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UNITED AIR LINES HEADQUARTERS GRANT AGREEMENT

BY AND BETWEEN

THE CITY OF CHICAGO

AND

UAL CORPORATION

AND

UNITED AIR LINES, INC.

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

Box 400-CTCC

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 Keith A. May, Esq.
 City of Chicago Law Department
 121 North LaSalle Street, Room 600
 Chicago, IL 60602

UNITED AIR LINES HEADQUARTERS GRANT AGREEMENT

This United Air Lines Headquarters Grant Agreement (this "**Grant Agreement**") is made as of this 10th day of May, 2008, by and between the City of Chicago, an Illinois municipal corporation (the "**City**"), through its Department of Planning and Development ("**DPD**"), and UAL Corporation, a Delaware corporation ("**UAL**") and United Air Lines, Inc., a Delaware corporation ("**United**", together with UAL, collectively, the "**Developer**"). Capitalized terms not otherwise defined herein shall have the meaning given in the United Redevelopment Agreement (as defined below).

RECITALS

A. City Council 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 power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power 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. The Project: The Developer presently maintains its national and international corporate and operational headquarters in Elk Grove Village, Illinois. The Developer intends to relocate its national and international corporate headquarters to the real property located within the City of Chicago and commonly known as 77 West Wacker Drive, Chicago, Illinois and legally described on Exhibit B to the United Redevelopment Agreement (the "**Property**"), while its operational headquarters will remain in Elk Grove Village, Illinois. In connection with such relocation, United has executed that certain Lease dated October 6, 2006 by and between 77 West Wacker Drive, L.L.C., as landlord, and United, as tenant (as amended from time to time, the "**Lease**"), pursuant to which United shall, among other matters, lease approximately 137,000 rentable square feet of space on floors 8 through 14 as well as lobby and mezzanine space of the building located

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on the Property (the "**Building**") for an initial period of fifteen (15) years with two 5-year renewal options and have the right to lease additional space in the Building, subject to the terms and conditions contained therein. Upon such relocation, and during the Term of this Grant Agreement (as hereinafter defined), the portion of the Building leased and occupied by the Developer, which shall consist of a minimum of 100,000 square feet throughout the term of the Lease, will be the principal office of the Developer's national and international business and the site which the Developer's principal executive officers have designated as their principal offices (the "**Headquarters**"). In connection with its occupancy of the Building, United shall construct substantial tenant improvements necessary to permit United to take possession in accordance with the terms of the Lease. Such relocation will create a substantial public benefit through its creation of approximately 365 FTE jobs (as hereinafter defined). The construction of tenant improvements in the United Space, the installation of signage for the Developer and lobby improvements to establish a dedicated Developer security desk, are collectively referred to herein as the "**Rehabilitation Project**." The Rehabilitation Project and the use of the United Space as the Developer's national and international corporate headquarters are collectively referred to herein as the "**Project**." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Grant Agreement.

C. City Financing: The City agrees to use, in the amounts set forth in **Section 3** hereof, corporate funds of the City to pay to the Developer the Grant Funds (as defined below) pursuant to the terms and conditions of this Grant Agreement.

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 Grant Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"**Air Carrier**" shall mean a carrier that meets the definition of an "air carrier" under 49 U.S.C. 40102(a)(2), as may be amended from time to time, and that operates passenger aircraft for the primary purpose of transporting persons for hire in scheduled air transportation service.

"**Air Carrier Code**" shall mean that designation that is assigned by the International Air Transport Association to the Developer and that is commonly used to identify the Developer.

"**Annual Tax Year**" shall mean the 12-month period commencing on July 1 and ending on June 30 for which (a) a tax return for Fuel Purchased has been submitted to the City by UAFC as required by Section 3-52-050 of the Municipal Code, with a copy to DPD, or (b) if applicable, the Developer has submitted the Fuel Report, the first Annual Tax Year being July 1, 2007 to June 30, 2008.

"**City**" shall have the meaning set forth in the Recitals hereof.

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“City Council” shall have the meaning set forth in the Recitals hereof.

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

“Compliance Year” shall mean the twelve months ending in the month before the anniversary date of the issuance of the Certificate under the United Redevelopment Agreement. For instance, if the Certificate is issued in October, then each compliance year will run from October 1 through September 30.

“Distributor” shall have the meaning given such term in Section 3-52-010 of the Municipal Code.

“Employer(s)” shall have the meaning set forth in **Section 7** hereof.

