

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) James C. Wine - 515-283-3188
B. E-MAIL CONTACT AT FILER (optional) jwine@nyemaster.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) James C. Wine Nyemaster Goode, P.C. 700 Walnut Street, Suite 1600 Des Moines, Iowa 50309

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 TS PARTNERS, LLC				
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS 1100 East 6600 South, Ste. #201		CITY Salt Lake City	STATE UT	POSTAL CODE 84121 COUNTRY 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 RELIASTAR LIFE INSURANCE COMPANY				
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS 5780 Powers Ferry Road, NW, Suite 300		CITY Atlanta	STATE GA	POSTAL CODE 30327 COUNTRY USA

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

See Exhibit A and Exhibit B attached hereto.

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 Filing
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 type="checkbox"/> Licensee/Licensee	

8. OPTIONAL FILER REFERENCE DATA:
To be filed with the Washington Office of the Recorder - ING Loan No. 28917; 1980600-1111

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME TS PARTNERS, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME
		MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
			11g. ORGANIZATIONAL ID #, if any
			<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME
		MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:
See Exhibit A attached hereto

16. Additional collateral description:

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured Home Transaction
 Filed in connection with a Public Finance Transaction

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

Debtor: TS Partners, LLC
Secured Party: Reliastar Life Insurance Company

Towne Storage Self Storage (UT-1111)

EXHIBIT A
Legal Description

A parcel of land in Washington County, Utah described as follows:

Parcel 7:

Beginning at a point on the South Right of Way line for Riverside Drive, said point being North 00°54'14" East 704.18 feet along the center section line and North 90°00'00" East 172.42 feet from the South Quarter Corner of Section 28, Township 42 South, Range 15 West, Salt Lake Base and Meridian to the point of Beginning; thence North 53°53'34" East 186.14 feet along said Right of Way; thence South 36°15'02" East 445.72 feet; thence South 52°44'59" West 43.46 feet to a point of a 262.50 radius curve to the left with a radius that bears South 10°14'39" West through a central angle of 16°56'01" along the said curve 77.58 feet; thence South 83°18'39" West 94.04 feet; thence North 36°15'02" West 352.93 feet to a point on the South Right of Way line for Riverside Drive which is the point of beginning.

The following is shown for informational purposes only: Tax ID No. SG-5-2-28-230

Parcel 7A:

A right-of-way easement as defined by Instrument recorded November 3, 2006 as Entry No. 20060051322 of Official Records, and being described as follows:

Beginning at a point on the South right of way line for Riverside Drive, said point being North 0°54'14" East 681.77 feet along the Center Section Line and North 90°00'00" East 142.05 feet from the South Quarter Corner of Section 28, Township 42 South, Range 15 West, Salt Lake Base and Meridian and running thence North 53°53'34" East along the South right of way line of Riverside Drive, 30.00 feet; thence South 36°15'02" East 20.00 feet; thence North 53°53'34" East 38.03 feet; thence South 36°15'02" East 349.87 feet; thence South 83°18'39" West along said parcel 34.49 feet; thence North 36°15'02" West 302.94 feet; thence South 53°53'34" West 38.03 feet; thence North 36°15'02" West 50.00 feet to the point of beginning.

Debtor: TS Partners, LLC
Secured Party: Reliastar Life Insurance Company

EXHIBIT B
Description of Collateral

Debtor: TS PARTNERS, LLC, a Utah limited liability company
Secured Party: RELIASTAR LIFE INSURANCE COMPANY, a Minnesota corporation
Premises: Described in Exhibit A to this Financing Statement

This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property, whether now owned or hereafter acquired by the Debtor (the "Collateral"):

