



Doc#: 0823218008 Fee: \$84.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 08/19/2008 10:47 AM Pg: 1 of 25

This agreement was prepared by and  
after recording return to:  
Adam R. Walker, Esq.  
City of Chicago Law Department  
121 North LaSalle Street, Room 600  
Chicago, IL 60602

**AMENDMENT NO. 1**  
TO

**WM. WRIGLEY JR. COMPANY REDEVELOPMENT AGREEMENT**

This Amendment No. 1 to the Wm. Wrigley Jr. Company Redevelopment Agreement (this "Amending Agreement") is made as of this 14<sup>th</sup> day of August, 2008, by and between City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Wm. Wrigley Jr. Company, a Delaware corporation (the "Developer").

**RECITALS**

WHEREAS, on July 10, 2003, the City and Wrigley entered into that certain Wm. Wrigley Jr. Company Redevelopment Agreement (the "RA") to provide financial assistance in support of the Developer's construction of its Global Innovation Center on a portion of the real property located at 1132 West Blackhawk Street, on Goose Island within the City of Chicago, as legally described on Exhibit A hereto (the "Property"); and

WHEREAS, on June 14, 2004, the City issued a letter to the Developer (the "First Modification Letter") acknowledging that Developer was in the process of completing the construction of Phase One and a portion of Phase Two (as such terms are defined in the RA) on the Property, and agreeing to deem all such work as an expanded Phase One ("Expanded Phase One"). The Modification Letter also agreed to extend the completion deadline for the Expanded Phase One to September 30, 2005; and

WHEREAS, the Developer completed Expanded Phase One and commenced operations thereon within the agreed completion period; and

WHEREAS, on March 9, 2007, the City issued a Tax Increment Allocation Revenue Note for the Expanded Phase One (the "Phase One Note"); and

WHEREAS, on March 13, 2007, the City sent Developer a letter (the "Second Modification Letter") acknowledging, among other things, that the deadline for Developer to commence any Optional Construction (as defined in the RA) was deemed to be the Phase Three deadline of December 31, 2007 (the "Original Phase Three Commencement Deadline"), and that the relevant deadline for Developer to complete construction of any Optional Construction and commence business operations therein was deemed to be the Phase Three deadline of December 31, 2008 (the "Original Phase Three Completion Deadline"); and

WHEREAS, the RA, as modified by the First Modification Letter and the Second Modification Letter, is herein deemed to be the "Original Agreement;" and

WHEREAS, recently, the Developer has substantially increased the scope of its construction and operational plans at the Property, which plans have caused a delay in its commencement of Phase Three, and therefore Developer is seeking to extend the Original Phase Three Commencement Deadline and the Original Phase Three Completion Deadline by approximately two (2) years each; and

WHEREAS, on December 17, 2007, the City granted Developer an extension to the Original Phase Three Commencement Deadline to March 30, 2008; and

WHEREAS, this Amending Agreement will not increase the amount of TIF assistance to the Developer or change any terms of the Phase One Note; and

WHEREAS, pursuant to an ordinance of the City Council of the City passed on April 9, 2008, DPD is authorized to enter into this Amending Agreement;

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

#### **SECTION 1. RECITALS**

The foregoing Recitals are hereby incorporated into this Amending Agreement by reference.

#### **SECTION 2. REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

The Developer reaffirms each and every representation, warranty and covenant made in the Original Agreement, as amended by this Amending Agreement, as if the same were stated herein regarding the Amending Agreement. The Developer reaffirms that it has insurance in force that conforms to the requirements of Section 12 of the Original Agreement.

### SECTION 3. AMENDING TEXT

The parties agree that various definitions and sections of the Original Agreement are hereby amended, as follows:

"Amending Agreement Closing Date" shall mean the date of execution and delivery of this Amending Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Amending Agreement.

"Expanded Phase One" shall have the meaning set forth in the Recitals hereof.

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

"Phase Three MBE/WBE Budget" shall mean the budget attached hereto as Phase Three Exhibit H-2.

"Phase Three" shall mean that portion of the Project consisting of all components of the Optional Construction that were not constructed as part of Expanded Phase One.

"Phase Three Project Budget" shall mean the budget attached hereto as Phase Three Exhibit H-1, showing the total cost of the Project by line item, furnished by the Developer to DPD, in accordance with Section 3.03 hereof.

3.01 The Project. The third paragraph of this Section is amended to read:

"If, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof, and after having obtained another Phase Commencement Letter from the City, the Developer commences Phase Three by December 31, 2009, then (i) the City shall declare those components to be Phase Three and (ii) the Developer shall complete construction of Phase Three and conduct business operations thereon no later than December 31, 2010."

