or agreed to by the Company since December 31, 2006;

 - (iv) The Company has not waived any statute of limitations in respect of taxes or agreed to any extension of time with respect to a tax assessment or deficiency;

- (m) The Company does not own, lease or sublease any real property.

- (n) Section 2(n) of the Disclosure Schedule lists the following contracts and other agreements to which the Company is a party:
 - (i) any agreement (or group of related agreements) for the lease of personal property to or from any person;

- (ii) any agreement (or group of related agreements) for the purchase or sale of raw materials, commodities, supplies, products, or other personal property, or for the furnishing or receipt of services;
- (iii) any agreement concerning a partnership or joint venture;
- (iv) any agreement (or group of related agreements) under which it has created, incurred, assumed, or guaranteed any indebtedness for borrowed money, or any capitalized lease obligation;
- (v) any agreement concerning confidentiality or non-competition;
- (vi) any agreement with the Seller or any affiliate of the Seller;
- (vii) any profit sharing, stock option, stock purchase, stock appreciation, deferred compensation, severance, or other material plan or arrangement for the benefit of its current or former directors, officers, and employees;
- (viii) any collective bargaining agreement;
- (ix) any agreement for the employment of any individual on a full time, part time, consulting, or other basis;
- (x) any agreement under which it has advanced or loaned any amount to any of its members, managers, directors, officers, and employees; or
- (xi) any agreement under which the consequences of a default or termination could have a material adverse effect on the business, financial condition, operations, results of operations, or future prospects of the Company.

The Seller has delivered to the Buyer a correct and complete copy of each written agreement listed in Section 2(n) of the Disclosure Schedule (as amended to date) and a written summary setting forth the terms and conditions of each oral agreement referred to in Section 2(n) of the Disclosure Schedule. With respect to each such agreement: (A) the agreement is legal, valid, binding, enforceable, and in full force and effect; (B) the agreement will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated hereby; (C) no party is in breach or default, and no event has occurred which with notice or lapse of time would constitute a breach or default, or permit termination, modification, or acceleration, under the agreement; and (D) no party has repudiated any provision of the agreement.

- (o) There are no outstanding powers of attorney executed on behalf of the Company.

- (p) Section 2(p) of the Disclosure Schedule sets forth each instance in which the Company (i) is subject to any outstanding injunction, judgment, order, decree, ruling, or charge or (ii) is a party or, to the knowledge of Seller is threatened to be made a party to any action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator. None of the actions, suits, proceedings, hearings, and investigations set forth in Section 2(p) of the Disclosure Schedule could result in any material adverse change in the business, financial condition, operations, results of operations, or future prospects of the Company. Seller has no reason to believe that any such action, suit, proceeding, hearing, or investigation may be brought or threatened against the Company.
- (q) The Company does not currently have any employees. A list of all former employees of the Company is attached hereto as Section 2(q) of the Disclosure Schedule.
- (r) Employee Benefit Plans; Labor Matters.
- (i) With respect to each employee benefit plan, program, arrangement or contract (including, without limitation, any (x) "employee benefit plan," as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (y) any medical, hospital, disability, salary continuation, leave of absence, educational assistance, pension, and retirement plan, program, arrangement or contract and (z) and any bonus, deferred compensation, stock bonus, stock purchase, restricted stock, stock option, employment, termination, change in control and severance plan, program, arrangement and contract) to which the Company is or was a party, which is or was maintained or contributed to by the Company (the "Company Benefit Plans"), each such Company Benefit Plan is listed on Section 2(r) of the Disclosure Schedule.
- (ii) With respect to the Company Benefit Plans, no event has occurred and there exists no condition or set of circumstances, in connection with which the Company would be subject to any liability under ERISA, the Internal Revenue Code (the "Code") or any other applicable law which, individually or in the aggregate, would reasonably be expected to have a material adverse effect on the Company.
- (iii) The Company is not a party to any collective bargaining or other labor union contracts and no collective bargaining agreement is being negotiated by the Company. There is no pending labor dispute, strike or work stoppage against the Company. There is no pending charge or complaint against the Company by the National Labor Relations Board or any comparable state agency.

