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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
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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

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT AND AMENDMENT TO GRANT AGREEMENT

THIS SECOND AMENDMENT TO UNITED AIR LINES REDEVELOPMENT AGREEMENT AND AMENDMENT TO UNITED AIR LINES GRANT AGREEMENT (this "**Amendment**"), is made and entered into as of this 28th day of September, 2011, by and between the City of Chicago, an Illinois municipal corporation (the "**City**"), through its Department of Housing and Economic Development ("**HED**"), and United Continental Holdings, Inc. (formerly known as 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: (i) a United Air Lines Redevelopment Agreement dated as of November 19, 2009, which was recorded with the Recorder of Deeds of Cook County (the "**Recorder**") on November 19, 2009 as Document No. 0932318043, as amended by the First Amendment to Redevelopment Agreement dated as of July 27, 2010, which was recorded with the Recorder on August 24, 2010 as Document No. 1023622085 (as amended, the "**RDA**") 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**"), and (ii) a United Air Lines Grant Agreement dated as of November 19, 2009, which was recorded with the Recorder of Deeds of Cook County (the "**Recorder**") on November 19, 2009 as Document No. 0932318044 (the "**Grant Agreement**") pursuant to which the City agreed to pay to the Developer the Grant Funds (as defined in the Grant Agreement) pursuant to the terms and conditions of the Grant Agreement. Capitalized terms not otherwise defined in this Amendment shall have the meanings given them in the RDA.

B. The parties desire: (i) to amend the RDA to, among other things, modify a condition to the issuance of the Phase II Certificate and modify the Jobs Covenant defined therein, and (ii) to amend the Grant Agreement to, among other things, modify the Jobs Covenant defined therein.

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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.

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

(b) Economic Disclosure Statement & Required Affidavits. The Developer has delivered Economic Disclosure Statement(s), in the City's then current form, dated on or about 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 RDA AND GRANT AGREEMENT

1. Throughout each of the RDA and the Grant Agreement, all references to "Department of Community Development" and "DCD" are deleted and replaced by references to the "Department of Housing and Economic Development" and "HED."
2. **Section 7.01(b)(i)** of the RDA is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:
 - (i) A total of at least ~~2,500~~ 2,375 FTEs have been relocated to the United Space.
3. **Section 8.06(b)** of the RDA is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:
 - (b) Jobs Covenant. The Developer, directly or through one or more Affiliates, shall adhere to the following job relocation, creation and retention standards between the issuance of the Phase I and Phase II Certificates and throughout the Compliance Period after the issuance of the Phase II Certificate (collectively the "**Jobs Covenant**"):
 - (i) Prior to the date the Developer requests the City to issue the Phase I Certificate at least 1,000 FTEs shall be relocated to the United Space and at least 1,000 External Employees shall have been brought into the City. The Developer shall maintain at least 1,000 FTEs at the United Space after the issuance of the Phase I Certificate until the issuance of the Phase II Certificate.
 - (ii) Prior to the date the Developer requests the City to issue the Phase II Certificate, a total of at least ~~2,500~~ 2,375 FTEs shall be relocated to the United Space and at least 2,500 External Employees shall have been brought into the City;

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- (iii) From the issuance of the Phase II Certificate through the First Anniversary, the number of FTEs relocated to and/or created at the United Space shall be at least 2,375 FTEs; and
- (iv) ~~(iii) From the issuance of the Phase II Certificate through the~~ From the First Anniversary through the remainder of the Compliance Period, the number of FTEs relocated to and/or created at the United Space shall be at least 2,500 FTEs.

Throughout the Compliance Period, the Developer shall submit to DCDHED annual certified Jobs and Occupancy Certificates disclosing compliance with the then-applicable Jobs Covenant and the Operating Covenant to DCD HED. These Jobs and Occupancy Certificates shall be submitted to DCD HED by February 1st for the prior calendar year. The Developer agrees that it shall act in good faith and, among other things, shall not hire temporary workers or relocate workers for short periods of time for the primary purpose of avoiding a breach of the Jobs Covenant. The Jobs and Occupancy Certificate shall include the names and titles of FTEs employed at the Operational Headquarters as of the end of the prior calendar year.

4. **Section 5.02(b)** of the Grant Agreement is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

(b) Jobs Covenant. The Developer, directly or through one or more Affiliates, shall adhere to the following job relocation, creation and retention standards between the issuance of the Phase I and Phase II Certificates and throughout the Compliance Period after the issuance of the Phase II Certificate (collectively the "**Jobs Covenant**"):

- (i) Prior to the date the Developer requests the City to issue the Phase I Certificate at least 1,000 FTEs shall be relocated to the United Space and at least 1,000 External Employees shall have been brought into the City. The Developer shall maintain at least 1,000 FTEs at the United Space after the issuance of the Phase I Certificate until the issuance of the Phase II Certificate.
- (ii) Prior to the date the Developer requests the City to issue the Phase II Certificate, a total of at least ~~2,500~~ 2,375 FTEs shall be relocated to the United Space and at least 2,500 External Employees shall have been brought into the City;
- (iii) From the issuance of the Phase II Certificate through the First Anniversary, the number of FTEs relocated to and/or created at the United Space shall be at least 2,375 FTEs; and
- (iv) ~~(iii) From the issuance of the Phase II Certificate~~ From the First Anniversary through the remainder of the Compliance Period, the number of FTEs relocated to and/or created at the United Space shall be at least 2,500 FTEs.

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 DCDHED within thirty days after the end of each Compliance Year. The Developer agrees that it shall act in good faith and, among other things, shall not hire temporary workers or relocate workers for short periods of time for the primary purpose of avoiding a breach of the Jobs Covenant.

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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, the RDA or the Grant Agreement.

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 and Grant Agreement Remain; Conflict.

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

(b) Any further reductions in the required number of FTEs below the numbers shown in **Section 7.01(b)(i)** or **Section 8.06(b)(ii)** or **(i)(i)** of the RDA, in each case 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) Any further reductions in the required number of FTEs below the numbers shown in **Section 5.02(b)** of the Grant Agreement, as amended by this Amendment, shall constitute a material amendment or change to the Grant Agreement pursuant to **Section 12.01** of the Grant Agreement and shall not be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council.

(d) In the event of a conflict between any provisions of this Amendment and the provisions of the RDA or the Grant Agreement, the provisions of this Amendment shall control. Other than as specifically modified hereby, the terms and conditions of the RDA and the Grant Agreement 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 and the Grant Agreement, in each case 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 property records of the county in which the Property is located. Developer shall pay all fees and

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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, the Grant Agreement or this Amendment or in connection with the transactions contemplated hereby and thereby, shall be grounds for termination of the RDA, the Grant Agreement 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 HED.

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.

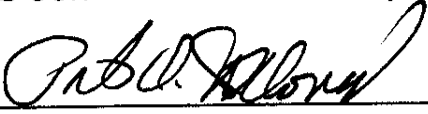
O. Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

(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.

UNITED CONTINENTAL HOLDINGS, INC.

By: 

Its: Executive Vice President and Chief
Operations Officer

UNITED AIR LINES, INC.

By: 

Its: Executive Vice President and Chief
Operations Officer

CITY OF CHICAGO

By: _____

Andrew J. Mooney, Commissioner, Department of Housing and Economic Development

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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: _____

Andrew J. Mooney, Commissioner, Department of Housing and Economic Development

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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 0324145112 ON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF BLOCK 92 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.

Street Address: 233 South Wacker Drive, Chicago Illinois