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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/05/2015 10:40 AM Pg: 1 of 10

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

## SECOND AMENDMENT TO UNITED AIR LINES GRANT AGREEMENT

**THIS SECOND AMENDMENT TO UNITED AIR LINES GRANT AGREEMENT** (this "Amendment"), is made and entered into as of December 31, 2014 by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and United Continental Holdings, Inc. (formerly known as UAL Corporation), a Delaware corporation ("UAL") and United Airlines, Inc., a Delaware corporation as successor-by-merger to United Air Lines, Inc. ("United", together with UAL, collectively, the "Developer").

### RECITALS

A. Developer and the City have entered into 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 as amended by the Second Amendment to Redevelopment Agreement and Amendment to Grant Agreement dated as of September 28, 2011, which was recorded with the Recorder on September 28, 2011 as Document No. 1127122037 (as amended, the "Grant Agreement") pursuant to which the City agreed to pay to the Developer the Grant Funds pursuant to the terms and conditions of the Grant Agreement in connection with a Project 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 Grant Agreement.

B. **Section 3.04** of the Grant Agreement requires Developer, within thirty (30) calendar days after the end of each Compliance Year, to submit a report (the "Grant Agreement Report") evidencing compliance with the Grant Conditions, including but not limited to the Operating Covenant, the Jobs Covenant and the RDA.

C. Developer submitted the Grant Agreement Report for the Compliance Year ended February 28, 2013 (such Compliance Year the "2013 Compliance Year", and such report the "2013 Grant Agreement Report") after the time frame specified in the Grant Agreement.

D. The City has reviewed and approved the format and content of the 2013 Grant

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Agreement Report, including the Jobs and Occupancy Certificate and an Annual Compliance Report, and has determined that, with the submission of the 2013 Grant Agreement Report, Developer has satisfied the Grant Conditions for the 2013 Compliance Year, other than the submission deadline for the 2013 Grant Agreement Report.

E. The parties desire to confirm the Developer's right to receive a Grant Funds installment with respect to the 2013 Compliance Year following the completion of the sixth consecutive Compliance Year ending February 28, 2018, subject to the terms of the Grant Agreement, as amended hereby, and subject to appropriation and/or expenditure of funds.

**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 execution by all parties hereto.

## ARTICLE III. AMENDMENT TO GRANT AGREEMENT

**Section 2** of the Grant Agreement is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

**"Compliance Year"** shall mean the twelve months ending on the last day of the month before the anniversary date of the issuance of the Phase II Certificate under the RDA. ~~For instance, if Since the Phase II Certificate is was issued on October 15 March 27, 2012, then each Compliance Year will run for the twelve month period from October 1 March 1 through September 30 February 28 or February 29, as applicable.~~

## ARTICLE IV. 2013 GRANT FUNDS

The parties agree that the Developer has performed all obligations in order to receive the \$2,000,000 Grant Funds installment with respect to the 2013 Compliance Year and that, notwithstanding Section 3.03(b)(iv) of the Grant Agreement, such payment shall be due and payable following the end of the sixth consecutive Compliance Year, ending February 28, 2018 (i.e., after the other installments have been paid), subject to (A) Developer's compliance with the Jobs Covenant, the Operating Covenant and the RDA with respect to the Compliance Year ending February 28, 2018, and (B) appropriation and/or expenditure of funds; **provided** that if sufficient funds are not appropriated and/or expended to pay all or part of the Grant Funds installment with respect to the 2013 Compliance Year or any other Compliance Year, then such funds shall be paid in subsequent years, subject to appropriation and/or expenditure, to make up any shortfall in Grant Funds that would otherwise have been due to Developer.

## ARTICLE V. MISCELLANEOUS

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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 Grant Agreement.

B. No Effect on Recording Priority of Grant Agreement; no Effect on Guaranty. The parties agree that entering into this Amendment shall have no effect on the recording priority of the Grant Agreement and that this Amendment shall relate back to the date that the Grant Agreement was 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 Grant Agreement.

D. Other Terms in the Grant Agreement Remain; Conflict.

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

(2) In the event of a conflict between any provisions of this Amendment and the provisions of the Grant Agreement, the provisions of this Amendment shall control. Other than as specifically modified hereby, the terms and conditions of 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 Grant Agreement, 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 or promptly after 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 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.

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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 hereby.

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 DPD.

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: [Signature]

Its: EVP-General Counsel & Secretary

**UNITED AIRLINES, INC.**

By: [Signature]

Its: EVP-General Counsel & Secretary

**CITY OF CHICAGO**

By: Andrew J. Mooney, Commissioner, Department of Planning and 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.

**UNITED CONTINENTAL HOLDINGS, INC.**

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

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

**UNITED AIRLINES, INC.**

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

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

**CITY OF CHICAGO**

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

Andrew J. Moorley, Commissioner, Department of Planning and Development

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STATE OF ILLINOIS )  
DU PAGE) SS  
COUNTY OF COOK )

I, Laura Asmussen, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Brett Hart, personally known to me to be the EVP - General Counsel & Secretary of United Continental Holdings, Inc, 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 18<sup>th</sup> day of December 2014.



Laura Asmussen  
Notary Public

My Commission Expires 08/08/2015

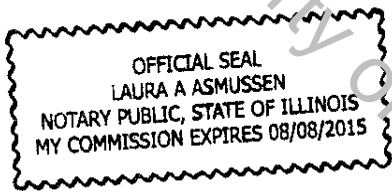
(SEAL)

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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 Brett Hart, personally known to me to be the  
VP-General Counsel & Secretary of United Airlines, 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 18<sup>th</sup> day of December, 2014



Laura Asmusen  
Notary Public

My Commission Expires 08/08/2015

(SEAL)

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 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  
CHICAGO\4380467.2  
ID\APS