“Event of Default” shall have the meaning set forth in **Section 10** hereof.

“First Anniversary” shall mean the one-year anniversary of the date the Certificate is issued.

“Fuel Purchased” shall mean, during the applicable Annual Tax Year, the number of taxable gallons of Vehicle Fuel Purchased in a Sale at Retail by Developer and/or the Regional Affiliates for Use by Developer and/or the Regional Affiliates exclusively in domestic flights under Developer’s Air Carrier Code and marketed under Developer’s name, brand or derivatives thereof; **provided, however,** that “Fuel Purchased” shall exclude any Vehicle Fuel Purchased in a Sale at Retail that is attributable to any increase in Vehicle Fuel consumption as a result of a Transaction with an Approved Successor.

“Fuel Report” shall mean a certified report by the Developer of the Fuel Purchased during the applicable Annual Tax Year containing the same categories of information that would be required on an annual tax return under Section 3-52-050 of the Municipal Code or the applicable form prescribed by the City’s Department of Revenue, accompanied by invoices for all Fuel Purchased that is included in such report and submitted to DPD under **Section 5.07(d)**.

“Fuel Tax” shall mean the amount, expressed as a number of cents per gallon, of the tax imposed under Section 3-52-020 of the Municipal Code and actually paid by Developer and/or the Regional Affiliates, whether directly or through UAFC in its capacity as a Distributor, and received by the City during the applicable Annual Tax Year for Fuel Purchased for Use by Developer and/or the Regional Affiliates in domestic flights under Developer’s Air Carrier Code and marketed under Developer’s name, brand or derivatives thereof, excluding the tax on any Vehicle Fuel Purchased in a Sale at Retail that is attributable to any increase in Vehicle Fuel consumption as a result of a Transaction with an Approved Successor.

“Grant Conditions” shall have the meaning set forth in **Section 3.01** hereof.

“Grant Funds” shall mean City funds paid to Developer from a source to be determined by the City in the amounts and under the terms described in **Section 3** hereof.

“Headquarters” shall have the meaning set forth in the Recitals hereof.

“Human Rights Ordinance” shall have the meaning set forth in **Section 7** hereof.

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"**Indemnitees**" shall have the meaning set forth in **Section 8.01** hereof.

"**Jobs Covenant**" shall have the meaning set forth in **Section 5.02** hereof.

"**Lease**" shall have the meaning set forth in the Recitals hereof.

"**Municipal Code**" shall mean the Municipal Code of the City of Chicago, as amended.

"**Operating Covenant**" shall have the meaning set forth in **Section 5.02** hereof.

"**Project**" shall have the meaning set forth in the Recitals hereof.

"**Property**" shall have the meaning set forth in the Recitals hereof.

"**Purchase**" shall have the meaning given such term in Section 3-52-010 of the Municipal Code.

"**Regional Affiliate**" shall mean any Air Carrier that operates aircraft on behalf of Developer for domestic flights under Developer's Air Carrier Code and marketed under Developer's name, brand or derivatives thereof; provided, however, that as of the date of this Grant Agreement, the Regional Affiliates include only the following entities: SkyWest Airlines, Inc., a Utah corporation; Mesa Air Group, Inc., a Nevada corporation; Republic Airways Holdings, Inc., a Delaware corporation, and its subsidiaries Chautauqua Airlines, an Indiana corporation, Republic Airlines, an Indiana corporation, and Shuttle America, an Indiana corporation; Trans States Holdings, Inc., a Delaware corporation, and its subsidiaries Trans States Airlines, a Missouri corporation and GoJet Airlines, a Delaware corporation; and Colgan Air, Inc., a Virginia corporation.

"**Resale**" shall have the meaning given such term in Section 3-52-010 of the Municipal Code.

"**Sale**" shall have the meaning given such term in Section 3-52-010 of the Municipal Code.

"**Sale at Retail**" shall have the meaning given such term in Section 3-52-010 of the Municipal Code.

"**Term of the Grant Agreement**" shall mean eleven years after the date of the issuance of the Certificate.

"**UAFC**" shall mean United Aviation Fuels Corporation, a Delaware corporation.

"**United Redevelopment Agreement**" shall mean the Redevelopment Agreement dated as of May 6, 2008 by and between the City and the Developer.

"**Use**" shall have the meaning given such term in Section 3-52-010 of the Municipal Code.