3.03 Project Budget. The following paragraph is added to the end of this Section:

"The Phase Three Project Budget is set forth in the attached Phase Three Exhibit H-1."

4.01 Total Project Cost and Sources of Funds. The last sentence of this Section is revised to read: "The cost of the Project if all of Expanded Phase One and Phase Three are constructed is estimated to be \$84,330,000."

5.09 Opinion of the Developer's Counsel. On the Amending Agreement Closing Date, the Developer shall furnish the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J hereto, such opinions shall be obtained by the Developer from its general corporate counsel.

7.03 Failure to Complete. The introductory text to this Section is amended to read: "If the Developer fails to complete Expanded Phase One of the Project or, if commenced, Phase Three, in accordance with the terms of this Amending Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:"

8.18 Recording and Filing. The Developer shall cause this Amending Agreement, certain exhibits (as specified by Corporation Counsel), and all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Amending Agreement shall be recorded prior to any mortgage made in connection with Lender Financing or, if one or more such mortgages exist, then the Subordination Agreement set forth in Exhibit O hereto shall be executed and recorded. The Developer shall pay all fees and charges incurred in connection with any such recordings. Upon making the recordings, the Developer shall immediately transmit to the City executed originals of this Amending Agreement and the Subordination Agreement showing the dates and recording numbers of record.

10.03 MBE/WBE Commitment. The following paragraph is added to the end of this Section:

"g. The Phase Three MBE/WBE Budget is set forth in the attached Phase Three Exhibit H-2."

Section 16, Mortgaging of the Project. The introductory text to this Section is amended to read:

"All mortgages or deeds of trust in place as of the Amending Agreement Closing Date with respect to the Property or any portion thereof are listed on Amended Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and the Developer as follows:"

18.02 Entire Agreement. The Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference), as amended by this Amending Agreement, 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.

#### **SECTION 4. NO OTHER AMENDMENTS TO AGREEMENT**

Except as set forth herein, and except as modified by this Amending Agreement, the Original Agreement is not amended.

## **SECTION 5. OBLIGATIONS TO RECORD AND TO PROVIDE DOCUMENTS**

The Developer shall execute and deliver to the City such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement and an opinion of counsel in substantially the form set forth in the Original Agreement.

Pursuant to Section 8.18 of the Original Agreement, the Developer shall cause this Amending Agreement to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located, and to be recorded prior to any mortgage made in connection with lender financing involving the Property (or, if one or more such mortgages exist, then a subordination agreement as set forth in the Original Agreement shall be executed and recorded). The Developer shall pay all fees and charges incurred in connection with any such recordings. Upon making the recordings, the Developer shall immediately transmit to the City executed originals of this Amending Agreement and the Subordination Agreement showing the dates and recording numbers of record.

## **SECTION 6. COUNTERPARTS**

This Amending 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

**WM. WRIGLEY JR. COMPANY**, a Delaware corporation

By:   
Howard Malovany

Its: \_\_\_\_\_  
Sr. VP, Secretary and General Counsel

**CITY OF CHICAGO**, by and through its Department of  
Planning and Development

By: \_\_\_\_\_  
Arnold L. Randall, Commissioner

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

**WM. WRIGLEY JR. COMPANY**, a Delaware corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF CHICAGO**, by and through its Department of Planning and Development

By:  \_\_\_\_\_  
Arnold L. Randall, Commissioner

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Joanne Sotiros, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Howard Malovany, personally known to me to be the Sr. VP, Secretary and General Counsel of the Wm. Wrigley Jr. Company, a Delaware corporation (the "Developer"), 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 he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Board of Directors of the Developer, as his free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth

GIVEN under my hand and official seal this 19<sup>th</sup> day of August, 2008.



(SEAL)

Joanne Sotiros  
Notary Public

My Commission Expires: 6-11-2011



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Yolanda Quesada, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Arnold L. Randall, 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 he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/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 14th day of August, 2008.



Yolanda Quesada  
Notary Public

My Commission Expires 8-17-2009

(SEAL)

**EXHIBIT A**

Legal Description of the Property

Parcel 1

Lots 4 to 11 inclusive in Block 50 in Elston Addition to Chicago in the Northeast  $\frac{1}{4}$  of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2

A strip of land lying Westerly of Lots 6 to 11 inclusive, aforesaid, described as follows:

Commencing at the Southwest corner of Lot 11, thence West 24.6 feet more or less to the line of dock at it existed on January 12, 1956, of the North Branch of the Chicago River, thence Northerly along said dock to the intersection of the dock with the West line of Lot 6, thence Southerly along the West line of Lots 6 to 11 inclusive to the point of beginning, in Cook County, Illinois.

