



Doc# 2030128049 Fee \$93.00

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/27/2020 03:18 PM PG: 1 OF 10

| |
|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional) Dennis A Martin (704) 444-2000 |
| B. E-MAIL CONTACT AT FILER (optional) dennis.martin1@katten.com |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) Katten Muchin Rosenman LLP 550 S. Tryon Street Suite 2900 Charlotte, NC 28202-4213 |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | |
|--|--------------------------|---------------------|---|
| 1a. ORGANIZATION'S NAME BCORE Corridor Lunt Ave LLC | | | |
| OR | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) SUFFIX |
| 1c. MAILING ADDRESS 345 Park Avenue | | CITY New York | STATE POSTAL CODE COUNTRY NY 10154 USA |

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | |
|-------------------------|--------------------------|---------------------|--------------------------------------|
| 2a. ORGANIZATION'S NAME | | | |
| OR | 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) SUFFIX |
| 2c. MAILING ADDRESS | | CITY | STATE POSTAL CODE COUNTRY |

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

| | | | |
|--|--------------------------|---------------------|---|
| 3a. ORGANIZATION'S NAME MetLife Real Estate Lending LLC | | | |
| OR | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) SUFFIX |
| 3c. MAILING ADDRESS One MetLife Way | | CITY Whippany | STATE POSTAL CODE COUNTRY NJ 07981 USA |

4. COLLATERAL: This financing statement covers the following collateral:

This financing statement covers all assets of Debtor, including, without limitation, all of the collateral described on Schedule I attached hereto and made a part hereof, whether now, owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest.

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SC Y
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| | |
|--|--|
| 5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative | |
| 6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility | 6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Lien |
| 7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input checked="" type="checkbox"/> Licensee/Licensee | |

8. OPTIONAL FILER REFERENCE DATA:
Filed with: IL - Cook County Recorder (255690-00586)

F#747817
A#1031426

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

BCORE Corridor Lunt Ave LLC

OR
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR
10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR
11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See attached Exhibit A to Schedule I incorporated herein.

17. MISCELLANEOUS:

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SCHEDULE I TO UCC FINANCING STATEMENT

DEBTOR: **BCORE CORRIDOR LUNT AVE LLC,**
 a Delaware limited liability company
 c/o BREIT Operating Partnership L.P.
 345 Park Avenue
 New York, New York 10154

SECURED PARTY: **METLIFE REAL ESTATE LENDING LLC,**
 a Delaware limited liability company
 One MetLife Way
 Whippany, New Jersey 07981

Reference is hereby made to that certain Mortgage, Assignments of Leases and Rents, Security Agreements and Fixture Filings by Debtor for the benefit of Secured Party (the "**Mortgage**").

This financing statement covers the following property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "**Property**"):

- (1) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "**Land**");
- (2) Additional Land. All additional lands, estates and development rights (to the extent assignable) hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental deed of trust or otherwise be expressly made subject to the lien of this financing statement;
- (3) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");
- (4) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of any Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

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- (5) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by any Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by any Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to Tenants under Leases (as hereinafter defined) except to the extent that any Debtor shall have any right or interest therein;
- (6) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by any Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of any Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which Tenants are entitled to remove pursuant to Leases except to the extent that any Debtor shall have any right or interest therein;
- (7) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by any Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof

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(collectively, the “**Personal Property**”), and the right, title and interest of any Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the “**Uniform Commercial Code**”), superior in lien to the lien of this financing statement and all proceeds and products of the above;

- (8) Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against any Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the “**Bankruptcy Code**”) (collectively, the “**Leases**”) and all right, title and interest of any Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against any Debtor of any petition for relief under the Bankruptcy Code (collectively, the “**Rents**”) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;
- (9) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
- (10) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;
- (11) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
- (12) Rights. The right, in the name and on behalf of any Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;
- (13) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses (to the extent permitted by applicable law), plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto (subject to any restrictions on assignment), respecting or pertaining to the

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use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of any Debtor therein and thereunder, including, without limitation, the right, upon the occurrence and during the continuance of any Event of Default under the Loan Agreement or any other Loan Document, to receive and collect any sums payable to the applicable Debtor thereunder, provided that, unless an Event of Default has occurred and is continuing, Debtor shall be entitled to act in connection with any of the foregoing in accordance with the applicable requirements of the Loan Agreement and other Loan Documents and provided such actions do not violate any covenant contained herein or therein;

- (14) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;
- (15) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, all accounts, escrows, reserves, deposits and impounds established or maintained pursuant to the Loan Agreement, the Cash Management Agreement, and the Clearing Account Agreement (collectively, the “**Accounts**”); together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;
- (16) Letter of Credit. All letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) any Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to herein;
- (17) Tort Claims. All commercial tort claims any Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to herein;
- (18) Interest Rate Protection Agreement. Any Interest Rate Protection Agreement, including, but not limited to, all “accounts”, “chattel paper”, “general intangibles” and “investment property” (as such terms are defined in the Uniform Commercial Code as from time to time in effect) constituting or relating to the foregoing; and all products and proceeds of any of the foregoing;
- (19) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims;
- (20) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise; and

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- (21) Other Rights. Any and all other rights of any Debtor in and to the items set forth in subsections (1) through (20) above.

