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 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 FOUNDERS TITLE  
 BY: eCASH, DEPUTY - EF 9 P.

**UCC FINANCING STATEMENT**  
 FOLLOW INSTRUCTIONS

*F85111*

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>James C. Wine - 515-283-3188</b>
B. E-MAIL CONTACT AT FILER (optional) <b>jwine@nyemaster.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <b>James C. Wine</b>  <b>Nyemaster Goode, P.C.</b>  <b>700 Walnut Street, Suite 1600</b>  <b>Des Moines, Iowa 50309</b> </div>

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 <b>TS PARTNERS, LLC</b>			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS <b>1100 East 6600 South, Ste. #201</b>		CITY <b>Salt Lake City</b>	STATE   POSTAL CODE   COUNTRY <b>UT   84121   USA</b>

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 <b>RELIASTAR LIFE INSURANCE COMPANY</b>			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS <b>5780 Powers Ferry Road, NW, Suite 300</b>		CITY <b>Atlanta</b>	STATE   POSTAL CODE   COUNTRY <b>GA   30327   USA</b>

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

See Exhibit A and Exhibit B attached hereto.

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:

**To be filed with the Salt Lake County 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:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 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. <b>SEE INSTRUCTIONS</b>	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

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

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

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

Towne Storage Self Storage (UT-1111)

EXHIBIT A  
Legal Description

Parcel No 1:

A parcel of land situate in the Northwest Quarter of Section 31, Township 2 South, Range 1 West, Salt Lake Base and Meridian. Said Parcel of land is more particularly described as follows:

Beginning at the intersection of the Northeasterly right of way line of The Denver and Rio Grande Western Railroad Company and the Northwesterly right of way the New Bingham Highway (a 135-foot wide State Road) which point is South 89°59'40" West 1108.587 and South 1482.87 feet from the North Quarter Corner of Section 31, Township 2 South, Range 1 West, Salt Lake Base and Meridian; said point is 50.0 feet perpendicularly distant Northeasterly from the centerline of the existing mainline track of The Denver and Rio Grande Western Railroad Company; thence North 10°47'00" West 457.00 feet; thence North 79°13'00" East 322.00 feet; thence South 10°47'00" East 213 feet; thence North 79°13'00" East 70.00 feet; thence South 10°47'00" East 93.50 feet to the Northwesterly right of way of said New Bingham Highway; thence along the Northwesterly right of way of the New Bingham Highway South 58°12'50" West 419.90 feet to the point of beginning.

*The following is shown for informational purposes only: Tax ID No. 21-31-126-003*

Parcel 2:

Beginning at the Northeast corner of Parcel A of the Proposed Bluffpointe Subdivision, West Jordan City, Salt Lake County, Utah which point is also South 89°59'40" West 877.78 feet along the section line and due South 973.72 feet from the North Quarter Corner of Section 31, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence South 79°13'00" West 160.00 feet; thence North 10°47'00" West 40.00 feet; thence North 79°13'00" East 160.00 feet; thence South 10°17'00" East 40.00 feet to the point of beginning.

*The following is shown for informational purposes only: Tax ID No. 21-31-126-006*

Parcel 3:

Lot 4, WASATCH PLANTATION SUBDIVISION LOT 2 AMENDED, according to the official plat thereof on file and of record in the Office of the Salt Lake County Recorder.

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

*The following is shown for informational purposes only: Tax ID No. 20-01-351-009*

Parcel 3A:

Easement over and across the following described parcel:

Beginning at a point on the East line of 5600 West Street, (a 53.00 foot half-width), said point being North 89°51'10" West 13.00 feet and South 00°07'46" East 339.53 feet from the Northwest corner of Lot 2, Wasatch Plantation Subdivision, said point of beginning also being North 0°07'46" West 980.64 feet along the section line and South 89°51'10" East 53.00 feet from the Southwest corner of Section 1, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°51'10" East 200.00 feet; thence South 0°07'46" East 25.00 feet; thence North 89°39'23" West 200.00 feet to the East line of 5600 West Street, (a 53.00 foot half-width); thence North 0°07'46" West 25.00 feet along the East line of 5600 West Street to the point of beginning.

As set forth in that certain Grant of Easement recorded December 18, 1997 as Entry No. 6818525 in Book 7834 at Page 2397, subject to the terms, conditions, limitations and obligations of said estate and any failure to comply with same.