"**Vehicle Fuel**" shall have the meaning given such term in Section 3-52-010 of the Municipal Code.

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SECTION 3. GRANT

3.01 Eligibility. In order to be eligible for payment of any Grant Funds pursuant to this Grant Agreement: (a) the Developer must be in compliance with all terms, conditions and requirements contained in the United Redevelopment Agreement and the Certificate must have been issued; (b) the Developer must be in compliance with all terms, conditions and requirements contained in this Grant Agreement including without limitation the Operating Covenants, Job Covenants and other obligations, deadlines and report deliveries described in **Section 3.04** and **Section 5.02** and elsewhere in this Grant Agreement; and (c) the Fuel Purchased in any Annual Tax Year must exceed 265,000,000 taxable gallons. All conditions set forth in this **Section 3.01(c)** shall be collectively defined as the “**Grant Conditions**”.

3.02 Source of Funds. The source of the Grant Funds shall be corporate funds of the City, or such other source determined by the City in its sole discretion.

3.03 Payment Terms. The Developer acknowledges and agrees that (i) the City's obligation to pay Grant Funds is contingent upon the fulfillment of the Grant Conditions, (ii) in no event shall Grant Funds paid to Developer exceed Two Million Dollars (\$2,000,000) during any Compliance Year, and (iii) in no event shall Grant Funds paid to Developer exceed an aggregate of Ten Million Dollars (\$10,000,000) during the entire Compliance Period. Subject to the foregoing conditions and agreements, the City's obligation to pay Grant Funds is as described below:

(a) If the Grant Conditions have been satisfied for the applicable Compliance Year, then a Grant Funds installment shall be paid after the end of each of the first five Compliance Years; **provided, however**, that all payments of Grant Funds under this Grant Agreement are subject to the annual appropriation and availability of funds, **provided, further**, that if sufficient funds are not appropriated and/or expended during any Compliance Year to pay all or part of a Grant Funds installment that would otherwise be due and payable, then funds may be appropriated and/or expended in subsequent years to make up any shortfall in Grant Funds that would otherwise have been due to Developer.

(b) If the Grant Conditions have not been satisfied during a Compliance Year, then the installment of Grant Funds to be paid to Developer with respect to such Compliance Year shall be zero (\$0).

(c) If the Grant Conditions have been satisfied during a Compliance Year, then the installment of Grant Funds to be paid to Developer with respect to such Compliance Year shall be an amount calculated as follows:

Grant Funds installment = (Fuel Tax imposed and paid during the immediately preceding Annual Tax Year) multiplied by (Fuel Purchased in the immediately preceding Annual Tax Year – 265,000,000 taxable gallons).

3.04 Documentation Requirements. In order to verify the amount of Fuel Tax paid by Developer and the Regional Affiliates during each Annual Tax Year, Developer will submit a copy of UAFC's annual fuel tax return that UAFC is required to submit to the City's Department of Revenue to DPD by August 15 of each year; **provided**, that Developer shall not be obligated to deliver such tax returns after disbursement of the Grant Funds has ended; **provided, further**, that if Developer has provided notice to DPD under **Section 5.07(d)**, Developer may submit a Fuel Report to DPD in lieu of such annual fuel tax return. Within thirty (30) calendar days after the end of each Compliance Year, Developer shall submit a report evidencing compliance with the Grant Conditions, including

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but not limited to the Operating Covenant, the Jobs Covenant and United Redevelopment Agreement compliance. The City will review and approve the proposed format and content of the report, which shall be in a format consistent with the report required under the United Redevelopment Agreement. The report shall include the names and titles of FTEs employed at the Headquarters site as of the end of the Compliance Year. For each FTE position that is vacant as of the end of the Compliance Year, Developer shall list the name of the person that previously held the position and the date the position became vacant, and provide evidence satisfactory to the City that Developer is actively seeking to fill the vacant position. If the position was vacant during the first six (6) months of the Compliance Year, the position will not count toward Developer's job requirement. Upon receipt of the report, along with a copy of UAFC's annual fuel tax return, the City will make reasonable efforts to provide within fifteen (15) business days a written statement confirming the amount of the Grant Funds installment, if any, for the applicable Compliance Year or detailing the ways in which Developer has failed to satisfy the Grant Conditions.

