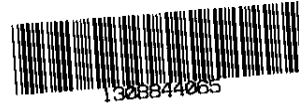


# UNOFFICIAL COPY

THIS DOCUMENT PREPARED  
BY AND AFTER RECORDING  
SHOULD BE SENT TO:

Scott D. Fehlan, Esq.  
City of Chicago Law Department  
121 North LaSalle Street, Room 600  
Chicago, IL 60602



Doc#: 1308844065 Fee: \$60.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/29/2013 12:15 PM Pg: 1 of 12

## Assumption Agreement

This Assumption Agreement (the "**Agreement**") is made as of March 28, 2013, and is entered into by and among United Continental Holdings, Inc. (formerly known as UAL Corporation), a Delaware corporation ("**Holdings**"), United Air Lines, Inc., a Delaware corporation ("**United**", together with Holdings, collectively, the "**Developer**"), Continental Airlines, Inc., a Delaware corporation ("**Continental**") and the City of Chicago, an Illinois municipal corporation (the "**City**"), through its Department of Housing and Economic Development.

## RECITALS

### A. Developer and the City have entered into:

(i) 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 and by the Second Amendment to Redevelopment Agreement and Amendment to Grant Agreement (the "**Second Amendment**") dated as of September 28, 2011, which was recorded with the Recorder on September 28, 2011 as Document No. 1127122037 (as amended, the "**RDA**") pursuant to which the City provided 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) United Air Lines Grant Agreement dated as of November 19, 2009, which was recorded with the Recorder on November 19, 2009 as Document No. 0932318044, as amended by the Second Amendment (as amended, the "**Grant Agreement**"; together with the RDA, collectively, the "**Agreements**") 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.

B. United and Continental, each wholly-owned by Holdings, have entered into an Agreement and Plan of Merger (the "**Merger Agreement**") pursuant to which United and Continental will consummate a merger (the "**Merger**"). Under the Merger (i)

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United shall merge with and into Continental, with Continental to be immediately re-named "United Airlines, Inc.", (ii) all of United's assets, including without limitation the Agreements and the Lease, shall become the assets of United Airlines, Inc., (iii) Holdings shall continue to be the parent holding company and sole owner of United Airlines, Inc., and (iv) United Airlines, Inc. shall, by operation of law, assume United's rights, duties and obligations under the Agreements. Continental has read and understands the Agreements and desires to assume all of United's rights, obligations and duties under the Agreements upon the Effective Time (as defined in the Merger Agreement) of the Merger.

C. Pursuant to **Section 18.15** of the RDA and **Section 12.15** of the Grant Agreement, United's interest in the RDA and the Grant Agreement, respectively, are not to be sold, assigned, or otherwise transferred in whole or in part unless authorized by an ordinance duly adopted by the City Council ("City Council") of the City of Chicago (the "City"). Pursuant to **Section 8.01(j)** of the RDA and **Section 5.01(j)** of the Grant Agreement, the Developer may not transfer or lease any portion of the Property in which it has an interest without the City's consent. The Developer and Continental desire to receive the City's written consent to the assignment and transfer, in connection with the Merger, of the Agreements and the Lease.

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:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Agreement by reference.

2. **Consent.** In accordance with **Section 8.01(j)**, **Section 8.26** and **Section 18.15** of the RDA and **Section 5.01(j)** of the Grant Agreement and pursuant to an ordinance duly adopted by the City Council on February 13, 2013 and published at pages 46148-46151 of the Journal of the Proceedings of the City Council of such date (the "Ordinance"), the City hereby grants its authorization of and consent to United's assignment and transfer to Continental of its rights, obligations and duties under the Agreements and the Lease and Continental's assumption of all of the United's rights, obligations and duties under the Agreements and the Lease, in each case pursuant to the Merger Agreement and subject to the covenants and agreements in this Agreement. After giving effect to the Merger, Continental shall be the Approved Successor to United.

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

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

5. **Amendment to Agreements.** Each of the Agreements are hereby amended to provide that an "Event of Default" shall include the failure by Continental or Developer to satisfy the covenants contained in this Agreement, and that no notice or cure period shall apply to the failure to satisfy the covenants described in Section 9 (Recording and Filing) or Section 19 (Release) of this Agreement, notwithstanding any

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contrary language in the Agreements. All other provisions and terms of the Agreements shall remain unchanged.