Also

Parcel 3

A Strip of land lying Westerly of Lots 4 and 5 inclusive, aforesaid, described as follows:

Commencing at the Northwest corner of Lot 4, thence Southerly along the Westerly lines of Lots 4 and 5 to a point of intersection with the line of the dock as it existed on January 12, 1956 of the North Branch of the Chicago River. Thence Northerly along said dock to a point 17 feet more or less West of the Northwest corner of Lot 4, measured on the North line of Lot 4 extended West, thence East to point of beginning, in Cook County, Illinois.

1132 Blackhawk  
Chgo

17-05-200-008

17-05-200-010

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**AMENDED EXHIBIT G**

**PERMITTED LIENS**

**1. Liens or encumbrances against the Property:**

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date of the Amending Agreement, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

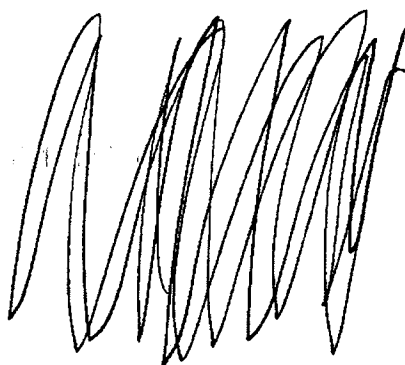
**2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:**

None

**PHASE THREE EXHIBIT H-1**

Phase Three Project Budget

[see attached]

A large, dense, handwritten scribble or signature in black ink, consisting of multiple overlapping, vertical, wavy lines. It is positioned in the center of the page, below the text "[see attached]".

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Wrigley Innovation Center  
Project Budget - Exhibit H-1

Revised

February 19, 2008

	Total Project	Expanded Phase I	Phase III	Comments
<b>Land Acquisition</b>				
Land Acquisition	\$ 9,000,000	\$ 9,000,000		
<b>Hard Cost</b>				
Public Benefits	\$ 1,050,000	\$ 1,050,000		
Construction Cost				
Site / Building	\$ 59,825,000	\$ 43,569,000	\$ 16,256,000	
FF&E	\$ 4,080,000	\$ 3,046,000	\$ 1,034,000	
Relocation Cost		\$ -		
Moving Cost	\$ 550,000	\$ 550,000		
<b>Total Hard Costs</b>	<b>\$ 65,505,000</b>	<b>\$ 48,215,000</b>	<b>\$ 17,280,000</b>	
<b>Soft Cost</b>				
Studies				
Traffic	\$ 40,000	\$ 40,000		
Master Planning	\$ 120,000	\$ 120,000		
Environmental Assessment	\$ 150,000	\$ 150,000		
Zoning	\$ 40,000	\$ 40,000		
Surveys (Geotech, Land & Breakwall)		\$ -		
Geotechnical	\$ 65,000	\$ 65,000		
Land Survey	\$ 65,000	\$ 65,000		
River Edge Wall Assessment	\$ 70,000	\$ 70,000		
Professional Fees		\$ -		
A&E Fees	\$ 4,500,000	\$ 3,589,241	\$ 910,759	
Legal	\$ 275,000	\$ 275,000		
Financial Feasibility	\$ 75,000	\$ 75,000		
Process Engineer	\$ 75,000	\$ 75,000		
Other Consultants	\$ 700,000	\$ 502,009	\$ 197,991	
Construction Manager Fees	\$ 2,000,000	\$ 1,493,143	\$ 506,857	
Project Manager	\$ 800,000	\$ 641,607	\$ 158,393	
Marketing Sites				
Marketing	\$ 275,000	\$ 275,000		
Advertisement	\$ 30,000	\$ 30,000		
Subtotal	\$ 9,280,000	\$ 7,506,000	\$ 1,774,000	
Other Soft Costs & Contingency	\$ 545,000	\$ 545,000		
<b>Total Soft Costs</b>	<b>\$ 9,825,000</b>	<b>\$ 8,051,000</b>	<b>\$ 1,774,000</b>	
<b>Total Project Cost</b>	<b>\$ 84,330,000</b>	<b>\$ 65,266,000</b>	<b>\$ 19,064,000</b>	

