

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1

This FINANCING STATEMENT is presented for filing pursuant to the Nevada Uniform Commercial Code

172381

IMPORTANT: Read Instructions on back before filling out form.

Receipt No. _____

1. DEBTOR (ONE NAME ONLY) LESSEE <input type="checkbox"/> LEGAL BUSINESS NAME <input checked="" type="checkbox"/> INDIVIDUAL (LAST NAME FIRST) NORTON, WILLIAM, JR.		1A. SOCIAL SECURITY OR FEDERAL TAX NO. [REDACTED]	
1B. MAILING ADDRESS 3693 MONTCLAIR RD.		1C. CITY, STATE CAMERON PARK, CA	1D. ZIP CODE 95682
1E. RESIDENCE ADDRESS SAME		1F. CITY, STATE	1G. ZIP CODE
2. ADDITIONAL DEBTOR (IF ANY) (ONE NAME ONLY) LESSEE <input type="checkbox"/> LEGAL BUSINESS NAME <input checked="" type="checkbox"/> INDIVIDUAL (LAST NAME FIRST) EUNICE, PATRICIA		2A. SOCIAL SECURITY OR FEDERAL TAX NO. [REDACTED]	
2B. MAILING ADDRESS 3693 YRMT MONTCLAIR RD.		2C. CITY, STATE CAMERON PARK, CA	2D. ZIP CODE 95682
2E. RESIDENCE ADDRESS SAME		2F. CITY, STATE	2G. ZIP CODE
3. <input type="checkbox"/> ADDITIONAL DEBTOR(S) ON ATTACHED SHEET			
4. SECURED PARTY LESSOR NAME FARM CREDIT LEASING SERVICES CORPORATION MAILING ADDRESS 5500 WAYZATA BLVD. SUITE #1600 CITY MINNEAPOLIS STATE MN ZIP CODE 55416-1252		4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. FEDID#41-1482186	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
6. This FINANCING STATEMENT covers the following types or items of property (if crops or timber, include description of real property on which growing or to be growing and name of record owner of such real estate; if fixtures, include description of real property to which affixed or to be affixed and name of record owner of such real estate; if oil, gas or minerals, include description of real property from which to be extracted). ONE (1) NEW 1999 12-TOWER ZIMMATIC PIVOT W/PIVOT PAD AND SPRINKLER PACKAGE, S/N 67616. The above described personal property is leased pursuant to the terms of that certain Lease Agreement dated 6/15/99 between Lessor and Lessee. This financing statement is filed for precautionary purposes only. Lessor and Lessee regard this agreement to be a true lease and not a lease intended as security. THE ABOVE DESCRIBED PERSONAL PROPERTY IS TO BECOME FIXTURES LOCATED ON: SEE ATTACHED EXHIBIT B. FIXTURE FILING - TO BE RECORDED IN REAL ESTATE RECORDS OF EUREKA COUNTY, NV.			
6A. <u>Roberta Shandorf, POA</u> SIGNATURE OF RECORD OWNER		6C. \$ _____ MAXIMUM AMOUNT OF INDEBTEDNESS TO BE SECURED AT ANY ONE TIME (OPTIONAL)	
6B. WILLIAM NORTON, SR. BY ROBERTA SHANDORF, POWER OF ATTORNEY (TYPE) RECORD OWNER OF REAL PROPERTY		(6065895, 84) (5044082)	
7. Check if Applicable <input checked="" type="checkbox"/>	A. <input type="checkbox"/> Proceeds of collateral are also covered	B. <input type="checkbox"/> Products of collateral are also covered	C. <input type="checkbox"/> Proceeds of above described original collateral in which a security interest was perfected (Debtor's Signature Not Required)
D. <input type="checkbox"/> Collateral was brought into this State subject to security interest in another jurisdiction (Debtor's Signature Not Required)			
8. Check if Applicable <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH NRS 704.205 AND NRS 104.9403.		

9. (Date) 7/23/99 19 WILLIAM NORTON, JR. AND PATRICIA EUNICE By <u>Roberta Shandorf, POA</u> (TITLE) SIGNATURE(S) OF DEBTOR(S) LESSEE BY ROBERTA SHANDORF, POWER OF ATTORNEY TYPE NAME(S) By _____ (TITLE) SIGNATURE(S) OF SECURED PARTY(IES) TYPE NAME(S)	
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10. Return Copy to: NAME FARM CREDIT LEASING SERVICES CORPORATION ADDRESS 5500 WAYZATA BLVD SUITE #1600 CITY, STATE MINNEAPOLIS, MN 55416-1252 AND ZIP		Trust Account Number (If Applicable)
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BOOK 328 PAGE 083

11. This Space for Use of Filing Officer: (Date, Time, File Number and Filing Officer)

BOOK 328 PAGE 83
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Farm Credit Leasing
99 JUL 26 PM 1:13
EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES \$19.00
172381

WHITE—Alphabetical; PINK—Acknowledgement;
GREEN—Secured Party; BLUE—Debtor.