3.05 Developer Certifications. Delivery by the Developer to the City of the report and fuel tax return and, if applicable, Fuel Report required in **Section 3.04** or any request for disbursement of Grant Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such delivery or request for disbursement, that:

(a) the representations and warranties contained in this Grant Agreement and the United Redevelopment Agreement are true and correct and the Developer is in compliance with the Grant Conditions and all covenants contained in this Grant Agreement and United Redevelopment Agreement;

(b) all Fuel Purchased was for use by Developer and/or the Regional Affiliates exclusively for Use in domestic flights under Developer's Air Carrier Code and marketed under Developer's name, brand or derivatives thereof; and

(c) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred.

The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of disbursement of Grant Funds contained in this Grant Agreement.

3.06 Conditional Grant. The Grant Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Grant Agreement. The Grant Funds are subject to being reimbursed as provided in **Section 10.02** hereof.

SECTION 4. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

4.01 Opinion of the Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached to the United

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Redevelopment Agreement as Exhibit M, with such changes as required by or acceptable to Corporation Counsel.

4.02 Documentation. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters.

4.03 Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and the State of Illinois; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation; and such other corporate documentation as the City has requested. The Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

4.04 Lease. A complete copy of the Lease, and all other written agreements setting forth the parties' understandings relating to the Developer's relocation to or occupancy of the United Space and any financial agreements between the parties in any way relating to the Property, the United Space or the Lease, jointly certified by the Developers, shall have been delivered to the City.

SECTION 5. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER.

5.01 General. The Developer represents, warrants and covenants, as of the date of this Grant Agreement, and as of the date of each disbursement of City Funds hereunder and throughout the Compliance Period, that:

(a) UAL, UAFC and United are each Delaware corporations duly organized, validly existing, qualified to do business in Delaware and Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

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

(c) the execution, delivery and performance by the Developer of this Grant Agreement has been duly authorized by all necessary corporate action, and does not 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 the Developer is now a party or by which the Developer is now or may become bound;

(d) the Developer is in full compliance with all covenants and other terms, conditions and requirements set forth in the United Redevelopment Agreement;

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

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Grant Agreement;

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(g) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business at the Headquarters;

(h) 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;

(i) during the term of this Agreement, except for Transactions with Approved Successors, 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 except with an Approved Successor; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property in which it has an interest (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business or except to an Approved Successor; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity to the extent that such action would have an adverse effect on Developer's ability to perform its obligation under this Agreement; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

(j) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Grant Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("**City Contract**") as an inducement for the City to enter into the Grant Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City; and

(k) neither the Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

5.02 Job Creation and Retention; Covenant to Remain in the City.

(a) **Operating Covenant.** The Developer hereby covenants and agrees to maintain its Headquarters at the Building and to lease and occupy a minimum of 100,000 square feet at the Building (collectively, the "**Operating Covenant**") throughout the Compliance Period. A default under the Operating Covenant shall constitute an Event of Default without notice or opportunity to cure.

In the event and as part of the terms of any merger, consolidation or reorganization of the Developer during the Compliance Period, the Approved Successor shall be bound by and shall agree to assume and comply with the terms, conditions, covenants, representations and warranties

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set forth in the Agreements (as defined in the Assumption Agreement) which, by their terms, are binding upon Developer including the Operating Covenant with respect to the Approved Successor and its Affiliates and the Jobs Covenant.

(b) Jobs Covenant. The Developer, directly or through one or more Affiliates, shall adhere to the following job relocation, creation and retention standards throughout the Compliance Period (collectively the "**Jobs Covenant**"):

- (i) Prior to the date the Developer requests the City to issue the Certificate under Section 7.01 of the United Redevelopment Agreement and prior to the date the Developer requests the first installment of Grant Funds, at least 325 FTE jobs shall be relocated from outside the City to the Headquarters;
- (ii) On the First Anniversary, at least 365 non-Chicago FTE jobs shall have been relocated to the Headquarters from outside the City and/or created at the Headquarters; and
- (iii) Throughout the Compliance Period, at least 325 FTE jobs shall be maintained and/or created at the Headquarters.

Throughout the Compliance Period, the Developer shall submit the reports required in Section 3.04 of this Grant Agreement and certified employment reports disclosing compliance with the Jobs Covenant to DPD within thirty days after the end of each Compliance Year.

(c) Default. If the Developer defaults under the Jobs Covenant and Operating Covenant or any Event of Default occurs during a Compliance Year, Developer shall not be entitled to receive the Grant Funds installment for that Compliance Year.

