

UNOFFICIAL COPY



Doc#: 0922455082 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/12/2009 11:51 AM Pg: 1 of 4

Pages 0-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153

Attn: L. Anne Williams, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
PLDSPE LLC

OR
 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
4545 Airport Way
Denver
CO 80239
USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION
Limited Liability Company

1f. JURISDICTION OF ORGANIZATION
Delaware

1g. ORGANIZATIONAL ID #, if any
4702299 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S/P)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Citicorp North America, Inc.

OR
 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
388 Greenwich Street, 19th Floor
New York
NY 10013
USA

4. This FINANCING STATEMENT covers the following collateral:

Please see attached Schedule A for collateral description. Please see legal description of land attached as Exhibit A and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Filed with Cook County Recorder's Office, IL (35899.0325)

International Association of Commercial Administrators (IACA)

UNOFFICIAL COPY

Schedule A to UCC-1 Financing Statement made by

PLDSPE LLC, as Debtor,

in favor of

Citicorp North America, Inc., as Secured Party

A. Mortgaged Property. All of Debtor's right, title and interest in and to:

- (1) the land, described on Exhibit A hereto (the "Land"), together with any greater estate therein as hereafter may be acquired by Debtor;
- (2) all improvements now owned or hereafter acquired by Debtor, now or at any time situated, placed or constructed upon the Land (the "Improvements"); the Land and Improvements are collectively referred to as the "Premises";
- (3) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities related to the Premises whether or not situated in easements (the "Fixtures");
- (4) all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC, now owned or hereafter acquired by Debtor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the "Personalty");
- (5) all reserves, escrows or impounds required under the Credit Agreement and all deposit accounts maintained by Debtor with respect to any of the property described in this sentence (the "Deposit Accounts");
- (6) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person a possessory interest in, or the right to use, all or any part of the foregoing, together with all related security and other deposits (the "Leases");
- (7) all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying all or any part of the foregoing (the "Rents");

UNOFFICIAL COPY

- (8) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of any of the foregoing (the "Property Agreements");
- (9) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing;
- (10) all property tax refunds payable with respect to any of the foregoing (the "Tax Refunds");
- (11) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "Proceeds");
- (12) all claims under insurance policies thereof, with respect to any of the foregoing (the "Insurance"); and
- (13) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any Condemnation of all or any portion of the Land Improvements, Fixtures or Personalty (the "Condemnation Awards");

B. The term "Credit Agreement" shall mean that certain Amended and Restated Credit Agreement dated as of July 1, 2009, among ProLogis NA2 REIT II LLC f/k/a ProLogis North American Closed-End Industrial Fund REIT II LLC, ProLogis NA2 LLC, f/k/a ProLogis North American Closed-End Industrial Fund, LP, ProLogis NA2 Sub Holdings LLC, ProLogis NAZ Holdings LP, Debtor, for the limited purposes stated therein, the Lenders that are parties thereto and Citicorp North America, Inc., as administrative agent for the Lenders.

C. Definitions. Terms used herein and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement.

UNOFFICIAL COPY

EXHIBIT A

Lot 1 in Kurgan's Resubdivision of the South 206.00 feet (as measured along the West line thereof) of Lot 22 (excepting the East 12.00 feet) in Centex Industrial Park Unit 5, being a S Subdivision in Section 35, Township 41 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded July 5, 1979 as Document Number 3102350, in Cook County, Illinois.

08-35-202-046

1600 Elmhurst Rd

Elk Grove Village IL

Property of Cook County Clerk's Office