PARCEL 1:

TOWNSHIP 21½ NORTH, RANGE 54 EAST, MDB&M:

Section 32: Southerly 1,915'

EXCEPTING THEREFROM, all oil, gas, potash and sodium as reserved in Patents executed by UNITED STATES OF AMERICA, recorded January 31, 1964, in Book 2, Page 400, Official Records, and on March 1, 1965 in Book 6, Page 526, Official Records, Eureka County, Nevada.

PARCEL 2:

TOWNSHIP 21½ NORTH, RANGE 54 EAST, MDB&M:

Section 33: All

RESERVING THEREFROM, all oil and gas as reserved in Patents executed by UNITED STATES OF AMERICA recorded December 9, 1963, in Book 2, Pages 87 and 88 of Official Records, Eureka County, Nevada.

Mortgagor (grantor) covenants and agrees that he will perform and complete all of the action and fulfill all of the conditions necessary to perfect his rights to appropriate water under such permit.

TOGETHER WITH all rights to the use of water, ditches and other accessories for irrigation and drainage of said premises including water rights now appurtenant under the following certificate(s) of appropriation and/or application(s) for a permit to appropriate public waters of the State of Nevada, now on file and of record in the office of the State Engineer, Carson City, Nevada:

<u>Certificate Number</u>	<u>Permit for Application Number</u>	<u>C.F.S.</u>	<u>Acreage</u>
8564	22165	.51	89.7
8648	23918	1.15	87.3
	✓ 36060	2.065	124.7
	✓ 36061	2.67	193.7
	✓ 36062		34.0

RECORDED AT REQUEST OF
David E. Brown
BOOK 103 PAGE 142

82 JUL 15 P 3: 44

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. BEPATO-RECORDER
FILE NO. 84506
FEE \$ 8.00

NORTON, WILLIAM, JR. & PATRICIA EUNICE
LESSEES

FARM CREDIT LEASING SERVICES CORPORATION
LESSOR

Book 328 page 83 A

ALLISON LEASING CO.

For POP,
JEL #25

LEASEXPRESS®

Lease Agreement

Customer Number 5044082

Lessor and Lessee have executed this Lease Agreement effective June 15, 1999, and hereby agree to the terms contained below and in any attachments made a part of this Lease Agreement.

This Lease and the attachments hereto constitute the entire agreement of the parties with respect to the leasing of the Equipment and the other subject matter of this Lease. This Lease supersedes all prior written and/or oral understandings or agreements with respect to the subject matter hereof, and no change, modification, addition, or termination of this Lease shall be enforceable unless in writing and signed by Lessor and Lessee.

Lessee:
William Norton, Jr. & Patricia Eunice

Lessor:

By: William Norton, Jr. 6-24-99
Signature Date

By: Dana Erickson
Signature
7/22/99
Date
ADMINISTRATOR
Title

Patricia Eunice 6-24-99
Signature Date

Farm Credit Leasing Services Corporation
1600 Colonnade
5500 Wayzata BLVD
Minneapolis MN 55416-1252

In consideration of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. LEASE OF EQUIPMENT. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, subject to the terms of this Lease Agreement ("Lease" or "Lease Agreement"), the equipment (collectively, the "Equipment", any one item of which may be referred to individually as an "Item of Equipment") described in any Schedule A ("Schedule A") executed by Lessor and Lessee and made a part hereof. Lessee hereby authorizes Lessor to include in any Schedule A the serial number and other information identifying the Equipment when determined by Lessor.

Each such Schedule A when executed by the parties shall be deemed to be a part of this Lease, it being understood and agreed that this Lease shall be a Master Lease. All Schedules, addenda or other attachments to this Lease executed by Lessor and Lessee are hereby incorporated herein and made a part hereof.

In the event it is necessary to amend the terms of a Schedule A to reflect a change in one or more of the following conditions:

- (a) Lessor's actual cost of procuring the Equipment; or
- (b) Lessor's actual cost of providing Equipment to Lessee; or
- (c) A change in lease payments as a result of (a) and/or (b) above; or
- (d) Description of the leased Equipment;

Lessee agrees that any such amendment shall be described in a letter from Lessor to Lessee, and unless Lessee objects thereto in a writing delivered to Lessor within fifteen (15) days of mailing of such letter from Lessor to Lessee, such Schedule A shall be deemed amended and such amendments shall be incorporated herein.

