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Karen A. Yarbrough
Cook County Clerk
Date: 05/23/2022 09:48 AM Pg: 1 of 6

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Paul Hastings LLP 71 S. Wacker Drive, Suite 4500 Chicago, Illinois 60606 Attention: Gregory E. Spitzer, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2125119002

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment, Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes:
This Change affects Debtor or Secured Party of record
AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 9a or 9b; ADD name: Complete item 7a or 7b, and item 7c; DELETE name: Give record name to be deleted in item 9a or 9b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME ALIGNED DATA CENTERS (ORD) PROPCO, LLC				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS 2800 Summit Avenue	CITY Plano	STATE TX	POSTAL CODE 75074	COUNTRY USA
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:
Schedule I attached hereto is included in the original filing.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME TORONTO DOMINION (TEXAS) LLC, as Collateral Agent				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
File in Cook County, Illinois

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SCHEDULE I

DESCRIPTION OF COLLATERAL

<u>Debtor:</u> ALIGNED DATA CENTERS (ORD) PROPCO, LLC 2800 Summit Avenue Plano, Texas 75074	<u>Secured Party:</u> TORONTO DOMINION (TEXAS), LLC, as Collateral Agent E&Y Tower, 222 Bay Street, 15 th Floor Toronto, ON, Canada M5K 1A2
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This financing statement covers all of Debtor's interest in the Fixtures, the Personalty and other property constituting the Property (each as hereinafter defined) to the full extent that the Fixtures, the Personalty and such other property may be subject to the Uniform Commercial Code (as defined in the Security Instrument (as hereinafter defined)).

Any capitalized terms used in this Schedule I and not defined herein shall have the meanings assigned thereto in that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Illinois), dated as of August 25, 2021, made by Debtor to Secured Party (the "*Security Instrument*").

Debtor GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Secured Party the following, subject, however, only to the matters that are set forth on Exhibit B attached to the Security Instrument (the "*Permitted Encumbrances*") and to Permitted Liens, TO HAVE AND TO HOLD the following, IN TRUST FOR THE BENEFIT OF SECURED PARTY, WITH POWER OF SALE, and Debtor does hereby bind itself, its successors and assigns to WARRANT AND DEFEND the title to the following to the Secured Party (collectively, the "*Property*").

1. The fee interest in the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Debtor (the "*Land*"),
2. All of Debtor's right, title and interest now or hereafter acquired in and to:
3. 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*"),
4. All materials, supplies, equipment, infrastructure, 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 whether or not situated in easements, and all equipment, infrastructure, inventory and other goods (including, without limitation, all partitions, appliances, furniture, furnishings, machinery, elevators, boilers, building materials, computers and software, window coverings and floor coverings and other property now or in the future attached, or installed in the Improvements and all replacements, repairs, additions, or substitutions to these items) in which Debtor

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now has or hereafter acquires any rights or any power to transfer rights and that are or are to become fixtures (as defined in the UCC) related to the Land (the "*Fixtures*"),

5. All goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, including all such items 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*"),
6. All reserves, escrows or impounds required under the Credit Agreement or any of the other Loan Documents and all deposit accounts maintained by Debtor with respect to the Property (the "*Deposit Accounts*"),
7. 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 Property, together with all related security and other deposits, including, without limitation, all rights, easements, title, interest, benefits, privilege and franchises of Debtor in, to, under, or arising from any reciprocal easement agreements affecting the Property (the "*Leases*"),
8. All of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, 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 the Property, including, without limitation, all payments, rights and claims for payments under or in respect of any reciprocal easement agreements affecting the Property (the "*Rents*"),
9. 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 the Property (the "*Property Agreements*"),
10. All rights, privileges, tenements, hereditaments, rights- of-way, easements, appurtenances and appurtenances appertaining to the foregoing, and the revers on(s), remainder(s), and claims of Debtor with respect to such items, and the benefits of any existing or future conditions, covenants and restrictions affecting the Land ,
11. All property tax refunds payable with respect to the Property (the "*Tax Refunds*"),
12. All accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "*Proceeds*"),
13. All insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor (the "*Insurance*"), and
14. All awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the "*Condemnation Awards*").

