

19-016-0081 - SPY
41547



W2700107

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

E# 2700107 PG 1 OF 7
ERNEST D ROWLEY, WEBER COUNTY RECORDER
27-Aug-14 1238 PM FEE \$24.00 DEP SC
REC FOR: METRO NATIONAL TITLE
ELECTRONICALLY RECORDED

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Kaye Scholer LLP 425 Park Avenue New York, NY 10022 Attn: Stephen Gliatta, Esq.

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 AGNL PASTRY, L.L.C.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o Angelo, Gordon & Co., L.P., 245 Park Avenue, 26th floor	New York	NY	10167	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 THE ROYAL BANK OF SCOTLAND PLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
600 Washington Boulevard	Stamford	CT	06901	USA

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

The property covered by this Financing Statement is more particularly described in Schedule A attached hereto and made a part hereof, said property being located at the premises described in Exhibit A attached hereto and made a part hereof.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable) Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

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 AGNL PASTRY, L.L.C.	
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 Exhibit A

17. MISCELLANEOUS

SCHEDULE A
TO UCC FINANCING STATEMENT

Debtor: **AGNL PASTRY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY**

Secured Party: **THE ROYAL BANK OF SCOTLAND PLC**

This Financing Statement covers the following types (or items) of property:

All of Debtor's right, title and interest in and to the fee simple estate in the land described in Exhibit A (the "**Premises**"), and the buildings, structures, fixtures and other improvements now or hereafter located thereon (the "**Improvements**");

TOGETHER WITH: all right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises, the Improvements, and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "**Trust Property**");

(a) all the estate, right, title, claim or demand whatsoever of Debtor either in law or in equity, in possession or expectancy, of, in and to the Trust Property or any part thereof;

(b) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, 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 Debtor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(c) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Debtor, or in which Debtor has or shall have an interest (but solely to the extent of Debtor's interest), now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "**Equipment**"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect in the State where the Trust Property is located (the "**UCC**"), superior in lien to the lien of the Deed of Trust;

(d) all awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements;

(e) all leases, subleases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "**Leases**") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding or in lieu of rent or rent equivalents), royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or the Improvements, or rendering of services by Debtor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "**Rents**"), together with 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;

(f) all proceeds of and any unearned premiums on any insurance policies covering the Trust 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 Trust Property, provided, however, any Proceeds shall be applied in the manner set forth in the Loan Agreement;

(g) Following and during the continuance of an Event of Default, the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Trust Property and to commence any action or proceeding to protect the interest of Secured Party in the Trust Property;

(h) all accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Trust Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Trust Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Trust Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "**Intangibles**"); and

(i) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

The following terms shall have the respective meanings set forth below (such meaning to be equally applicable to the singular and plural forms of the terms defined, as the context may require):

"Bankruptcy Proceeding" shall mean the filing by Debtor of a petition under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of Debtor's property.

"Closing Date" shall mean August 21, 2014.

"Deed of Trust" shall mean that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of the Closing date made by Debtor to Metro National Title, as trustee for the benefit of Secured Party, as the same may be amended, supplemented, restated, increased, extended or consolidated from time to time.

"Debt" shall mean all sums which may or shall become due under the Note or under any of the other documents evidencing, securing or executed in connection with the Loan (the Note, the Deed of Trust, the Loan Agreement and such other documents, as any of the same may, from time to time, be modified, amended or supplemented, being hereinafter collectively referred to as the **"Loan Documents"**), including (i) the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy (whether or not a claim is allowed against Trustor for such interest or other amounts in any such bankruptcy proceeding) or the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code, and (ii) the actual out-of-pocket costs and expenses of enforcing any provision of any Loan Document.

"Event of Default" shall have the meaning set forth in Section 8.1 of the Loan Agreement.

"Loan Agreement" shall mean that certain Loan Agreement dated as of the Closing Date, made by and between Debtor and Secured Party, as the same may, from time to time, be modified, amended or supplemented.

"Note" shall mean, that certain Promissory Note, dated as of the Closing Date, made by Debtor to Secured Party, as each of the same may be amended, supplemented, restated, increased, extended or consolidated from time to time.

"State" means the state in which such Trust Property is located.

Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Deed of Trust and/or the Loan Agreement.