- (iv) As of the date hereof, there is no pending or threatened litigation relating to the Company Benefit Plans.
- (v) Except as set forth on Section 2(r) of the Disclosure Schedule, neither the execution of this Agreement, nor the consummation of the transactions contemplated hereby will (w) entitle any employees of the Company to severance pay or any increase in severance pay upon any termination of employment after the date hereof, (x) accelerate the time of payment or vesting or result in any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable or result in any other material obligation pursuant to, any of the Company Benefit Plans, (y) limit or restrict the right of the Company or, after the consummation of the transactions contemplated hereby, to merge, amend or terminate any of the Company Benefit Plans or (z) result in payments under any of the Company Benefit Plans which would not be deductible under Section 280G of the Code.
- (s) The Company is not a guarantor or otherwise is liable for any liability or obligation (including indebtedness) of any other person.
- (t) The Seller and its affiliates do not own any asset, tangible or intangible, which are used in the business of the Company.
- (u) The representations and warranties contained in this Section 2 do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Section 2 not misleading.

3. **Indemnification.** The representations and warranties set forth in Section 2 of this Agreement shall survive the closing of the transaction contemplated by this Agreement. Seller hereby agrees to indemnify, defend and hold Buyer harmless from or against any and all claims, actions or causes of action, encumbrances, suits, demands, assessments, judgments, losses, liabilities, damages, obligations, costs and expenses (including, without limitation, reasonable attorneys' fees to the extent permitted by law, and accounting fees and investigation costs) that may be suffered, sustained, incurred or required to be paid by any party arising out of, or relating to any breach of any representation or warranty contained in Section 2 or any covenant, obligation or agreement contained herein. In addition, notwithstanding any provision to the contrary contained herein or in the Operating Agreement, Seller hereby agrees to indemnify, defend and hold the Company and Buyer harmless from or against any and all claims, actions or causes of action, encumbrances, suits, demands, assessments, judgments, losses, liabilities, damages, obligations, costs and expenses (including, without limitation, reasonable attorneys' fees to the extent permitted by law, and accounting fees and investigation costs) that may be suffered, sustained, incurred or required to be paid by the Buyer or the Company arising out of, or relating to any matter disclosed on Section 2(p) of the Disclosure Schedule.

4. **Acknowledgement of Ongoing Negotiations.** By entering into this Agreement, Seller expressly acknowledges that Riverside District Development, LLC ("RDD") has been negotiating the sale of the Property with, among others, the DeBartolo Group, U.S. Equities, Shelbourne Development, and Garrett Kelleher. These negotiations are ongoing and may result in an agreement for sale of the Property at any time with these parties or with others. By entering into this Agreement, Seller agrees to forego the proceeds and benefits (if any) that may result from these or future negotiations and expressly acknowledge that Seller is selling the Interests knowing that a sale could take place at any time.

5. **Other Acknowledgements.** Seller has considered and expressly agrees to each of the following:

- (a) Seller has not relied upon any representation of any party, including (i) Buyer; (ii) the Company, (iii) RDD; (iv) General Mediterranean Holdings, SA; or (v) or any of the foregoing parties' attorneys, agents or other representatives concerning the nature, value or extent of the Interests, the Property, or the status of the ongoing efforts to sell the Property.
- (b) No person or entity has promised or induced Seller to enter into this Agreement except as expressly set forth herein.
- (c) Seller has entered into this Agreement voluntarily and without reliance on any statement or representation by anyone, except as set forth herein.
- (d) Seller desires no additional information from Buyer or the other entities involved in order to evaluate the transaction contemplated by this Agreement.
- (e) Seller has read and individually, or with the assistance of legal counsel, fully understand the transaction contemplated by this Agreement and the meaning of its provisions.
- (f) Seller is legally competent to execute this Agreement and to accept full responsibility therefor.

6. **Waiver of Distributions.** Seller waives, as of the closing, any right, interest or title Seller may have to any distributions, whether or not declared or otherwise accrued, on the Interests.

