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 Book - 10660 Pg - 6604-6608A-B
 ADAM GARDINER
 RECORDER, SALT LAKE COUNTY, UTAH
 BONNEVILLE MORTGAGE CO
 111 S MAIN #1600
 SALT LAKE CITY UT 84111
 BY: PSA, DEPUTY - WI 5P.7p

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Lauren MacGregor - 801-323-1082
B. E-MAIL CONTACT AT FILER (optional) laureen@brecslc.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;"> ReliaStar Life Insurance Company c/o Bonneville Mortgage Company 111 South Main Street, #1600 Salt Lake City, Utah 84111 </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 11696110 - Book 10165, Pg 205-213	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13
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2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
 Check one of these two boxes: Debtor or Secured Party of record
 AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
 ADD name: Complete item 7a or 7b, and item 7c
 DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME TS Partners, LLC			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME		
	INDIVIDUAL'S FIRST PERSONAL NAME		
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX		

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
 Indicate collateral:
Tax Parcel # 15-01-106-003-0000, 15-01-106-006-0000, 20-01-351-009, 21-31-126-003-0000, 21-31-126-006-0000 and Washington County # SG-5-28-230

See attached: Exhibits "A" & "B" incorporated herein by this reference.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
 If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME ReliaStar Life Insurance Company			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**
28917 / 320060 - TS Partners, LLC - Salt Lake County - Original Filing 08/01/2013

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11) International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 11696110 - Book 10165, Pg 205-213	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME ReliaStar Life Insurance Company	
OR	12b. INDIVIDUAL'S SURNAME
	FIRST PERSONAL NAME
	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit			
13a. ORGANIZATION'S NAME TS Partners, LLC			
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing	17. Description of real estate: Tax Parcel # 15-01-106-003-0000, 15-01-106-006-0000, 20-01-351-009, 21-31-126-003-0000, 21-31-126-006-0000 and Washington County # SG-5-28-230 See attached: Exhibits "A" & "B" incorporated herein by this reference.
16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	

18. MISCELLANEOUS:
28917 / 320060 - TS Partners, LLC - Salt Lake County - Original Filing 08/01/2013

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 00°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

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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 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.

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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."

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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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