**PHASE THREE EXHIBIT H-2**

**Phase Three MBE/WBE Budget**

**Gross MBE/WBE-Eligible Phase Three Hard Costs and Related Soft Costs:**

**\$18,046,000\***

**\*Actual figure may vary based on the agreed final Phase Three Project Budget, any exclusions allowed by the original agreement, and any additional exclusions that may be allowed by DPD, if any**



RIORDAN & PINTA, LTD.  
Attorneys at Law  
920 North Michigan Avenue, Suite 950  
Chicago, Illinois 60611  
312.642.5310 • 312.642.5312 Fax

**VIA HAND DELIVERY**

August 19, 2008

City of Chicago  
121 North LaSalle Street – Suite 600  
Chicago, Illinois 60602

ATTENTION – Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Wm. Wrigley Jr. Company, a Delaware corporation (the “Developer”), in connection with execution of Amendment No. 1 to Wm. Wrigley Jr. Company Redevelopment Agreement dated August 19, 2008 (the “Amendment”). In that capacity, we have examined, among other things, the following agreements, instruments and documents, hereinafter referred to as the “Documents”:

- (a) Wm. Wrigley Jr. Company Redevelopment Agreement (the “Agreement”) dated July 10, 2003, executed by the Developer and the City of Chicago (“City”);
- (b) The Amendment;
- (c) June 14, 2004 letter issued by the City to the Developer (“First Modification Letter”);
- (d) March 13, 2007 letter issued by the City to the Developer (“Second Modification Letter”);
- (e) The attached representations and warranties letter dated June 18, 2008 from the Developer to Riordan & Pinta, Ltd. (“Representation and Warranties”);
- (f) Property Report dated April 28, 2008 from Near North National Title for the purposes of updated Amended Exhibit G of the Amendment;
- (g) The attached Certificates of Good Standing from the states of Illinois and Delaware; and

- (h) Such other documents, records, and legal matters as we have deemed necessary or relevant for the purpose of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of the i) representations made to us by the Developer and ii) documents provided to us from the Developer.

Based solely on the foregoing and without independent inquiry, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware and is in good standing and duly qualified to do business as a foreign corporation under the laws of state of Illinois.
2. The Developer has full right, power and authority to execute and deliver the Amendment and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's Articles of Incorporation or By-Laws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer is bound, to the extent that such breaches or violations would have a material impact on the Developer's obligations to be performed in accordance with the Amendment. To the best of our knowledge, such execution, delivery and performance of the Amendment will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge of encumbrance on, or security interest in, the Property (as defined in the Amendment) pursuant to the provisions of any of the foregoing, to the extent any of the foregoing would have a material impact on the Developer's ability to perform its obligations in accordance with the Amendment.
3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.
4. Each of the Documents to which the Developer is a party has been executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy,



reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. To the best of our knowledge, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the developer or the Property (as defined in the Amendment), or seeking to restrain or enjoin the performance by the Developer of the Amendment or the transactions contemplated by the Amendment, or contesting the validity thereof. To the best of our knowledge, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation, or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer's ability to complete the transaction contemplated in the Amendment.

6. To the best of our knowledge without diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound which would have a material adverse effect on the Developer's ability to complete the transaction contemplated by the Amendment.

7. The execution, delivery and performance of the Amendment by the Developer have not and will not require the consent of any person or the giving of notice to, any exception by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

8. A federal or state court sitting in the state of Illinois and applying the choice of law provisions of the state of Illinois would enforce the choice of law contained in the Agreement and apply the law of the State of Illinois to the transaction evidenced thereby.

We are attorneys admitted to practice in the state of Illinois and we express no opinion as to any laws other than the federal laws of the United State of America and the laws of the State of Illinois. We have relied solely on the representations of the Developer as to the status of the Developer under the laws of the state of Delaware. We call your attention to the fact that, although we represent Developer in connection with the subject transaction, our engagement has been limited to specific matters on which we have been consulted.

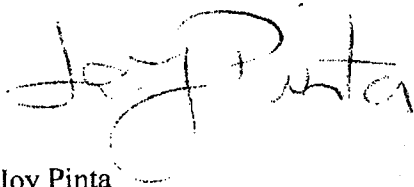
This opinion and statements expressed in this letter are made with the knowledge and understanding that you will rely on them solely as an inducement for the City to execute and deliver the Amendment and to provide the assistance described therein. No

Corporation Counsel  
City of Chicago  
August 19, 2008  
Page 4

other person or entity shall be entitled to rely on any matters set forth in this letter without the express written consent of the undersigned. This opinion is limited to the matters set forth in this letter as of the date hereof, and no opinion may be inferred or implied beyond that expressly stated in this letter, and we undertake no obligation to inform you of any changes which in anyway alter the opinion expressed herein.