7. **Release.** By entering into this Agreement, Seller hereby fully and forever waives, releases, and discharges, and covenants not to sue (i) Buyer; (ii) the Company; (iii) RDD; (iv) GMH; (v) all past and present officers, members, creditors, agents, employees, independent contractors, partners, accountants, advisors, and investors in the foregoing; and/or (vi) the respective predecessors, successors, assigns, subsidiaries, affiliates, heirs, executors, and administrators of all the foregoing (hereinafter collectively referred to as the "Released Parties") with respect to any and all claims, demands, promises, or causes of action of any nature whatsoever, whether known or unknown, foreseen or unforeseen, and whether or not in litigation, which Seller ever had or may have, or which could be asserted by Seller or by another on Seller's behalf. Further, Seller covenants that he will not bring, assert, claim, or prosecute

any action, lawsuit, or legal or other proceedings of any kind whatsoever against any of the Released Parties. The release made pursuant to this Section 8 shall include, but shall not be limited to, any and all claims against the Released Parties for amounts owed to Seller pursuant to employment, services, management, or other agreements.

8. Miscellaneous.

- (a) *Successors and Assigns.* This Agreement is binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- (b) *Severability.* In the event that any portion of this Agreement is held to be invalid or unenforceable for any reason, the parties agree that said invalidity or unenforceability shall not affect the other portions of this Agreement and that the remaining covenants, terms and conditions or portions hereof shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable and enforceable.
- (c) *Revocation of Earlier Agreements.* Any and all prior agreements relating to the transfer of the Interests made and entered between the parties herein, whether individually or collectively, are hereby revoked and terminated. This Agreement supersedes any prior agreements between the parties hereto on this subject.
- (d) *Arm's Length Negotiation and Counsel.* Seller acknowledges that Seller has negotiated the terms of this Agreement in an arm's length negotiation and have made an independent evaluation that the Purchase Price is fair and equitable. SELLER FURTHER ACKNOWLEDGES THAT HE WAS EITHER REPRESENTED BY COUNSEL OF HIS CHOICE OR WAS ADVISED TO SEEK THE ADVICE OF COUNSEL IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.
- (e) *Confidentiality.* The Seller will treat and hold any information concerning the businesses and affairs of the Company that is not already generally available to the public ("Confidential Information") as such, refrain from using any of the Confidential Information except in connection with this Agreement, and deliver promptly to the Buyer or destroy, at the request and option of the Buyer, all tangible embodiments (and all copies) of the Confidential Information which are in his possession. In the event that the Seller is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, the Seller will notify the Buyer promptly of the request or requirement so that the Buyer may seek an appropriate protective order or waive compliance with the provisions of this Section 8(e). If, in the absence of a protective order or the receipt of a waiver hereunder, the Seller is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, the Seller may disclose the Confidential Information to the tribunal; provided, however, that the disclosing Seller shall use his or its reasonable best efforts to obtain, at the reasonable request of the Buyer,

an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as the Buyer shall designate. The foregoing provisions shall not apply to any Confidential Information which is generally available to the public immediately prior to the time of disclosure

- (f) *Counterparts; Facsimile.* This Agreement may be executed in separate counterparts (including by means of facsimile), each of which is deemed to be an original and all of which taken together constitute one and the same agreement. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine, shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.
- (g) *Governing Law.* This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.
- (h) *Expenses.* Buyer and Seller will each bear his or its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. The Seller agrees that Buyer has not borne and will not bear any of the Seller's costs and expenses (including any of their legal fees and expenses) in connection with this Agreement or any of the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BUYER: ORIFARM S.A.

By: _____
Its: _____

SELLER:



ANTOIN S. REZKO

EXHIBIT A

LOAN FORGIVENESS AGREEMENT

LOAN FORGIVENESS AGREEMENT

THIS LOAN FORGIVENESS AGREEMENT (this "Agreement") is made by General Mediterranean Holding SA, a Luxembourg corporation (the "Lender") and Antoin S. Rezko, an Illinois resident (the "Borrower").

