

Exhibit 3

PROMISSORY NOTE

COPY

\$3,500,000

March 30, 2007

FOR VALUE RECEIVED, Antoin S. Rezko (the "Debtor") promises to pay to the order of General Mediterranean Holdings SA, a Luxemburg corporation (the "Lender"), the principal sum of THREE MILLION FIVE HUNDRED THOUSAND and NO/100 (\$3,500,000.00) DOLLARS (the "Principal"), together with simple interest thereon (the "Interest") which shall accrue from the date hereof on the balance of the Principal remaining unpaid from time to time at the rate of Twelve Percent (12.0%) per annum.

The Debtor shall be liable and responsible for the obligations and conditions hereinafter set forth with respect to the Principal and Interest. A single payment, which shall include the entire principal balance of the loan evidenced by this Promissory Note plus any outstanding Interest accrued thereon, shall be paid by Debtor to Lender on or before March 31, 2008. Payments of any amounts shall be made at the place that the Lender from time to time shall direct in writing.

At the option of the Debtor, all or any portion of the unpaid Principal sum and accrued Interest on this Promissory Note may be prepaid without premium or penalty, the amount of the prepayment to be applied first to accrued Interest and the remainder to such unpaid Principal installments as the Debtor shall designate in a written prepayment notice delivered to the holder of this Promissory Note concurrently with the making of the prepayment.

In the event that the Debtor makes an assignment for the benefit of creditors, files a voluntary petition for bankruptcy, has filed against it a petition for bankruptcy to which it consents or that is not dismissed within 30 days, then the Principal balance of this Promissory Note and any Interest accrued thereon may, at the option of the Lender, be accelerated and made immediately due and payable upon delivery to the Debtor of written notice of acceleration.

None of the rights and remedies of the Lender are waived or affected by failure or delay to exercise them. The Debtor (i) waives presentment and demand for payment, notices of nonpayment and of dishonor, protest of dishonor and notice of protest, and (ii) waives all notices in connection with the delivery and acceptance hereof and all other notices in connection with the performance, default or enforcement of the payment hereof or hereunder. All remedies conferred on the Lender by this Promissory Note or any other instrument or agreement shall be cumulative and none is exclusive. Such remedies may be exercised concurrently or consecutively at the Lender's option. Debtor agrees to reimburse Lender for all costs of collection, including reasonable attorney's fees and court costs. This Promissory Note shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereunder.

This Promissory Note shall be governed by and construed in accordance with the laws of the State of Illinois.

DEBTOR:

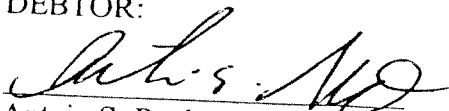

Antoin S. Rezko

EXHIBIT 3

LOAN FORGIVENESS AGREEMENT

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

A. Pursuant to certain promissory notes (the "Notes") listed on Exhibit A hereto, Lender has loaned funds to Borrower totaling \$26,414,297.92 (collectively the "Loans"), subject to the terms and conditions contained therein.

B. Pursuant to that certain Unit Purchase Agreement, dated July 24, 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 Heritage Development Partners, LLC, an Illinois limited liability company in consideration of the forgiveness by Lender of the Loans 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 Loans 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 Loans. 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 Loans, or any loan fee or similar payment on account of the Loans.

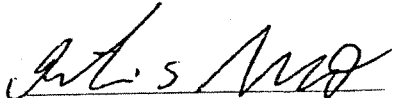
2. Notwithstanding the foregoing, to the extent the Unit Purchase Agreement or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or any consideration received thereunder is required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Loans 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 Loans 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 July 24, 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: _____

FINTRADE SERVICES S.A.,
a Luxembourg corporation

By: _____

Its: _____

**SIGNATURE PAGE TO
LOAN FORGIVENESS AGREEMENT**

ANTOIN S. REZKO

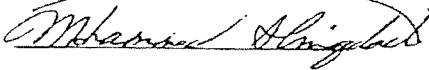
GENERAL MEDITERRANEAN HOLDING SA,
a Luxembourg corporation



By: MOHAMMED AL-MIQDADI

Its: DIRECTOR OF PROJECT DEVELOPMENT

FINTRADE SERVICES S.A.,
a Luxembourg corporation



By: MOHAMMED AL-MIQDADI

Its: DIRECTOR

IN WITNESS WHEREOF, Maker duly executed this instrument on the month, day and year first above written.

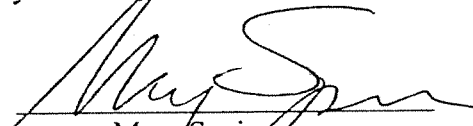
MAKER:


ANTOIN S. REZKO

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, Mary Spain, a notary public in and for said County and State, do hereby certify that Antoin S. Rezko, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the document, and said signature was a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30th day of June, 2006.


Mary Spain



COPY

PROMISSORY NOTE

July 24, 2007

\$200,000.00

FOR VALUE RECEIVED, Antoin S. Rezko (the "Debtor") promises to pay to the order of General Mediterranean Holding SA, a Luxembourg corporation (the "Lender"), the principal sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) (the "Principal"), together with simple interest thereon (the "Interest") which shall accrue from the date hereof on the balance of the Principal remaining unpaid from time to time at the rate of Twelve Percent (12%) per annum.

The Debtor shall be liable and responsible for the obligations and conditions hereinafter set forth with respect to the Principal and Interest. A single payment, which shall include the entire principal balance of the loan evidenced by this Promissory Note plus any outstanding Interest accrued thereon, shall be paid by Debtor to Lender on or before a date that is ten days after demand by the Lender. Payments of any amounts shall be made at the place that the Lender from time to time shall direct in writing.

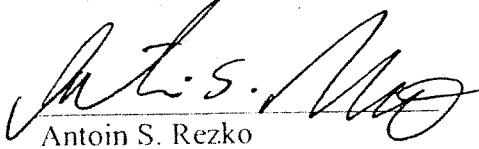
At the option of the Debtor, all or any portion of the unpaid Principal sum and accrued Interest on this Promissory Note may be prepaid without premium or penalty, the amount of the prepayment to be applied first to accrued Interest and the remainder to such unpaid Principal installments as the Debtor shall designate in a written prepayment notice delivered to the holder of this Promissory Note concurrently with the making of the prepayment.

In the event that the Debtor makes an assignment for the benefit of creditors, files a voluntary petition for bankruptcy, has filed against it a petition for bankruptcy to which it consents or that is not dismissed within 30 days, or if the Debtor dies, then the Principal balance of this Promissory Note and any Interest accrued thereon may, at the option of the Lender, be accelerated and made immediately due and payable upon delivery to the Debtor of written notice of acceleration.

None of the rights and remedies of the Lender are waived or affected by failure or delay to exercise them. The Debtor (i) waives presentment and demand for payment, notices of nonpayment and of dishonor, protest of dishonor and notice of protest, and (ii) waives all notices in connection with the delivery and acceptance hereof and all other notices in connection with the performance, default or enforcement of the payment hereof or hereunder. All remedies conferred on the Lender by this Promissory Note or any other instrument or agreement shall be cumulative and none is exclusive. Such remedies may be exercised concurrently or consecutively at the Lender's option. Debtor agrees to reimburse Lender for all costs of collection, including reasonable attorney's fees and court costs. This Promissory Note shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereunder.

This Promissory Note shall be governed by and construed in accordance with the laws of the State of Illinois.

DEBTOR:


Antoin S. Rezko