(d) Covenants Run with the Leasehold Interest, Remedy. The covenants set forth in this Section 5.02 shall run with the the leasehold interest in the United Space and be binding upon any transferee of the United Space. In the event of a default for any of the covenants in this Section 5.02, the City shall have the right to repayment of the full amount of all Grant Funds previously paid or disbursed to the Developer for the Project.

(e) A default by the Landlord under the Lease shall not (a) relieve Developer from its obligations under this Grant Agreement or (b) constitute any defense, excuse of performance, release, discharge or similar form of equitable or other relief that would prevent or limit the City's enforcement of its remedies under this Grant Agreement.

5.03 Disclosure of Interest. The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project other than ownership of shares of UAL's publicly-traded securities.

5.04 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the United Space 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.

5.05 Recording and Filing. The Developer shall cause this Grant Agreement, 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.

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This Grant Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. The 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 Grant Agreement showing the date and recording number of record. Notwithstanding the recordation of this Agreement, the City and Developer agree and acknowledge that this Agreement is not intended to bind and shall not bind any portion of the Property other than the United Space, (b) the Landlord or the Landlord's successors, transferees and assigns in its or their capacity as landlord, or (c) tenants of the Property, in their capacity as tenants, other than Developer and their successors, transferees and assigns including any Approved Successor.

5.06 Lease. Throughout the Compliance Period the Developer shall not execute or consent to a Material Amendment or sell, assign or otherwise transfer its interest in the Lease without the prior written consent of DPD, which consent shall be in DPD's sole discretion; provided, however, that so long as the Developer continues to lease and occupy at least 100,000 square feet in the United Space, the Developer may sublease or release portions of the United Space beyond this 100,000 square feet upon written notice to, rather than the consent of, DPD.

5.07 Regional Affiliates; Fuel Purchased. The Developer represents, warrants and covenants that:

(a) each of SkyWest Airlines, Inc., a Utah corporation; Mesa Air Group, Inc., a Nevada corporation; Republic Airways Holdings, Inc., a Delaware corporation, and its subsidiaries Chautauqua Airlines, an Indiana corporation, Republic Airlines, an Indiana corporation, and Shuttle America, an Indiana corporation; Trans States Holdings, Inc., a Delaware corporation, and its subsidiaries Trans States Airlines, a Missouri corporation and GoJet Airlines, a Delaware corporation; and Colgan Air, Inc., a Virginia corporation, operates aircraft on behalf of Developer for domestic flights under Developer's Air Carrier Code that are marketed under Developer's name, brand or derivatives thereof;

(b) if the Developer desires to add any Air Carrier to the list of Regional Affiliates, then within five (5) days after the public announcement of such addition (or, if no public announcement is made before the effective date of such addition, then within five (5) days after the effective date of the addition) the Developer shall provide to DPD a certification by Developer that such Air Carrier will operate aircraft on behalf of Developer for domestic flights under Developer's Air Carrier Code that will be marketed under Developer's name, brand or derivatives thereof, provided, however, that DPD shall have the right, within sixty (60) days after receiving the certification described above to provide the Developer a written statement detailing the ways in which the proposed new Air Carrier does not qualify as a Regional Affiliate and requesting additional information, if applicable.

(c) all Vehicle Fuel Purchased in a Sale at Retail, as these terms are defined in the Chicago Vehicle Fuel Tax Ordinance, Section 3-52-010 of the Municipal Code, by UAFC is and shall be sold by UAFC to Developer and the Regional Affiliates exclusively for use in domestic flights under Developer's Air Carrier Code and marketed under Developer's name, brand or derivatives thereof; and

(d) if UAFC will no longer serve as a Distributor, or if UAFC would be unable to satisfy the conditions of **Section 5.07(c)**, then Developer shall provide DPD with 90 days advance written notice specifying the effective date of the change, and following such effective date United may submit a Fuel Report by August 15 following the Annual Tax Year to DPD in the place of UAFC's tax return for Fuel Purchased as required by Section 3-52-050 of the Municipal Code.

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5.08 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this **Section 5** and elsewhere in this Grant Agreement shall be true, accurate and complete at the time of the Developer's execution of this Grant Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Grant Agreement. All warranties, representations, covenants and agreements of Developer contained in this **Section 5** and elsewhere in this Grant Agreement shall be deemed to be made by Developer and by UAFC.

SECTION 6. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

6.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Grant Agreement and to perform its obligations hereunder.