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As used herein, the term "Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein. For the avoidance of doubt, the term "Property" shall exclude any Personalty owned by Tenants under Tenancy Leases and Fixtures that Tenants are entitled to remove pursuant to Tenancy Leases unless and until the same become the property of Debtor pursuant to the terms of the applicable Tenancy Lease or otherwise pursuant to applicable laws.

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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

All that certain tract of Land situated in the West 1/2 of fractional Section 31, Township 40 North, Range 12 East of the Third Principal Meridian, being More Fully described as follows: commencing at the Southwest Corner of Section 30; thence North 00 degrees 00 minutes 00 seconds East along the West Line of Section 30 said line also being the division line between DuPage County and Cook County, a distance of 1,051.81 feet to a point on the Southerly right of way line of that certain easement conveyed by the Chicago and Northwestern Railway Company to the Commonwealth Edison Company by easement deed dated January 15, 1957 and recorded in the office of the recorder of deeds in and for Cook County, Illinois as document 16827903, on February 18, 1957 in book 52875 on Pages 192-195; thence North 70 degrees 11 minutes 30 seconds East along said Southerly right of way of said easement, a distance of 338.80 feet to a point; thence South 00 degrees 00 minutes 00 seconds West along a line parallel with and 60 feet East of (measured at Right Angles) the East right of way line of the Northern Illinois toll highway a distance of 1,147.84 feet to a point; thence continuing along the last mentioned course South 00 degrees 00 minutes 00 seconds West, a distance of 2,500 feet to a point being the Southwest corner of a certain parcel of Land conveyed to the Kroger Company by the Chicago and Northwestern Railway Company by deed dated on February 26, 1960 for a place of beginning; thence South 90 degrees 00 minutes 00 seconds East along the South Line of said parcel conveyed to the Kroger Company, a distance of 911.99 feet to a point 94 feet West of the Southeast Corner Thereof; thence South 00 degrees 00 minutes 00 seconds West along a line drawn perpendicular to said South Line, a distance of 40 feet to a point; thence South 15 degrees 00 minutes 00 seconds East, a distance of 346.50 feet to a point 150 feet Westerly of (as measured perpendicular to) the center line of yard track number 834 as now existing, of the Chicago and Northwestern Railways Proviso Yard; thence South 04 degrees 16 minutes 49 seconds West along a line parallel with and 150 feet Westerly of (as measured perpendicular to) said center line of yard number 834, a distance of 434.57 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 957.88 feet to a point on the Easterly right of way line of access road "C", said point also being 60 feet Easterly of (measured perpendicular to) the Easterly right of way line of the Northern Illinois Toll Highway; thence Northerly along said Easterly right of way line of access road "C", also being a line 60 feet Easterly of (as measured perpendicular to) the Easterly right of way line of the Northern Illinois toll highway, being a curve convex Westerly and having a radius of 7,597.44 feet, a distance of 415.42 feet to a point of tangency; thence North 00 degrees 00 minutes 00 seconds East along said Easterly right of way line of access road "C", a distance of 392.84 feet to a place of beginning, in Cook County, Illinois.

Parcel 2:

The North 12 feet (as measured at right angles to the North Line) of the Northerly 330 feet of the following described tract of Land in the Southwest 1/4 of Fractional Section 31, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows: commencing at the Southwest corner of the Southwest 1/4 of Said Fractional Section 31; thence North 00 degrees 00 minutes 00 seconds East along the West Line of the Southwest 1/4 of said Fractional Section 31, a distance of 99.65 feet to a point on the North right of way line of state Bond issue route 64 (commonly known as North Avenue) thence North 88 degrees 20 minutes 15 seconds East along said North right of way line of state Bond issue route 64, a distance of 555.85 feet to the Southwest corner of a certain parcel of Land conveyed to Burny Brothers, Inc., by the Chicago and northwestern railway company by deed dated April 1, 1960; thence Northerly along the Westerly line of said Burny Brothers, Inc. Property, said line also being the Easterly line of access road "C", the following 5 courses and distances; North 00 degrees 03 minutes 45 seconds East, a distance of 43.52 feet to a point of curvature; thence Northwesterly along a curve convex Northeasterly and having