6. Authority. Each of the Developer and Continental represents and warrants that: (a) such party has the right, power and authority to enter into, execute, deliver and perform this Agreement and the person executing this Agreement on behalf of such party is duly authorized to execute this Agreement on behalf of such party; and (b) the execution, delivery and performance by such party of this Agreement has been duly authorized by all necessary action, and does not and will not violate its organizational or governing documents, any applicable provision of law, or constitute a breach of, default under or require the consent under any agreement, instrument or document to which such party is now a party or by which such party is now or may become bound.

7. Representations and Warranties of the Developer. The Developer represents and warrants that it is not in default with respect to any provision of the Agreements. Holdings acknowledges and agrees that, notwithstanding any other terms or provisions of this Agreement to the contrary, after giving effect to the Merger, Holdings shall remain liable for all of its obligations and liabilities under the Agreements and the Guaranty.

8. Representations, Warranties and Covenants of Continental. Continental represents, warrants and covenants as follows:

(a) it has received and reviewed a true, correct and complete copy of the Agreements;

(b) it acknowledges and agrees that upon the date of Closing and throughout the Term of the Agreements (or such other period specified in the Agreements) it shall be bound by, and Continental hereby covenants to assume and comply with, the terms, conditions, covenants, duties, obligations, representations and warranties set forth in the Agreements which, by their terms, are binding upon United;

(c) neither Continental, nor any affiliate person or entity controlling, controlled by or under common control with Continental, nor any person identified in the organizational chart depicting Continental's ownership being delivered to the City simultaneously herewith, is (i) in violation of any City laws, regulations and requirements including, without limitation, any "anti-scofflaw" laws); (ii) in default under any other written agreements between any such person or entity and the City, or (iii) delinquent in the payment of any amounts due to the City;

(d) Continental is qualified to do business in the State of Illinois and has obtained all qualifications, licenses and approvals required by the City of Chicago and State of Illinois in order to do business;

(e) After giving effect to the Merger, Continental shall (i) lease and occupy at least 450,000 square feet of office space in the Building (provided, however, that if Continental exercises its contraction right under the Lease and to the extent permitted by and consistent with Section 8.06 of the RDA, Continental may occupy a minimum of 400,000 square feet), (ii) use such space in the Building for the operational center

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headquarters of Continental and Holdings, and (iii) have at least the required number of FTEs at the Building, in each case in accordance with the terms of the Agreements; and

(f) Developer and Continental have delivered to the City each of the following:

(i) Economic Disclosure Statement & Affidavit forms (or recertifications thereof) ("**Disclosure Forms**") executed by Developer and Continental and, if applicable, such additional Disclosure Forms as may be required by applicable ordinances, rules and regulations in effect on the closing date of the Merger; and

(ii) an opinion of the counsel to Developer and Continental opining as to the authority of Developer and Continental to enter into this Agreement and for Continental to assume the RDA and the Grant Agreement, the due execution and enforceability of this Agreement, and such other applicable matters as may be required by the City.

9. Recording and Filing. The Developer shall cause this Agreement and all amendments and supplements hereto, if any, to be recorded and filed against the Property on or about the Effective Time with the Recorder. 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 Agreement showing the date and recording number of record.

10. Limitation of Liability. No member, official or employee of the City shall be personally liable to any party to this Agreement or any successor in interest in the event of any default or breach by the City or any successor in interest under the terms of this Agreement or the Agreements.

11. 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. Counterparts. This 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.

13. Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the Agreements, the provisions of this Agreement shall control.

14. Governing Law. This 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.

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

16. Notice. Unless otherwise specified, any notice, demand or request required under the Agreements or this Agreement shall be given in writing in the manner

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specified in the Agreements (a) to Continental, (i) 233 South Wacker Drive, Chicago, Illinois 60606, Fax No. (872) 825-8603, Attention: Vice President of Corporate Real Estate and (ii) 233 South Wacker Drive, Chicago, Illinois 60606, Fax No. (872) 825-8181, Attention: General Counsel, and (b) to any other party, at the addresses set forth in the Agreements.

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

18. 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 Agreement, or in connection with the transactions contemplated thereby, shall be grounds for termination of the Agreement and the transactions contemplated thereby. Each of the Developer and Continental 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 Agreement or the transactions contemplated thereby.

19. Release. If the Merger Agreement is amended in a manner which is inconsistent with the "Merger" as defined in the Ordinance without the prior written consent of the City, the Merger pursuant to the Merger Agreement does not occur or the Merger Agreement is terminated, the Developer shall within five business days after such amendment or termination prepare and deliver to each of the parties to this Agreement a document to be executed by each such party which shall nullify this Agreement and restore the Agreements to the form existing prior to the date hereof as if this Agreement had never been executed. Within five business days after receiving the City's signature to such document, such document shall be recorded by the Developer at the Developer's expense and the Developer shall provide the City a copy therefore showing the date and recording number of record.