EXHIBIT A**Legal Description**

A part of the South Half of Section 25, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point (North 89°52' West 1268.0 feet) North 89°34'13" West 1250.97 feet along the Section Line and (North 26°12' West) North 25°54'13" West 48.10 feet from the Southeast corner of said Section 25 and which point is the intersection of the Westerly right-of-way boundary of the Oregon Short Line Railroad and the Northerly line of 2700 North Street - Utah State Route 134 (80 foot wide right-of-way); running thence North 89°53'58" West 1059.83 feet, along said Northerly line of 2700 North Street to a point being 300.00 feet perpendicularly distant Easterly from the Quarter Section line; thence North 0°39'40" East 300.01 feet, along a line parallel to and being 300.00 feet perpendicularly distant Easterly from the Quarter Section line to a point being 300.00 feet perpendicularly distant Northerly from the Northerly line of 2700 North Street; thence North 89°53'58" West 500.02 feet along a line parallel to and being 300.00 feet perpendicularly distant Northerly from said Northerly line of Street to a point being 200.00 feet perpendicularly distant Westerly from the Quarter Section line; thence North 0°39'40" East 1399.39 feet along a line parallel to and being 200.00 feet perpendicularly distant Westerly from the Quarter Section line; thence North 64°05'47" East 641.95 feet along a line perpendicular to the Westerly right-of-way line of the Oregon Short Line Railroad to a point on said Westerly Railroad right-of-way line; thence (South 26°12' East) South 25°54'13" East 2203.90 feet along said Westerly line of the Railroad right-of-way to the point of beginning.

EXCEPTING THEREFROM the following: A parcel of land in fee for the widening of the existing highway State Route 134 known as project No. SP-0134(2)11, being part of an entire tract of property, situated in the SW1/4SE1/4 and the SE1/4SE1/4 of Section 25, T.7N., R.2W., S.L.B. & M. The boundaries of said parcel of land are described as follows: Beginning at the Southeast corner of said entire tract 43.14 feet perpendicularly distant northerly from the control line of said project at engineers station 49+08.38, which point is 1250.97 feet North 89°34'13" West and 48.10 feet North 25°54'13" West from the Southeast corner of said Section 25; and running thence North 89°53'56" West 1,060.01 feet along the Southerly boundary line of said entire tract to the Southwest corner of said entire tract, which corner is 37.01 feet perpendicularly distant Northerly from said control line; thence North 0°39'40" East 17.99 feet along the Westerly boundary line of said entire tract to a point 55.00 feet perpendicularly distant Northerly from said control line; thence South 89°34'05" East 321.63 feet along a line parallel to said control line to a point 55.00 feet perpendicularly distant Northerly from said control line; thence North 49°20'28" East 52.89 feet to a point 89.76 feet perpendicularly distant northerly from said control line; thence South 89°42'31" East 40.49 feet to a point 89.86 feet perpendicularly distant Northerly from said control line; thence South 48°45'15" East 53.34 feet to a point 55.00 feet perpendicularly distant Northerly from said control line; thence South 89°34'05" East 258.75 feet along a line parallel to said control line to a point 55.00 feet perpendicularly distant Northerly from said control line; thence North 53°53'50" East 50.39 feet to a point 85.00 feet perpendicularly distant Northerly from said control line; thence South 89°34'05" East 40.95 feet to a point 85.00 feet perpendicularly distant Northerly from said control line; thence South 52°41'47" East 50.00 feet to a point 55.00 feet perpendicularly distant Northerly from said control line; thence South 89°34'05" East 231.51 feet to a point in the Easterly boundary line of said entire tract, which point is 55.00 feet perpendicularly distant Northerly from said control line; thence South 25°54'13" East 13.24 feet along said Easterly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. (E#2078401)

EXCEPTING THEREFROM the following: A parcel of land in fee for the widening of the existing highway State Route 134 known as Project No. SP-0134(2)11, being part of an entire tract of property, situated in SW1/4SE1/4 and the SE1/4SE1/4 of Section 25, T.7N., R.2W., S.L.B. & M. The boundaries of said parcel of land are described as follows: Beginning at a point in the Easterly boundary line of said

Order Number: 41547B

entire tract 55.00 feet perpendicularly distant Northerly from the control line of said project at engineers station 49+02.51, which point is 1,250.97 feet North 89°34'13" West and 61.34 feet North 25°54'13" West from the Southeast corner of said Section 25; and running thence North 89°34'05" West 11.16 feet along a line parallel to said control line to a point 55.00 feet perpendicularly distant Northerly from said control line; thence North 25°54'13" West 42.21 feet to a point 92.83 feet perpendicularly distant Northerly from said control line; thence North 64°06'18" East 10.00 feet to a point in the Easterly boundary line of said entire tract 97.26 feet perpendicularly distant Northerly from said control line; thence South 25°54'13" East 47.16 feet along said Easterly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. (E#2078402)