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a radius of 192 feet, a distance of 143.73 feet to a point of tangency; thence North 42 degrees 49 minutes 45 seconds West, a distance of 115.47 feet to a point of curvature; thence Northwesterly along a curve convex Southwesterly and having a radius of 188 feet, a distance of 138.66 feet to a point of tangency; thence North 00 degrees 34 minutes 15 seconds West, a distance of 206.35 feet to the Northwest corner of said Burny Brothers, Inc. Property for a place of beginning; thence Northerly along the Easterly line of access road "C" the following 4 courses and distances; thence North 00 degrees 34 minutes 15 seconds West, a distance of 563.37 feet to a point of curvature; thence Northerly along a curve convex Easterly and having a radius of 7,542 feet, a distance of 485.94 feet to a point of tangency; thence North 4 degrees 15 minutes 45 seconds West, a distance of 94.32 feet to a point of curvature; thence Northerly along a curve convex Westerly and having a radius of 7,597.44 feet, a distance of 149.79 feet to the Southwest corner of a parcel of land conveyed to radio steel manufacturing company, by the Chicago and northwestern railway company by a deed dated January 24, 1962; thence North 90 degrees 00 minutes 00 seconds East along the South Line of Said Radio Steel Manufacturing Company Property, a distance of 957.88 feet to the Southeast Corner of Said Radio Steel Manufacturing Company property, said corner also being a point 150 feet Westerly of (as measured perpendicular to) the center line of yard track number 834 as now existing of the Chicago and northwestern Railway Company's Proviso Yard; thence South 04 degrees 16 minutes 49 seconds West along a line parallel with and 150 feet Westerly of (as measured perpendicular to) said center line of yard track number 834 a distance of 1,272.05 feet to a point on the North line of said Burny Brothers, Inc. Property; thence South 88 degrees 20 minutes 15 seconds West along the North line of said Burny Brothers, Inc. Property, a distance of 820.52 feet to the place of beginning, in Cook County, Illinois.

Parcel 3:

That part of a certain tract of Land situated in the West 1/2 of fractional Section 31, Township 40 North, Range 12 East of the Third Principal Meridian, being More Fully described as follows: commencing at the Southwest Corner of Section 30, Township 40 North, Range 12, East of the Third Principal Meridian; thence North 00 degrees 00 minutes 00 seconds East along the West Line of said Section 30 (said line also being the division line between DuPage and Cook Counties) a distance of 1051.81 feet to a point on the Southerly right of way line of that certain easement conveyed by the Chicago and Northwestern Railway Company to the Commonwealth Edison Company by easement deed dated January 16, 1957 and recorded in the office of the recorder of deeds in and for Cook County, Illinois as document 16827903 on February 18, 1957 in book 52875 on Pages 192-195; thence North 70 degrees 11 minutes 30 seconds East, along said Southerly right of way of said easement, a distance of 338.80 feet to a point; thence South 00 degrees 00 minutes 00 seconds West along a line parallel with and 60 feet East of (measured at right angles) the East right of way line of the Northern Illinois Toll Highway, a distance of 1147.84 feet to a point; thence continuing South 00 degrees 00 minutes 00 seconds West along the last mentioned course, a distance of 2500.00 feet to a point being the Southwest corner of a certain parcel of Land conveyed to the Kroger Company by the Chicago Northwestern Railway Company by deed dated February 26, 1960; thence South 90 degrees 00 minutes 00 seconds East along the South Line of said parcel conveyed to the Kroger Company, a distance of 911.99 feet to a point 94.0 feet West of the Southeast corner of said parcel conveyed to the Kroger Company, said point also being the place of beginning of the property to be described herein; Thence continuing South 90 degrees 00 minutes 00 seconds East along said South Line, a distance of 92 feet; thence South 00 degrees 00 minutes 00 seconds West at right angles to said South Line, a distance of 160.0 feet; thence North 90 degrees 00 minutes 00 seconds West at right angles to the last described course, a distance of 59.99 feet; thence North 14 degrees 56 minutes 10 seconds West, 124.20 feet; thence North 00 degrees 00 minutes 00 seconds East, 40.0 feet to the place of beginning, all in Cook County, Illinois.