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

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

22. Term. This Agreement shall be effective as of the date first written above and terminate, as to each of the RDA and the Grant Agreement, as of the date of the termination of the RDA and Grant Agreement, respectively; provided, however, that the

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City's consents and authorizations set forth in Section 2 shall be and become effective on the date that the Certificate of Merger (as defined in the Merger Agreement) is filed with the Delaware Secretary of State.

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

CONTINENTAL AIRLINES, INC., a Delaware corporation

By: [Signature]

Name: Brett J. Hart

Title: Executive Vice President, General Counsel and Secretary

UNITED CONTINENTAL HOLDINGS, INC., a Delaware corporation

By: [Signature]

Name: Brett J. Hart

Title: Executive Vice President, General Counsel and Secretary

UNITED AIR LINES, INC., a Delaware corporation

By: [Signature]

Name: Brett J. Hart

Title: Executive Vice President, General Counsel and Secretary

CITY OF CHICAGO, a municipal corporation, acting by and through its Department of Housing and Economic Development

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

Name: Andrew J. Mooney

Title: Commissioner

Property of Cook County Clerk's Office

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

CONTINENTAL AIRLINES, INC., a Delaware corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

UNITED CONTINENTAL HOLDINGS, INC., a Delaware corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

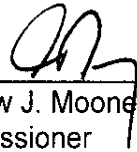
UNITED AIR LINES, INC., a Delaware corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF CHICAGO, a municipal corporation, acting by and through its Department of Housing and Economic Development

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

Name: Andrew J. Mooney

Title: Commissioner

Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

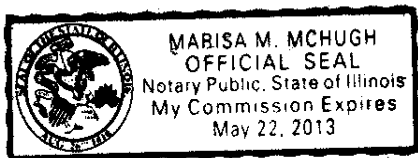
I, Marisa M. McHugh, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Brett J. Hart, personally known to me to be the VP, General Counsel + Secretary of United Continental Holdings, Inc., a Delaware corporation ("Holdings"), and personally known to me to be the 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 Holdings, as his/her free and voluntary act and as the free and voluntary act of Holdings, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 21<sup>st</sup> day of March, 2013.

Marisa M. McHugh  
 Notary Public

My Commission Expires May 22, 2013

(SEAL)



Cook County Clerk's Office



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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

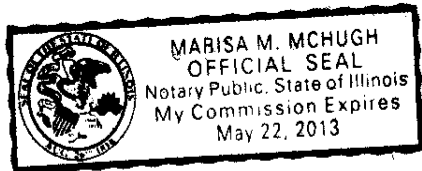
I, Marisa M. McHugh, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Drew J. Hart, personally known to me to be the VP, General Counsel + Secretary of United Air Lines, Inc., a Delaware corporation ("United"), and personally known to me to be the same person 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 21<sup>st</sup> day of March, 2013.

Marisa M. McHugh  
Notary Public

My Commission Expires May 22, 2013

(SEAL)



COOK County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

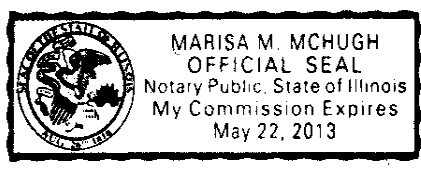
I, Marisa M. McHugh, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Brett J. Hart, personally known to me to be the VP General Counsel + Secretary of Continental Airlines, Inc., a Delaware corporation ("Continental"), and personally known to me to be the same 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 Continental, as his/her free and voluntary act and as the free and voluntary act of Continental for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 21<sup>st</sup> day of March, 2013.

Marisa M. McHugh  
Notary Public

My Commission Expires May 22, 2013

(SEAL)



COOK County Clerk's Office

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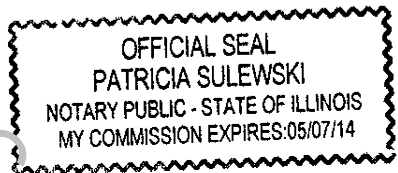
STATE OF ILLINOIS   )  
   ) SS  
 COUNTY OF COOK    )

I, Patricia Sulewski, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew J. Mooney, personally known to me to be the Commissioner of the Department of Housing and Economic 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 5<sup>th</sup> day of MARCH, 2013.

Patricia Sulewski  
 Notary Public

My Commission Expires 5/7/14



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## Exhibit A to Assumption Agreement

### Legal Description of the 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.  
CHICAGO\3837358.2  
ID\APS

COMMONLY KNOWN AS: 233 S. Wacker Dr., Chicago, IL