6.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this **Section 6** or elsewhere in this Grant Agreement shall be true, accurate, and complete at the time of the City's execution of this Grant Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Grant Agreement.

SECTION 7. DEVELOPER'S EMPLOYMENT OBLIGATIONS

7.01 Employment Opportunity. The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "**Employers**" and individually an "**Employer**") to agree, that for the Term of this Grant Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Rehabilitation Project:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.*, Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "**Human Rights Ordinance**"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: 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. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City.

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(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this **Section 7.01** shall be a basis for the City to pursue remedies under the provisions of **Section 10.02** hereof.

SECTION 8. INDEMNIFICATION

8.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Grant Agreement;

(ii) any claims, challenges or contests made by any Regional Affiliate(s) related in any way to this Grant Agreement; or

(iii) the existence of any material misrepresentation or omission in this Grant Agreement; or

(iv) the Developer's failure to cure any misrepresentation in this Grant Agreement or any other agreement relating hereto;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this **Section 8.01** shall survive the termination of this Grant Agreement.

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SECTION 9. MAINTAINING RECORDS/RIGHT TO INSPECT

9.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total Fuel Purchased and Fuel Tax paid and to reflect and fully disclose its compliance or non-compliance with the Jobs Covenant and Operations Covenant. All such books, records and other documents, including but not limited to employment records, bank and financial records, general contracts, subcontracts, purchase orders, 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. The 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.

9.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City shall have access to all portions of the United Space during normal business hours for the Term of the Grant Agreement.

SECTION 10. DEFAULT AND REMEDIES

10.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 10.02 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 Grant Agreement, the United Redevelopment 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 Grant 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 the 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 sixty (60) days after the commencement of such proceedings;

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(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 sixty (60) 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 sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer;

(j) 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);

(k) the sale or transfer of any of the ownership interests of the Developer without the prior written consent of the City;

(l) the assignment or other direct or indirect transfer of the Lease without the prior written approval of the City (which shall be in the City's sole discretion);

(m) during the period that the Developer is required to maintain the Letter of Credit, the Letter of Credit will expire within thirty (30) calendar days and the Developer has not delivered a substitute Letter of Credit, in form and substance satisfactory to the City in its sole and absolute discretion, within twenty (20) calendar days before the expiration date of the Letter of Credit; or

(m) a Default (as defined in the Lease) by the Developer under the Lease that is not cured within the cure period, if any, granted under the Lease, or the Developer's execution of a Material Amendment without the prior written approval of the City.

For purposes of **Section 10.01(j)** hereof, a person with a material interest in the Developer shall be one owning in excess of 7.5% of the Developer's issued and outstanding shares of stock.

10.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Grant Agreement, the United Redevelopment Agreement and any other related agreements to which the City and the Developer are or shall be parties, suspend disbursement of Grant Funds, place a lien on the United Space in the amount of Grant Funds paid, seek reimbursement of any Grant Funds paid. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein. Upon the occurrence of an Event of Default because of a default under **Section 5.02** of this Grant Agreement, the Developer shall be obligated to repay to the City all previously disbursed Grant Funds.

10.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Grant Agreement, notwithstanding

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any other provision of this Grant Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has 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 Grant Agreement, except as described in the following paragraph, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) 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 thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Grant Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Notwithstanding any other provision of this Grant Agreement to the contrary:

(a) there shall be no notice requirement or cure period with respect to an Event of Default arising from the Developer's failure to comply with the Jobs Covenant; and

(b) there shall be no notice requirement or cure period with respect to an Event of Default arising from the Developer's failure to comply with the Operations Covenant.

SECTION 11. 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 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 Fax No. (312) 744-0759 Attention: Commissioner
With Copies To:	City of Chicago Department of Law Finance and Economic Development Division 121 North LaSalle Street, Room 600 Chicago, IL 60602 Fax No. (312) 744-8538
If to the Developer:	United Air Lines, Inc. UAL Corporation 77 West Wacker Drive Fax No. (312) 997-8119 Chicago, Illinois 60601 Attention: Vice President of Corporate Real Estate
With Copies To:	DLA Piper US LLP 203 North LaSalle Street, Suite 1900

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Chicago, Illinois 60601
 Fax No. (312) 256-7516
 Attention: David L. Reifman and
 Andrew Scott

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 12. MISCELLANEOUS

12.01 Amendment. This Grant Agreement may not be amended or modified without the prior written consent of the parties hereto. It is agreed that no material amendment or change to this Grant Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this **Section 12.01** shall be defined as any deviation from the terms of the Grant Agreement which operates to cancel or otherwise reduce any job-creating obligations of Developer (including those set forth in **Section 5.02** hereof) by more than five percent (5%).