AND without limiting any of the other provisions of this financing statement, to the extent permitted by applicable law, Debtor expressly grants to Secured Party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements, all beneficial easements appertaining thereto and the Fixtures are collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of this financing statement be deemed conclusively to be real estate and conveyed hereby.

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Initially capitalized terms used herein and not otherwise defined are used as defined in the Loan Agreement.

"**Assignment of Management Agreement**" shall mean, collectively, that certain Assignment of Management Agreements and Subordination of Management Fees, dated as of the date hereof, among Debtors, Manager and Secured Party, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"**Award**" shall mean, with respect to any Individual Property, any compensation paid by any Governmental Authority in connection with a condemnation in respect of all or any part of such Individual Property.

"**Cash Management Agreement**" shall mean that certain Cash Management Agreement, dated as of the Closing Date, among Secured Party and Debtor, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"**Clearing Account Agreement**" shall mean that certain Deposit Account Control Agreement (Soft Lockbox), dated as of the date hereof, among Debtors, Secured Party and Clearing Bank with respect to the Rents in respect of the Property, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"**Clearing Bank**" shall mean individually and/or collectively (as the context may require), Wells Fargo Bank, N.A. and any successor eligible institution thereto reasonably acceptable to Secured Party.

"**Closing Date**" shall mean June 25, 2020.

"**Contribution Agreement**" shall mean, individually and/or collectively (as the context requires) (a) that certain Contribution Agreement dated the Closing Date, between each Debtor, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time and (b) that certain Contribution Agreement dated the date hereof, between each individual Guarantor, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

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"**Environmental Indemnity**" shall mean that certain Unsecured Indemnity Agreement, dated as of the Closing Date, executed and delivered by Debtors in connection with the Loan for the benefit of Secured Party, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"**Event of Default**" shall have the meaning set forth in Section 10.1(a) of the Loan Agreement.

"**Governmental Authority**" shall mean any court, board, agency, commission, office or authority of any nature whatsoever or any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

"**Guarantor**" shall mean, individually and/or collectively (as the context requires), BREIT INDUSTRIAL HOLDINGS LLC, a Delaware limited liability company, together with its successors and assigns permitted under the Loan Agreement.

"**Guaranty**" shall mean that certain Recourse Carve-out Guaranty, dated as of the Closing Date, executed and delivered by Guarantor for the benefit of Secured Party, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"**Individual Property**" shall mean each parcel of land, the Improvements thereon and all personal property owned by any individual Debtor and encumbered by the applicable Mortgage, together with all rights pertaining to such property and the Improvements thereon, as more particularly described in the granting clauses of each such Mortgage and referred to therein as the "Property."

"**Loan Agreement**" shall mean that certain Loan Agreement, dated as of the Closing Date, among the Secured Party, Debtors and the other Borrowers thereunder (collectively, "**Debtors**"), as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"**Loan Documents**" shall mean, collectively, the Loan Agreement, the Note, the Mortgages, the Clearing Account Agreement, the Cash Management Agreement, the Environmental Indemnity, the Guaranty, any Assignment of Cap Agreement, the Assignment of Management Agreement, the Contribution Agreement, the Post Closing Agreement and all other documents now or hereafter executed and delivered by Debtors and Guarantor in connection with the Loan, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"**Manager**" shall mean (i) with respect to each Individual Property, Link Industrial Management LLC or (ii) any Qualified Manager.

"**Note**" shall mean that certain Promissory Note dated as of the Closing Date, made by Debtors in favor of Secured Party, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

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“**Post Closing Agreement**” shall mean that certain Post-Closing Obligations Agreement, dated as of the Closing Date, by Debtor and Secured Party, as the same may be amended, restated or otherwise modified in accordance with the terms of the Loan Agreement.

“**Tenant**” shall mean any Person obligated by contract or otherwise to pay monies (including a percentage of gross income, revenue or profits) under any Lease now or hereafter affecting all or any part of any Individual Property.

Property of Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 74 in Centex Industrial Park Unit 45 being a Subdivision of Section 34, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 1250-1260 Lunt Ave, Elk Grove Village, IL 60007

P.I.N. # 08-34-202-006-0000

Property of Cook County Clerk's Office