

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K/A

Current report filing [amend]

Filing Date: **2013-01-09** | Period of Report: **2012-12-27**
SEC Accession No. [0001104659-13-001383](#)

([HTML Version](#) on [secdatabase.com](#))

FILER

Inland Diversified Real Estate Trust, Inc.

CIK: [1438897](#) | IRS No.: **262875286** | State of Incorporation: **MD** | Fiscal Year End: **1231**
Type: **8-K/A** | Act: **34** | File No.: [000-53945](#) | Film No.: **13519813**
SIC: **6798** Real estate investment trusts

Mailing Address

2901 BUTTERFIELD ROAD
OAK BROOK IL 60523

Business Address

2901 BUTTERFIELD ROAD
OAK BROOK IL 60523
630-218-8000

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K/A

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **January 9, 2013 (December 27, 2012)**

INLAND DIVERSIFIED REAL ESTATE TRUST, INC.

(Exact Name of Registrant as Specified in its Charter)

Maryland
(State or Other
Jurisdiction of
Incorporation)

000-53945
(Commission File
Number)

26-2875286
(IRS Employer
Identification No.)

2901 Butterfield Road
Oak Brook, Illinois 60523
(Address of Principal Executive Offices)

(630) 218-8000
(Registrant' s Telephone Number, Including Area Code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-
-

Explanatory Note.

On January 3, 2013, Inland Diversified Real Estate Trust, Inc. (the “Company”), filed a Current Report on Form 8-K (the “Initial Report”) with regard to its entry into, through a wholly-owned subsidiary, a joint venture formed for the purpose of owning, operating and managing six retail shopping centers, collectively known as the “Territory Portfolio.” The Initial Report also disclosed, among other things, that, in connection with the acquisition of the Territory Portfolio, on December 27, 2012: (1) a wholly-owned subsidiary of the joint venture entered into a loan agreement with Cantor Commercial Real Estate Lending, L.P. and borrowed an aggregate principal amount equal to \$70.455 million; and (2) another wholly-owned subsidiary of the joint venture also entered into a loan agreement with Cantor Commercial Real Estate Lending, L.P. and borrowed an aggregate principal amount equal to \$34.1 million. Both loans have identical material terms and provisions. This Current Report on Form 8-K/A is being filed to disclose a correction to the maturity date disclosed in the loan agreements for each loan, and to file the correcting agreements relating to the loans as exhibits hereto.

Item 1.01 Entry into a Material Definitive Agreement.

The information discussed under Item 2.03 of the Initial Report and this Current Report on Form 8-K/A is incorporated by reference into this Item 1.01.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

Centennial Center Loan and Eastern Beltway Loan. On January 4, 2012, each of the two wholly-owned subsidiaries entered into an agreement with the lender to correct the maturity date in the original loan agreement (collectively, the “Correction Agreements”). Pursuant to the Correction Agreements the maturity dates for each loan has been changed from February 6, 2023 to January 6, 2023.

The information set forth above does not purport to be complete in scope and is qualified in its entirety by the full text of the Correction Agreements, which are attached to this Current Report as Exhibits 10.1 and 10.2 and are incorporated into this Item 2.03 by reference.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits.**

Exhibit No.	Description
10.1	Agreement, dated as of January 4, 2013, between Inland Diversified Las Vegas Centennial Centre, L.L.C. and Cantor Commercial Real Estate Lending, L.P.
10.2	Agreement, dated as of January 4, 2013, between Inland Diversified Las Vegas Eastern Beltway, L.L.C. and Cantor Commercial Real Estate Lending, L.P.

Certain statements in this Current Report on Form 8-K/A constitute “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”) and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Words such as “may,” “anticipates,” “expects,” “intends,” “plans,” “believes,” “seeks,” “estimates,” “would,” “could,” “should” and variations of these words and similar expressions are intended to identify forward-looking statements.

These forward-looking statements are not historical facts but reflect the intent, belief or current expectations of our management based on their knowledge and understanding of the business and industry, the economy and other future conditions. These statements are not guarantees of future performance, and we caution investors not to place undue reliance on forward-looking statements. Actual results may differ materially from those expressed or forecasted in the forward-looking statements due to a variety of risks, uncertainties and other factors, including but not limited to the factors listed and described under “Risk Factors” in our Quarterly Report on Form 10-Q for the period ended September 30, 2012 and in our Annual Report on Form 10-K for the year ended December 31, 2011. Forward-looking statements in this Report reflect our management’s view only as of the date of this Report, and may ultimately prove to be incorrect or false. We undertake no obligation to update or revise forward-looking statements to reflect changed assumptions, the occurrence of unanticipated events or changes to future operating results. We intend for these forward-looking statements to be covered by the applicable safe harbor provisions created by Section 27A of the Securities Act and Section 21E of the Exchange Act.

3

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

INLAND DIVERSIFIED REAL ESTATE TRUST, INC.

Date: January 9, 2013

By: /s/ Steven T. Hippel

Name: Steven T. Hippel

Title Chief Financial Officer

4

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Agreement, dated as of January 4, 2013, between Inland Diversified Las Vegas Centennial Centre, L.L.C. and Cantor Commercial Real Estate Lending, L.P.
10.2	Agreement, dated as of January 4, 2013, between Inland Diversified Las Vegas Eastern Beltway, L.L.C. and Cantor Commercial Real Estate Lending, L.P.