12.02 Entire Agreement. This Grant Agreement constitutes the entire Grant Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

12.03 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 Grant Agreement.

12.04 Further Assurances. The parties agree 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 Grant Agreement.

12.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Grant 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. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Grant Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Grant Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

12.06 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.

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12.07 Disclaimer. Nothing contained in this Grant 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.

12.08 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.

12.09 Counterparts. This Grant 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.

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

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

12.12 Governing Law. This Grant 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.

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

12.14 Approval. Wherever this Grant Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Grant Agreement for the City.

12.15 Assignment. The Developer may not sell, assign or otherwise transfer its interest in this Grant Agreement in whole or in part without the written consent of the City. Any successor in interest to the Developer under this Grant Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Grant Agreement for the Term of the Grant Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Grant Agreement at any time in whole or in part.

12.16 Binding Effect. This Grant Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Grant Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Grant Agreement and its successors and permitted assigns. This Grant Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

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12.17 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Grant Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Grant Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

12.18 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

12.19 Venue and Consent to Jurisdiction. If there is a lawsuit under this Grant Agreement, each party may hereto agree to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

12.20 Costs and Expenses. In addition to and not in limitation of the other provisions of this Grant Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Grant Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

12.21 Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Grant Agreement shall be grounds for termination of this Grant Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Grant Agreement or the transactions contemplated hereby.

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

UAL CORPORATION

By:  _____

Its: Frederic F. Brace
Executive Vice President and
Chief Financial Officer

UNITED AIR LINES, INC.

By:  _____

Its: Frederic F. Brace
Executive Vice President and
Chief Financial Officer

CITY OF CHICAGO

By: _____

Arnold L. Randall,
Commissioner, Department of Planning and Development

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

UAL CORPORATION

By: _____

Its: _____

UNITED AIR LINES, INC.

By: _____

Its: _____

CITY OF CHICAGO

By: _____



Arnold L. Randall, Jr.
Commissioner, Department of Planning and Development

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
 DuPage) SS
COUNTY OF COOK)

I, Laura Asmussen, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Fredenc F. Braice personally known to me to be the ~~Executive Vice President & Chief Financial Officer~~ of UAL Corporation, a Delaware corporation ("UAL"), 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 Board of Directors of UAL, as his/her free and voluntary act and as the free and voluntary act of UAL, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 6th day of May, 2008

Laura Asmussen
Notary Public



My Commission Expires 08/08/2011

(SEAL)

Notary of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) DuPage SS
COUNTY OF ~~COOK~~)

I, Laura Asmusen, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Frederic F. Brace, personally known to me to be the ~~Executive Vice President & Chief Financial Officer~~ of United Air Lines, Inc., a Delaware corporation ("United"), 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 Board of Directors of United, as his/her free and voluntary act and as the free and voluntary act of United, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 6th day of May, 2008



Laura Asmusen
Notary Public

My Commission Expires 08/08/2011

(SEAL)

Notary Public of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Ronald Mohammed, 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 6 th day of May, 2008.

Ronald Mohammed
Notary Public

My Commission Expires : 6-21-09

Official Seal
Ronald Mohammed
Notary Public State of Illinois
My Commission Expires 06/21/2009

Property of Cook County Clerk's Office

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1401 008352431 D1
STREET ADDRESS: 77 W. WACKER
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1

LOT 3 (EXCEPT THE EAST 20.50 FEET THEREOF) TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 3, IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

AND

LOTS 1 TO 9, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 4 TOGETHER WITH THE NORTH 1.50 FEET OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID SUBDIVISION OF LOT 4, IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

THAT PART OF THE WEST 1/2 OF NORTH GARVEY COURT (SAID NORTH GARVEY COURT BEING THE WEST 1/2 OF LOT 2, AND THE EAST 20.50 FEET OF LOT 3, TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE AFORESAID PARTS OF LOTS 2 AND 3, THE SOUTH LINE OF SAID 1.00 FOOT STRIP BEING THE NORTH LINE OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852) LYING ABOVE AN INCLINED PLANE HAVING AN ELEVATION OF +17.26 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF BLOCK 17, AND HAVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE, ALL IN BLOCK 17, (AS VACATED BY THE CITY OF CHICAGO IN AN ORDINANCE PASSED MARCH 21, 1930 AND RECORDED APRIL 11, 1990 AS DOCUMENT 90164868), IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3