Very truly yours,

Riordan & Pinta, Ltd.

A handwritten signature in cursive script that reads "Joy Pinta". The signature is written in dark ink and is positioned above the printed name.

Joy Pinta

cc: Gil Cubia

# Wm. **WRIGLEY** Jr. Company

WRIGLEY BUILDING • 410 N. MICHIGAN AVENUE  
CHICAGO, ILLINOIS 60611

Telephone: 644-2121  
Area Code 312

June 18, 2008

## **VIA MESSENGER SERVICE**

Joy Pinta  
Riordan & Pinta, Ltd.  
980 N. Michigan Ave., Suite 950  
Chicago, Illinois 60611

**Re: Representation and Warranties  
Amendment No. 1 to Wm. Wrigley Jr. Company Redevelopment Agreement**

Dear Ms. Pinta:

The Wm. Wrigley Jr. Company ("Company") has entered into the Amendment No. 1 to Wm. Wrigley Jr. Company Redevelopment Agreement with the City of Chicago ("City") dated August 19, 2008 (the "Amendment"). The Amendment provided for the Company to commence construction of the Phase Three of the Project construction (as those terms are defined in the Amendment). In order to induce the City to enter into the Amendment, the City has asked that you, as special counsel to the Company for the transaction, provide an opinion letter ("Letter") opining as to certain matters regarding the Company's ability to execute, deliver and perform its obligations under the Amendment.

You have asked the Company to make certain representations and warranties to you to rely on for the purpose of delivery of the Letter. Accordingly, the Company hereby makes the following representations and warranties to Riordan & Pinta, Ltd. solely for the purpose of its delivering the Letter to the City:

1. In preparing the Letter, you are entitled to rely upon all of the representations, warranties and covenants made to the City by the Company in the Amendment as if they were restated herein.

2. The Company is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware, has full power and authority to execute and perform the obligations of the Amendment, and to carry on its business as presently conducted, and is in good standing and duly qualified to business as a foreign corporation under the laws of Illinois.

3. The Company's execution, delivery and performance of the Amendment will not conflict with, or result in a breach of, the Company's Articles of Incorporation or By-Laws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, any of the terms, conditions or provisions of any agreement, instrument or document to which the Company is a party by which the Company is bound. Such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Company is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing.

4. Each of the documents required to implement the Amendment to which the Company is a party has been duly executed and delivered by a duly authorized officer of the Company.

5. There are no judgments outstanding against the Company that have not been previously disclosed, nor any pending or threatened, any litigation, contested claim or governmental proceeding by or against the Company or affecting the Company or its property, or seeking to restrain or enjoin the performance by the Company of the Amendment or the transactions contemplated by the Amendment, or consenting to the validity thereof. The Company is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulations or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Company's ability to perform its obligations required by the Amendment.

6. There is no default by the Company or any other party under any material contract, lease, agreement, instrument or commitment to which the Company is a party or by which the Company or its properties is bound which would have a material effect on the Company's ability to perform its obligations under the Amendment.

7. The Company's execution, delivery and performance of the Amendment has not and will not require the consent of any person or the giving of notice to, any exception by, any registration of, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation, any court, government or regulatory authority.

This letter is issued at your request and is being executed and delivered to you for your reliance in preparing the Letter.

