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Doc#: 1023622085 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/24/2010 02:10 PM Pg: 1 of 10

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

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO UNITED AIR LINES REDEVELOPMENT AGREEMENT (this "Amendment"), is made and entered into as of this 27th day of July, 2010, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Community Development ("DCD"), and UAL Corporation, a Delaware corporation ("UAL") and United Air Lines, Inc., a Delaware corporation ("United", together with UAL, collectively, the "Developer").

RECITALS

A. Developer and the City have entered into a United Air Lines Redevelopment Agreement dated as of November 19, 2009 (the "RDA"), which was recorded with the Recorder of Deeds of Cook County on November 19, 2009 as Document No. 0932318043 pursuant to which the City provided additional financing to assist Developer in completing the Rehabilitation Project (as defined in the RDA), which is located on the property described in Exhibit A attached hereto (the "Property"). Capitalized terms not otherwise defined in this Amendment shall have the meanings given them in the RDA.

B. The parties desire to amend the RDA to, among other things, extend deadlines with respect to the commencement and completion of the Rehabilitation Project.

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

ARTICLE I. RECITALS

The foregoing recitals are hereby incorporated into this Amendment by reference and made a contractual part hereof.

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ARTICLE II. CLOSING CONDITIONS

The effectiveness of this Amendment is subject to the covenants and agreements contained herein, and the satisfaction of the following conditions (collectively, the "**Closing Conditions**"):

(a) Amendment. The execution of this Amendment by all parties and the recording of this Amendment;

(b) Title. The Developer has furnished the City with a date down endorsement to the Title Policy for the Property, certified by the Title Company, dated within ten days before the date this Amendment is signed, showing the Developer as the named insured, satisfying the requirements described in Section 5.05 of the RDA and noting the recording of this Amendment as an encumbrance against the Property;

(c) Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches, updated within twenty days before the date this Amendment is signed, as described under Section 5.06 of the RDA, showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens;

(d) Opinion of the Developer's Counsel. The Developer has furnished the City with an opinion of counsel, substantially in the form attached as Exhibit J to the RDA, with such changes as required by or acceptable to Corporation Counsel; provided, that 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 were obtained by the Developer from its general corporate counsel; and

(e) Corporate Documents; Economic Disclosure Statement & Required Affidavits. The Developer has delivered to the City the following documents accompanied by a certificate of the secretary or authorized officer of each entity certifying them as true, correct and complete copies that have not been amended or modified: (i) Articles of Organization or Articles of Incorporation, as applicable, (ii) good standing certificate, (iii) written consent or resolutions authorizing the execution of this Amendment, (iv) evidence of incumbency, and (v) operating agreement or bylaws, as applicable; provided, however, that if the documents described in items (i) and (v) are identical to those attached to the Certificate of Assistant General Counsel of the Developer dated November 19, 2009, then a certification to this effect shall be sufficient to satisfy the requirement described in this paragraph. The Developer has delivered Economic Disclosure Statement(s), in the City's then current form, dated the date hereof, and any and all other affidavits required by the City to be submitted in connection with this Amendment.

ARTICLE III. AMENDMENTS TO AGREEMENT

1. Amendment.

Section 3.01(a) of the RDA is deleted and the following is inserted in lieu thereof:

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(a) With respect to the Rehabilitation Project, the Developer shall, pursuant to the Plans and Specifications and the Lease and subject to the provisions of **Section 18.17** hereof: (i) commence construction of Phase I no later than October 30, 2010, (ii) commence construction of Phase II no later than April 1, 2011; (iii) complete Phase I and conduct business operations in the related portion of the United Space no later than March 1, 2011, and (iv) complete Phase II and the Rehabilitation Project and conduct business operations in the United Space no later than September 29, 2011. With respect to the use of the United Space as the Developer's Operational Headquarters, the Developer shall be bound by the Operating Covenants, Job Covenants and other obligations and deadlines described in **Section 8.06** and elsewhere in this Agreement.

ARTICLE IV. MISCELLANEOUS

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

B. **No Effect on Recording Priority of RDA or Grant Agreement; no Effect on Guaranty.** The parties agree that entering into this Amendment shall have no effect on the recording priority of the RDA or the Grant Agreement and that this Amendment shall relate back to the dates that the RDA and the Grant Agreement were originally recorded in the land title records of Cook County, Illinois. The parties agree that entering into this Amendment shall have no effect on the Guaranty.

C. **No Change in Defined Terms.** All capitalized terms not otherwise defined herein, shall have the same meanings as set forth in the RDA.