Parcel 4: 'Intentionally Removed'

Parcel 5:

An irregular shaped parcel of land situate in the Northeast quarter of Section 2, Township 1 South, Range 1 West of the Salt Lake Meridian, Salt Lake County, Utah, said parcel being more particularly described as follows:

Beginning at the Southeast corner of Block 81, Plat "A", Salt Lake City Survey; thence North 00°04'12" East, along the East line of said Block 81 a distance of 17.06 feet, more or less, to a point in a curve, concave Southwesterly, having a radius of 613.33 feet and a chord bearing North 24°48'36" West 37.06 feet, more or less; thence Northwesterly along said curve a distance of 37.07 feet, more or less, to the most Easterly corner of that certain parcel of land as heretofore conveyed to George A. Fordsham by Union Pacific Railroad Company by Quit Claim deed dated November 16, 1994; thence South 57°53'40" West, along the Southerly line of said conveyed parcel a distance of 19.94 feet; thence South 30°45'17" East, a distance of 4.80 feet to an angle point; thence South 00°04'12" West, a distance of 36.01 feet to a point in the South line of aforesaid Block 81; thence North 89°55'55" East, along said South line a distance of 30.01 feet to the point of beginning.

*The following is shown for informational purposes only: Tax ID No. 15-01-106-003*

Parcel 6:

Beginning at a point on the South line of Block 81, Plat "A", Salt Lake City Survey, said point being South 89°55'24" West a distance of 30.00 feet from the Southeast corner of

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

said Block 81; thence South 89°55'24" West a distance of 163.50 feet; thence North 00°04'01" East a distance of 172.75 feet; thence South 89°58'42" East a distance of 97.60 feet to a point on a 613.33 foot radius non-tangent curve; thence along said curve to the right (center bears South 49°48'03" West) through a central angle of 13°39'20" a distance of 146.18 feet; thence South 57°53'40" West a distance of 19.96 feet; thence South 30°45'17" East a distance of 4.57 feet; thence South 00°04'36" East a distance of 36.17 feet to the point of beginning.

*The following is shown for informational purposes only: Tax ID No. 15-01-106-006*

Parcel 6A:

A non-exclusive easement for ingress and egress as defined by an Easement Agreement dated April 14, 2006 and recorded April 21, 2006 as Entry No. 9700119 in Book 9283 at Page 3229 of Official Records, over and across the following described parcel of land:

Beginning at the Southeast corner of Block 81, Plat "A" Salt Lake City Survey; and running North 00° 04' 12" East 17.06 feet more or less to the Southeasterly line of the railroad property; thence Northwesterly along a 613.33 foot radius curve to the Left 37.07 feet; thence South 57° 53' 40" West 19.94 feet; thence South 30° 45' 17" East 4.80 feet; thence South 00° 04' 12" West 36.01 feet, thence North 89° 55' 55" East 30.01 feet to the point of beginning.

Parcel 6B:

A non-exclusive easement for cross drainage as defined by an Easement Agreement dated January 12, 2007 and recorded January 30, 2007 as Entry No. 9988835 in Book 9415 at Page 4733 of Official Records, over and across the following described parcel of land:

Beginning at the Southeast corner of Block 81, Plat "A" Salt Lake City Survey; and running North 00° 04' 12" East 17.06 feet more or less to the Southeasterly line of the railroad property; thence Northwesterly along a 613.33 foot radius curve to the Left 37.07 feet; thence South 57° 53' 40" West 19.94 feet; thence South 30° 45' 17" East 4.80 feet; thence South 00° 04' 12" West 36.01 feet, thence North 89° 55' 55" East 30.01 feet to the point of beginning.

Parcel 6C:

A non-exclusive easement as defined by Grant of Easement recorded November 25, 2009 as Entry No. 10846358 in Book 9783 at Page 589 of Official Records, over and across the following described land:

A part of Lot 1 Block 81, Plat "A", Salt Lake City Survey and Lot 102, Gateway West Subdivision according to the official plat thereof:

Beginning at the Southeast corner of said Lot 102 and running the Northwesterly along the arc of a 613.33 foot radius curve to the left 36.37 feet (LC bears North 24°47'30" West 36.36 feet) along the Southerly line of said Lot 102; thence North 88°18'44" East 15.29 feet

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Secured Party: Reliastar Life Insurance Company

along an existing fence to the East line of said Lot 102; thence South 00°04'01" West 33.46 feet along said East line 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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