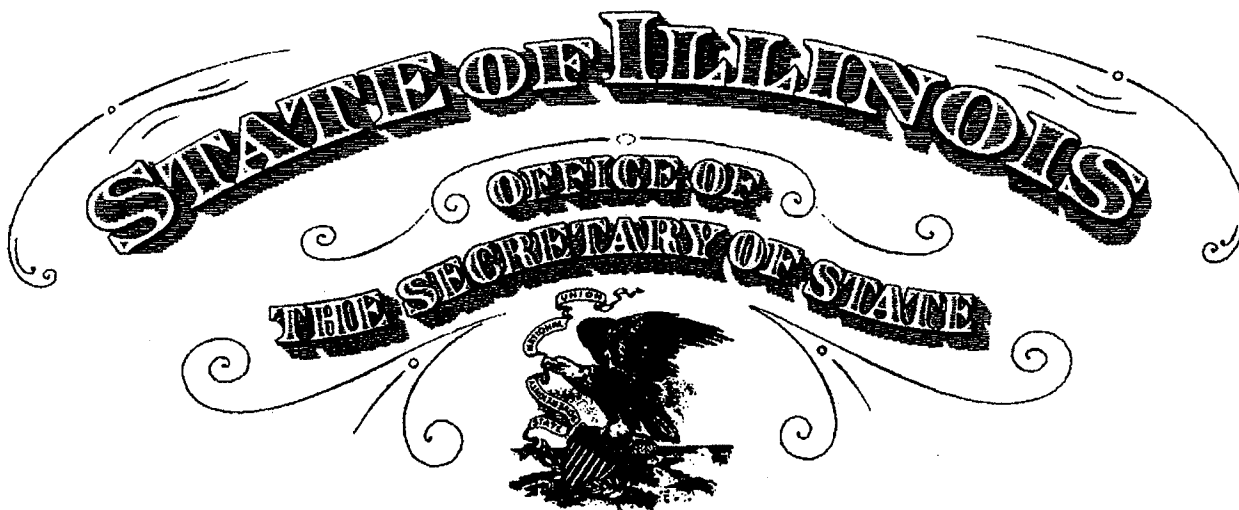
Very truly yours,

**Wm. Wrigley Jr. Company**

By   
Howard Malovany

Its: Senior Vice President  
Secretary and General Counsel

File Number 0332-616-1



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

WM. WRIGLEY JR. COMPANY, INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON OCTOBER 28, 1927, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 0815601254

Authenticate at: <http://www.cyberdrivellinois.com>

**In Testimony Whereof, I hereto set**  
*my hand and cause to be affixed the Great Seal of*  
*the State of Illinois, this 4TH*  
*day of JUNE A.D. 2008*

*Jesse White*

SECRETARY OF STATE

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "WM. WRIGLEY JR. COMPANY" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF INCORPORATION, FILED THE EIGHTEENTH DAY OF OCTOBER, A.D. 1927, AT 1 O'CLOCK P.M.

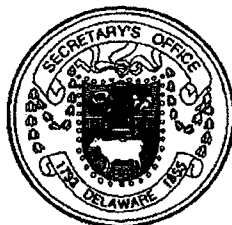
CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "WRIGLEY CORPORATION" TO "WM. WRIGLEY, JR. COMPANY", FILED THE THIRTY-FIRST DAY OF OCTOBER, A.D. 1927, AT 1 O'CLOCK P.M.

RESTATED CERTIFICATE, CHANGING ITS NAME FROM "WM. WRIGLEY, JR. COMPANY" TO "WM. WRIGLEY JR. COMPANY", FILED THE EIGHTEENTH DAY OF MARCH, A.D. 1969, AT 12 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE FIFTEENTH DAY OF MARCH, A.D. 1973, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTIETH DAY OF MARCH, A.D. 1980, AT 11:50 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-FIFTH DAY OF



0224524 8310

080665650

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6647919

DATE: 06-10-08

# Delaware

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## The First State

MARCH, A.D. 1986, AT 11:15 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE NINTH DAY OF MARCH, A.D.  
1987, AT 12:45 O'CLOCK P.M.

RESTATED CERTIFICATE, FILED THE TWENTY-SIXTH DAY OF JUNE,  
A.D. 1987, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE EIGHTH DAY OF MARCH,  
A.D. 1989, AT 11:50 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE SIXTEENTH DAY OF MARCH,  
A.D. 1993, AT 10 O'CLOCK A.M.

CERTIFICATE OF DESIGNATION, FILED THE FIFTH DAY OF JUNE,  
A.D. 2001, AT 4:30 O'CLOCK P.M.

RESTATED CERTIFICATE, FILED THE SIXTH DAY OF MARCH, A.D.  
2002, AT 4 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-FOURTH DAY OF  
MARCH, A.D. 2005, AT 11:39 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE FOURTH DAY OF APRIL,  
A.D. 2006, AT 8:55 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE FIFTEENTH DAY OF MARCH,  
A.D. 2007, AT 5:23 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID

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You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State  
AUTHENTICATION: 6647919

DATE: 06-10-08



# Delaware

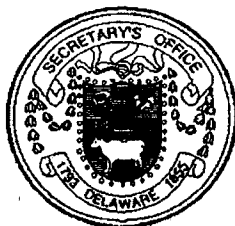
PAGE 3

*The First State*

CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE  
AFORESAID CORPORATION, "WM. WRIGLEY JR. COMPANY".

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE  
BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES  
HAVE BEEN PAID TO DATE.



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at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6647919

DATE: 06-10-08