D. **Other Terms in the RDA Remain; Conflict.**

(a) Except as explicitly provided in this Amendment, all other provisions and terms of the RDA shall remain unchanged.

(b) Any further increases in the time agreed for performance by the Developer under the RDA beyond the dates shown in **Section 3.01(a)**, as amended by this Amendment, shall constitute a material amendment or change to the RDA pursuant to **Section 18.01** of the RDA and shall not be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council.

(c) In the event of a conflict between any provisions of this Amendment and the provisions of the RDA, the provisions of this Amendment shall control. Other than as specifically modified hereby, the terms and conditions of the RDA shall remain in effect with respect to the parties thereto.

E. **Representations and Warranties of Developer.** Developer acknowledges and agrees that, notwithstanding any other terms or provisions of this Amendment to the contrary, Developer shall remain liable for all of its obligations and liabilities under the RDA, as amended by this Amendment.

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

G. **Recording and Filing.** Developer shall cause this Amendment to be recorded and filed on the date hereof against the Property legally described in **Exhibit A** hereto in the conveyance and real

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property records of the county in which the Property is located. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this Amendment showing the date and recording number of record.

H. 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.

I. Counterparts. This Amendment 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.

J. Governing Law. This Amendment 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.

K. Binding Effect. This Amendment shall be binding upon Developer and the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer and the City and their respective successors and permitted assigns (as provided herein).

L. No Business Relationship with City Elected Officials. Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, 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 official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion of 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. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to the RDA or this Amendment or in connection with the transactions contemplated hereby and thereby, shall be grounds for termination of the RDA or this Amendment and the transactions contemplated hereby and thereby. 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 Amendment or the transactions contemplated thereby.

M. Duty to Maintain Eligibility to do Business with the City. The Developer shall maintain eligibility to do business with the City as required by Section 1-23-030 of the Municipal Code of Chicago. The failure of the Developer, or any controlling person of Developer, to maintain eligibility to do business with the city in violation of Section 1-23-030 shall render any action, as defined in Section 1-23-010, on behalf of or in any way connected to Developer, or any controlling person of Developer, voidable or subject to termination or revocation, as applicable, at the option of the chief procurement officer after consultation with DCD.

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

O. Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

(THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY)

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives, as of the day and year set forth above.

UAL CORPORATION

By: 

Its: Kathryn A. Mikells
Executive Vice President and
Chief Financial Officer

UNITED AIR LINES, INC.

By: 

Its: Kathryn A. Mikells
Executive Vice President and
Chief Financial Officer

CITY OF CHICAGO

By: _____

Christine Raguso,
Acting Commissioner
Department of Community Development

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives, as of the day and year set forth above.

UAL CORPORATION

By: _____

Its: _____

UNITED AIR LINES, INC.

By: _____

Its: _____

CITY OF CHICAGO

By: Christine Raguso
Christine Raguso,
Acting Commissioner
Department of Community Development

Property of Cook County Clerk's Office

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EXHIBIT A

Property

PIN: 17-16-216-009-0000

Parcel 1: LOTS 1 THROUGH 12, BOTH INCLUSIVE, AND ALL OF VACATED QUINCY STREET LYING SOUTH OF AND ADJOINING SAID LOTS 1 THROUGH 6 AND LYING WEST OF AND ADJOINING THE EAST LINE OF SAID LOT 1 EXTENDED SOUTH TO THE EAST LINE OF LOT 12 AND LYING EAST OF AND ADJOINING THE WEST LINE OF SAID LOT 6 EXTENDED SOUTH TO THE WEST LINE OF LOT 7 IN PEARSON'S SUBDIVISION OF BLOCK 83 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2: EASEMENTS IN FAVOR OF PARCEL 1 AS CREATED BY DEED OF EASEMENT DATED JULY 2, 1990 AND RECORDED JULY 2, 1990 AS DOCUMENT NUMBER 90314601, AND AMENDED BY FIRST AMENDMENT DATED AS OF JUNE 20, 1994 AND RECORDED JULY 18, 1994 AS DOCUMENT NUMBER 94622663, AND FURTHER AMENDED BY SECOND AMENDMENT TO DEED OF EASEMENT DATED AUGUST 26, 2003 AND RECORDED AUGUST 29, 2003 AS DOCUMENT NUMBER 0324145-12 ON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF BLOCK 82 LYING NORTH OF THE NORTH LINE OF WEST QUINCY STREET IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

*233 S. Wacker Dr
Chicago, IL*