(a) **Personal Property.** All machinery, apparatus, equipment, goods, systems, building materials, carpeting, furnishings, fixtures and property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the Premises, or any part thereof, or used or usable in connection with any construction on or any present or future operation of the Premises, now owned or hereafter acquired by Debtor, including, but without limitation of the generality of the foregoing: all heating, lighting, refrigerating, ventilating, air-conditioning, air-cooling, fire extinguishing, plumbing, cleaning, telephone, communications and power equipment, systems and apparatus; and all elevators, switchboards, motors, pumps, screens, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors; and all cranes and craneways, oil storage, sprinkler/fire protection and water service equipment; and also including any of such property stored on the Premises or in warehouses and intended to be used in connection with or incorporated into the Premises or for the pursuit of any other activity in which Debtor may be engaged on the Premises, and including without limitation all tools, musical instruments and systems, audio or video equipment, cabinets, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other window and floor coverings, decorative fixtures, plants, cleaning apparatus, and cleaning equipment, refrigeration equipment, cables, computers, and computer equipment, software, books, supplies, kitchen equipment, appliances, tractors, lawn mowers, ground sweepers and tools, swimming pools, whirlpools, recreational or play equipment together with all substitutions, accessions, repairs, additions and replacements to any of the foregoing; it being understood and agreed that all such machinery, equipment, apparatus, goods, systems, fixtures, and property are a part of the Premises and are declared to be a portion of the security for the Obligations (as defined in the Security Agreement executed by Debtor in favor of Secured Party) (whether in single units or centrally controlled, and whether physically attached to said real estate or not), excluding, however, personal property owned by tenants of the Premises. All of such property is collectively referred to as the "Personal Property."

Debtor: TS Partners, LLC
Secured Party: Reliastar Life Insurance Company

(b) **Accounts.** All accounts receivable and any right of Debtor to payment for goods sold or leased or for services rendered, whether or not yet earned by performance, and whether or not evidenced by an instrument or chattel paper, arising from the operation of the Premises together with those accounts now existing or hereafter created, substitutions therefor, proceeds thereof (whether cash or noncash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any or all of the foregoing and proceeds therefrom (collectively, the "Accounts").

(c) **Permits.** All authorizations, licenses, permits, contracts, management agreements, franchise agreements, and occupancy and other certificates concerning the ownership, use and operation of the Premises (collectively, the "Permits").

(d) **Rents and Deposits.** All monies on deposit for the payment of real estate taxes or special assessments against the Premises or for the payment of premiums on policies of fire and other hazard insurance covering the Collateral or the Premises except as provided in the Deeds of Trust (as defined in the Security Agreement executed by Debtor in favor of Secured Party); all proceeds paid for damage done to the Collateral or the Premises except as provided in the Deeds of Trust; all proceeds of any award or claim for damages for any of the Collateral or the Premises taken or damaged under the power of eminent domain or by condemnation; all rents, issues and leases of the Premises; and all tenants' or security deposits held by Debtor in respect of the Premises.

(e) **Trade Names and Rights.** All names under or by which the Premises or any improvements thereon may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents, patents pending and goodwill with respect to the Premises.

(f) **Memberships.** All shares of stock or partnership interest or other evidence of ownership of any part of the Premises that is owned by Debtor in common with others, including all water stock relating to the Premises, if any, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Premises and any management agreements.

(g) **Plans.** All plans and specifications (except those owned by third parties) prepared for construction of improvements on the Premises and all studies, data and drawings related thereto; and all contracts and agreements of

Debtor: TS Partners, LLC
Secured Party: Reliastar Life Insurance Company

Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of improvements on the Premises.

(h) Reserve Accounts. All reserve, deposit or escrow accounts made pursuant to any loan document made between Debtor and Secured Party with respect to the Premises, together with all income, profits, benefits and advantages arising therefrom.

(i) Other Collateral. All goods, accounts, general intangibles, chattel paper, instruments, documents, consumer goods, equipment and inventory (as defined in the applicable Uniform Commercial Code ("UCC")) located on and used in the operation of the Premises.

(j) Substitutions. All substitutions, accessions, additions and replacements to any of the foregoing.

(k) Products and Proceeds. All products and proceeds of any of the foregoing, or with respect to the Premises, including without limitation, insurance proceeds, proceeds of any voluntary or involuntary disposition or diminution in value of any of the foregoing or of the Premises, and any claim respecting any thereof (pursuant to judgment, condemnation award or otherwise) and all goods, accounts, general intangibles, chattel paper, instruments, documents, consumer goods, equipment and inventory, wherever located, acquired with the proceeds of any of the foregoing or proceeds thereof.

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