A. Pursuant to that certain promissory note (the "Note") dated July 24, 2007, Lender has loaned \$200,000 to Borrower (the "Loan"), subject to the terms and conditions contained therein.

B. Pursuant to that certain Unit Purchase Agreement, dated December ____, 2007 (the "Unit Purchase Agreement"), Orifarm S.A., an affiliate of Lender ("Orifarm"), has agreed to acquire from Borrower and Borrower has agreed to transfer to Orifarm certain Class B Units (the "Interests") of MT Property Holdings, LLC, an Illinois limited liability company in consideration of the forgiveness by Lender of the Loan and other consideration, as set forth in the Unit Purchase Agreement.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Immediately upon execution of this Agreement, Lender shall be conclusively deemed to have forgiven the Loan in their entirety, released any and all collateral with respect thereto, and fully released Borrower from any and all covenants, agreements and obligations under the Notes and any other documents evidencing the Loan. Without limiting the generality of the foregoing, Lender acknowledges and agrees that upon such forgiveness and release, Lender shall have no right to receive repayment from Borrower of any principal or interest on the Loan, or any loan fee or similar payment on account of the Loan.

2. Notwithstanding the foregoing, to the extent the Unit Purchase Agreement or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or any consideration received thereunder is required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Loan or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment, proceeds or other consideration for the forgiveness of such Loan had not been received by Lender.

3. This Agreement may be signed by facsimile and/or in counterpart and the delivery of the executed facsimiles shall constitute the delivery of the executed original.

IN WITNESS WHEREOF, the parties have entered into this Loan Forgiveness Agreement as of December ____, 2007.

[End of Text – Execution Page to Follow]

SIGNATURE PAGE TO
LOAN FORGIVENESS AGREEMENT

ANTOIN S. REZKO

GENERAL MEDITERRANEAN HOLDING SA,
a Luxembourg corporation

By: _____

Its: _____

GMH-00000377

EXHIBIT B

Amended and Restated Operating Agreement

of

MT Property Holdings, LLC

[SEE ATTACHED]

LOAN FORGIVENESS AGREEMENT

THIS LOAN FORGIVENESS AGREEMENT (this "Agreement") is made by General Mediterranean Holding SA, a Luxembourg corporation (the "Lender") and Antoin S. Rezko, an Illinois resident (the "Borrower").

A. Pursuant to that certain promissory note (the "Note") dated July 24, 2007, Lender has loaned \$200,000 to Borrower (the "Loan"), subject to the terms and conditions contained therein.

B. Pursuant to that certain Unit Purchase Agreement, dated December _____, 2007 (the "Unit Purchase Agreement"), Orifarm S.A., an affiliate of Lender ("Orifarm"), has agreed to acquire from Borrower and Borrower has agreed to transfer to Orifarm certain Class B Units (the "Interests") of MT Property Holdings, LLC, an Illinois limited liability company in consideration of the forgiveness by Lender of the Loan and other consideration, as set forth in the Unit Purchase Agreement.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Immediately upon execution of this Agreement, Lender shall be conclusively deemed to have forgiven the Loan in their entirety, released any and all collateral with respect thereto, and fully released Borrower from any and all covenants, agreements and obligations under the Notes and any other documents evidencing the Loan. Without limiting the generality of the foregoing, Lender acknowledges and agrees that upon such forgiveness and release, Lender shall have no right to receive repayment from Borrower of any principal or interest on the Loan, or any loan fee or similar payment on account of the Loan.

2. Notwithstanding the foregoing, to the extent the Unit Purchase Agreement or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or any consideration received thereunder is required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Loan or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment, proceeds or other consideration for the forgiveness of such Loan had not been received by Lender.

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[End of Text – Execution Page to Follow]

SIGNATURE PAGE TO
LOAN FORGIVENESS AGREEMENT



ANTOIN S. REZKO

GENERAL MEDITERRANEAN HOLDING SA,
a Luxembourg corporation

By: _____

Its: _____