

Severance Agreement

FARM CREDIT LEASING 152517

PLEASE RETURN DOCUMENT TO:

1600 Colonnade
5500 Wazata Blvd
Minneapolis MN 55416-1252

FILE IN REAL ESTATE RECORDS OF EUREKA CO, NV

Contract Number 6013368
Application Number 519285

WHEREAS, the undersigned hold certain interests in the below-described real property ("Property") and the Lessee has entered into that certain Lease Agreement dated March 29, 1994 ("Lease") with Farm Credit Leasing Services Corporation ("Lessor") for the lease of certain structures and/or equipment located on the Property described below or in Exhibit A ("Equipment"), a copy of which is attached. NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto from the making of such Lease, the undersigned parties ("Parties") hereby agree to the terms contained below and on the reverse side.

NOTARIES REQUIRED FOR ALL SIGNATURES

Lessee(s) of Equipment:

By: Joseph L. Rand
Signature: [Signature]
Date: 12-11-94
Title (corporations only): [Blank]
Signature: [Signature]
Date: 12-11-94
Title (corporations only): [Blank]

Owner(s) of Real Estate:

By: Joseph L. and Ellen M. Rand
Signature: [Signature]
Date: 12-11-94
Title (corporations only): [Blank]
Signature: [Signature]
Date: 12-11-94
Title (corporations only): [Blank]

Real Estate Mortgage(s), Contract Holder(s), Lienholder(s):

By: Farmers Home Administration
Signature: [Signature]
Date: 4/15/94
Title (corporations only): [Blank]
By: Sierra Nevada PCA
Signature: [Signature]
Date: 4/15/94
Title (corporations only): [Blank]

Lessee(s) of Real Estate:

By: N/A
Signature: [Blank]
Date: [Blank]
Title (corporations only): [Blank]

Equipment Description:

1,298.25 ft. Lockwood Model 2006 Pivot S/W 12;
7 tower machine with drops and spray nozzels.
Serial Number 94-1420CP

BOOK 268 PAGE 442

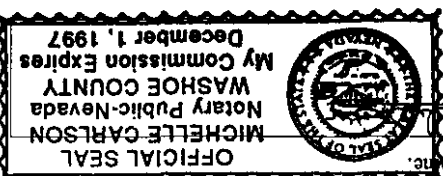
Corporate Notary:

State of Nevada
County of Clark
On this 15th day of April, 1994, before me, a Notary Public within and for Clark County, personally appeared Obay E. Motola to me personally known, and appeared to me personally known to be an officer, to wit, [Signature]

CHLOE DUFURRENA
Notary Public - State of Nevada
Elko County, Nevada
My appointment expires June 21, 1994

Corporate Notary:

State of Nevada
County of Washoe
On this 18th day of April, 1994, before me, a Notary Public within and for Washoe County, personally appeared Reg B. Smith to me personally known, and appeared to me personally known to be an officer, to wit, [Signature]



BOOK 268 PAGE 443
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Farm Credit Leasing
'94 MAY -2 AM 11:30

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 152517

BOOK 268 PAGE 443

SE 1/4 of Section 12, Township 21N.,
Range 53E., M.D.B. & M.
Eureka County
NEVADA

Legal Description: See Exhibit B

Notary Public

On this _____ day of _____, 19____, before me,
a Notary Public within and for _____ County, personally
appeared _____ to me known to be the
person described in and who executed this instrument, and acknowledged
to me that — he executed the same as h — free act and deed.

State of _____
County of _____



Personal Notary:
Ellen M. Bond
Notary Public
Eureka County, Nevada
4-31-94

On this _____ day of _____, 19____, before me,
a Notary Public within and for _____ County, personally
appeared _____ to me known to be the
person described in and who executed this instrument, and acknowledged
to me that — he executed the same as h — free act and deed.

State of _____
County of _____



Personal Notary:
Joseph L. Bond
Notary Public
Eureka County, Nevada
4-31-94

On this _____ day of _____, 19____, before me,
a Notary Public within and for _____ County, personally
appeared _____ to me known to be the
person described in and who executed this instrument, and acknowledged
to me that — he executed the same as h — free act and deed.

State of _____
County of _____



Personal Notary:
Joseph L. Bond
Notary Public
Eureka County, Nevada
4-31-94

All of the Parties agree that Lessor may sell, transfer, convey,
or assign its interest in the Lease to any other persons or
entities and that the terms of this Severance Agreement will
remain fully valid and in effect and binding upon the Parties
for the benefit of such above-referenced persons or entities.

This Severance Agreement binds all of the Parties, their (its)
heirs, personal representatives, successors and assigns and
shall inure to the benefit of Lessor, its successors and assigns.

7. Lessor and Lessee may agree, without affecting the validity
of this Agreement, to extend, amend or in any way modify the
terms of payment or performance of any of Lessee's obliga-
tions and liabilities to Lessor, without the consent and without
giving notice thereof to the Parties.

6. The Equipment may remain on the Property without charge
for the duration of the Lease and for a reasonable time there-
after, in order that Lessor may remove the Equipment; and

5. Lessor, its agents and assigns, shall have full access upon
the Property to inspect, repair, rebuild, disassemble, or
remove the Equipment without further notice, to or further
permission of, charge for, or obligation to, the Parties, and in
the event of default by Lessee in the payment or performance
of any of Lessee's obligations and liabilities to Lessor, Lessor
may remove the Equipment or any part thereof from the
Property without objection, delay, hindrance or interference by
the Parties, and in such case, the Parties will make no claim or
demand whatsoever against the Equipment. In the event of any
such default by Lessee, at Lessor's option, the Equipment may
remain upon the Property free of rent or any charge for use
and occupancy for a period not exceeding three (3) months
after the receipt by Lessor of written notice from the Parties
directing removal. Lessor shall repair damage to the Property
caused by Lessor's removal of the Equipment;

4. The Equipment shall not be subject to the lien of any
secured transaction or instrument heretofore or hereafter
arising against the Property or any other structure to which
it is placed;

3. Title and ownership of the Equipment shall remain with
Lessor;

2. Even if attached to the Property, the Equipment shall retain
its personal character, shall be removable from the Property,
shall be treated as personal property with respect to the rights
of the parties, and shall not become a fixture or a part of the
Property;

1. The Equipment shall remain severed from the Property;