5

AGREEMENT

THIS AGREEMENT (this “**Agreement**”) is dated January 4, 2013, by and between CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., a Delaware limited partnership, having an address at 110 East 59th Street, 6th Floor, New York, New York 10022 (“**Lender**”), and INLAND DIVERSIFIED LAS VEGAS CENTENNIAL CENTER, L.L.C., a Delaware limited liability company, having an address at c/o Inland Diversified Real Estate Trust, Inc., 2901 Butterfield Road, Oak Brook, Illinois 60523 (together with its successors and permitted assigns, “**Borrower**”).

Preliminary Statement

A. Lender made a loan to Borrower in the principal amount of \$70,455,000.00 (the “**Loan**”) pursuant to that certain Loan Agreement, dated as of December 27, 2012, by and between Borrower and Lender (the “**Loan Agreement**”), which Loan is evidenced by that certain Promissory Note, dated as of December 27, 2012, made by Borrower in favor of Lender.

B. Due to a scrivener’s error, the Maturity Date was erroneously defined in the Loan Agreement as “February 6, 2023 or such earlier date on which the final payment of principal of the Note becomes due and payable as therein or herein provided, whether at such stated maturity date, by declaration of acceleration, or otherwise.” rather than “January 6, 2023 or such earlier date on which the final payment of principal of the Note becomes due and payable as therein or herein provided, whether at such stated maturity date, by declaration of acceleration, or otherwise.” and the parties wish to enter into this Agreement to correct such error.

C. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing and of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Correction to Loan Agreement. Borrower and Lender acknowledge and agree that the Maturity Date as defined in the Loan Agreement shall mean “January 6, 2023 or such earlier date on which the final payment of principal of the Note becomes due and payable as therein or herein provided, whether at such stated maturity date, by declaration of acceleration, or otherwise.” and the parties hereto authorize a slip page be added to the Loan Agreement to further effectuate and evidence such correction.

2. No Novation. Except as expressly set forth herein, the Loan Agreement shall continue unmodified and in full force and effect. It is the intent of the parties that this Agreement shall not constitute a novation of the Loan Agreement.

3. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year first above written.

BORROWER:

**INLAND DIVERSIFIED LAS VEGAS CENTENNIAL
CENTER, L.L.C.**, a Delaware limited liability company

By: Inland Territory, L.L.C.,
a Delaware limited liability company, its sole member

By: Inland Territory Member, L.L.C.,
a Delaware limited liability company,
its managing member

By: Inland Diversified Real Estate Trust, Inc.,
a Maryland corporation, its sole member

By: /s/ Barry L. Lazarus
Name: Barry L. Lazarus
Title: President

LENDER:

CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., a
Delaware limited partnership

By: /s/ Jill Weinstein
Name: Jill Weinstein
Title: Secretary

Signature Page to Centennial Center Agreement

AGREEMENT

THIS AGREEMENT (this “**Agreement**”) is dated January 4, 2013, by and between CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., a Delaware limited partnership, having an address at 110 East 59th Street, 6th Floor, New York, New York 10022 (“**Lender**”), and INLAND DIVERSIFIED LAS VEGAS EASTERN BELTWAY, L.L.C., a Delaware limited liability company, having an address at c/o Inland Diversified Real Estate Trust, Inc., 2901 Butterfield Road, Oak Brook, Illinois 60523 (together with its successors and permitted assigns, “**Borrower**”).

Preliminary Statement

A. Lender made a loan to Borrower in the principal amount of \$34,100,000.00 (the “**Loan**”) pursuant to that certain Loan Agreement, dated as of December 27, 2012, by and between Borrower and Lender (the “**Loan Agreement**”), which Loan is evidenced by that certain Promissory Note, dated as of December 27, 2012, made by Borrower in favor of Lender.

B. Due to a scrivener’s error, the Maturity Date was erroneously defined in the Loan Agreement as “February 6, 2023 or such earlier date on which the final payment of principal of the Note becomes due and payable as therein or herein provided, whether at such stated maturity date, by declaration of acceleration, or otherwise.” rather than “January 6, 2023 or such earlier date on which the final payment of principal of the Note becomes due and payable as therein or herein provided, whether at such stated maturity date, by declaration of acceleration, or otherwise.” and the parties wish to enter into this Agreement to correct such error.

C. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing and of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Correction to Loan Agreement. Borrower and Lender acknowledge and agree that the Maturity Date as defined in the Loan Agreement shall mean “January 6, 2023 or such earlier date on which the final payment of principal of the Note becomes due and payable as therein or herein provided, whether at such stated maturity date, by declaration of acceleration, or otherwise.” and the parties hereto authorize a slip page be added to the Loan Agreement to further effectuate and evidence such correction.

2. No Novation. Except as expressly set forth herein, the Loan Agreement shall continue unmodified and in full force and effect. It is the intent of the parties that this Agreement shall not constitute a novation of the Loan Agreement.

3. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year first above written.

BORROWER:

**INLAND DIVERSIFIED LAS VEGAS EASTERN BELTWAY,
L.L.C.**, a Delaware limited liability company

By: Inland Territory, L.L.C.,
a Delaware limited liability company, its sole member

By: Inland Territory Member, L.L.C.,
a Delaware limited liability company,
its managing member

By: Inland Diversified Real Estate Trust, Inc.,
a Maryland corporation, its sole member

By: /s/ Barry L. Lazarus
Name: Barry L. Lazarus
Title: President

LENDER:

CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., a
Delaware limited partnership

By: /s/ Jill Weinstein
Name: Jill Weinstein
Title: Secretary

Signature Page to Eastern Beltway Agreement