EASEMENT CREATED BY DOCUMENT 90164870 AND AMENDED BY DOCUMENT 91096330 WITH RESPECT TO THAT PART OF THE EAST 1/2 OF NORTH GARVEY COURT (SAID NORTH GARVEY COURT BEING THE WEST 1/2 OF LOT 2, AND THE EAST 20.50 FEET OF LOT 3, TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE AFORESAID PARTS OF LOTS 2 AND 3, THE SOUTH LINE OF SAID 1.00 FOOT STRIP BEING THE NORTH LINE OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852); LYING ABOVE AN INCLINED

(CONTINUED)

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1401 008352431 D1
 STREET ADDRESS: 77 W. WACKER
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER:

LEGAL DESCRIPTION:

PLANE HAVING AN ELEVATION OF +17.26 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF SAID BLOCK 17, AND HAVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE, AND LYING BELOW AN INCLINED PLANE HAVING AN ELEVATION OF +47.26 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF SAID BLOCK 17, AND HAVING AN ELEVATION OF +51.23 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE, ALL IN BLOCK 17, IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4

THAT PART OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852, TOGETHER WITH THE SOUTH 1.50 FEET OF THE ORIGINAL 18.00 FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 1 IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17; ALSO, THE SOUTH 1.00 FOOT OF SAID ORIGINAL 18.00 FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 6 IN BLOCK 17, ALL TAKEN AS ONE TRACT, LYING WEST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 20.50 FEET OF LOT 3 IN SAID BLOCK 17, AND LYING EAST OF THE WEST LINE OF BLOCK 17, AND ITS EXTENSIONS, (AS VACATED BY THE CITY OF CHICAGO IN AN ORDINANCE PASSED MARCH 21, 1990 AND RECORDED APRIL 11, 1990 AS DOCUMENT 90161868), IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5

EASEMENT CREATED BY DOCUMENT 90164870 AND AMENDED BY DOCUMENT 91096330 WITH RESPECT TO THAT PART OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852, TOGETHER WITH THE SOUTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF THE WEST 1/2 OF LOT 7 AND THE NORTH LINE OF THE EAST 20.50 FEET OF LOT 6, ALL TAKEN AS ONE TRACT LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 20.50 FEET OF LOT 3, IN BLOCK 17, IN THE ORIGINAL TOWN OF CHICAGO, LYING WEST OF THE SOUTHERLY EXTENSION OF EAST LINE OF THE WEST 1/2 OF LOT 2 IN SAID LOT 17, LYING ABOVE AN INCLINED PLANE, HAVING AN ELEVATION OF +21.23 FEET ABOVE THE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE AFORESAID, AND HAVING AN ELEVATION OF +21.72 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE SOUTH LINE OF THE ORIGINAL 18 FOOT ALLEY AFORESAID, AND LYING BELOW AN INCLINED PLANE, HAVING AN ELEVATION OF +71.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE AFORESAID, AND HAVING AN ELEVATION OF +72.72 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE SOUTH LINE OF THE ORIGINAL 18.00 FOOT ALLEY AFORESAID, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008352431 D1
STREET ADDRESS: 77 W. WACKER
CITY: CHICAGO COUNTY: COOK
TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 6

EASEMENT WITH RESPECT TO THAT PART OF GARVEY COURT DEPICTED IN EXHIBIT "B" OF THE GRANT OF EASEMENT RECORDED AS DOCUMENT 90164870, AS AMENDED BY DOCUMENT 91096330

THE ESTATE OR INTEREST IN THE LAND DESCRIBED ABOVE AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: 77 WEST WACKER DRIVE, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS LESSOR, AND UNITED AIR LINES, INC., A DELAWARE CORPORATION, AS LESSEE, DATED AS OF OCTOBER 6, 2006, A MEMORANDUM OF LEASE WAS RECORDED OCTOBER 30, 2006 AS DOCUMENT 0630318011, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING ON THE EARLIER TO OCCUR OF MARCH 1, 2007 AND THE DATE TENANT SUBSTANTIALLY COMPLETES THE TENANT WORK AND OCCUPIES 100% OF THE RENTABLE AREA OF THE PREMISES AND ENDING 15 YEARS FROM COMMENCEMENT DATE.

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