2. RENTALS/LEASE TERM. Lessee agrees to pay Lessor rentals for each Item of Equipment leased under this Lease as set forth in the Schedule A applicable to such Item of Equipment. All rentals shall be payable as described to Lessee at Lessor's mailing address set forth in such Schedule A, or to such other person or at such other place as Lessor may from time to time designate in writing. "Scheduled Lease Commencement Date" for purposes of this Lease shall be the first day of the month following the In-Service Date; provided, however, in the event the Daily Billing Option is selected on the applicable Schedule A, the Scheduled Lease Commencement Date shall be the In-Service Date. "In-Service Date" shall be the date Equipment is delivered and accepted by Lessee for lease as provided herein. The "Scheduled Lease Term" shall be as set forth in the applicable Schedule A. Rentals for each Item of Equipment shall commence on the Scheduled Lease Commencement Date with respect to each Item of Equipment. If the In-Service Date occurs prior to the Scheduled Lease Commencement Date, Lessor shall be entitled to a rental ("Interim Rent") for the period from such In-Service Date to the Scheduled Lease Commencement Date (the "Interim Period"). Interim Rent shall be computed by dividing all rentals other than Interim Rent due under the Lease by the actual number of days in the Scheduled Lease Term and multiplying this result by the actual number of days from In-Service Date to Scheduled Lease Commencement Date. Interim Rent (if any) shall be due on the Scheduled Lease Commencement Date. The Scheduled Lease Term, including any Minimum Term as described in Paragraph 3 below, as set forth in the Schedule A, together with the Interim Period, if any, shall constitute the Lease Term ("Lease Term") for each Item of Equipment. Lessee agrees to pay Lessor at the expiration or other termination of the Lease Term, additional rents, if specified under Special Terms described in the Schedule A. The termination of this Lease with respect to certain Items of Equipment shall not affect the continuation of this Lease with respect to other Items of Equipment not subject to such termination. In the event the Lessee exercises the option to renew the Lease, rentals for the renewal period shall be agreed to by the parties at the time of renewal.

20. ASSIGNMENT AND SUBLEASE.

a) LESSEE SHALL NOT ASSIGN OR IN ANY WAY DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. ANY ATTEMPTED ASSIGNMENT BY LESSEE WITHOUT SUCH CONSENT SHALL BE NULL AND VOID AND SHALL BE AN EVENT OF DEFAULT UNDER THIS LEASE.

b) Lessor shall have the right, without notice to Lessee, to assign or create a security interest in this Lease, or assign any of its rights or interests in this Lease, or in the Equipment. If Lessee is given notice of such assignment or security interest, Lessee shall acknowledge such assignment or security interest in writing upon terms satisfactory to Lessor. Upon written notice to Lessee from Lessor of any assignment or of any security interest created by Lessor hereunder, Lessee shall pay rentals directly to such assignee if directed by Lessor to do so. Any assignee of Lessor shall have all of the rights, but none of the obligations, of Lessor under this Lease and Lessee agrees that it will not assert against any assignee of Lessor any defense, counterclaim, or offset that Lessee may have against Lessor. Lessee acknowledges that any assignment or transfer by Lessor shall not materially change Lessee's duties or obligations under this Lease nor materially increase the burdens or risks imposed on Lessee.

21. OWNERSHIP. Title to the Equipment shall remain with Lessor at all times and Lessee shall have no right, title, or interest therein except as expressly set forth in this Lease.

22. RETURN OF EQUIPMENT. If Lessee does not exercise any purchase option provided in this Lease, at the expiration of the Lease Term or other termination of this Lease, Lessee shall, at its own expense, deliver the Equipment to a location designated by Lessor. The Equipment shall be delivered by Lessee to Lessor in the same condition as it was when delivered to Lessee, normal wear and tear excepted. Lessor and Lessee agree that, notwithstanding terms contained in the Lease to the contrary, the Lease Term shall not expire until the Equipment is returned to Lessor as provided in this Paragraph.

23. LESSEE'S OPTIONS. So long as no Event of Default has occurred and is continuing, at the expiration of the Minimum Term, Lessee shall have the option to: (i) purchase the Equipment at fair market value; (ii) continue the Lease as provided in Paragraph 3 of this Lease; or (iii) return the Equipment to Lessor as provided in Paragraph 22 herein. At the expiration of the Scheduled Lease Term, Lessee shall have the option to: (i) purchase the Equipment at fair market value or at the Purchase Option Amount specified on the applicable Schedule A; (ii) renew the Lease as provided in Paragraph 2 herein; or (iii) return the Equipment to Lessor as provided herein.

24. NOTICES.

a) Any requirement of the Uniform Commercial Code of reasonable notice shall be met if such notice is given at least five (5) days before the time of sale, disposition, or other event or thing giving rise to the requirement of notice.

b) All notices or communications under this Lease shall be in writing, shall be delivered or mailed to the parties at the addresses set out for them in this Lease, and any notice so addressed and mailed by registered mail or hand delivered and left with a responsible person shall be deemed to have been given when so mailed or delivered.

c) Lessor and Lessee may in writing at any time, and from time to time, change the address to which notice shall be delivered or mailed.

25. POWER OF ATTORNEY/AFFIRMATION OF SECURITY INTEREST. LESSEE HEREBY IRREVOCABLY APPOINTS AND CONSTITUTES LESSOR AND EACH OF LESSOR'S OFFICERS, EMPLOYEES, OR AGENTS AS LESSEE'S TRUE AND LAWFUL AGENT AND ATTORNEY-IN-FACT FOR THE PURPOSE OF FILING FINANCING STATEMENTS RELATING TO THIS LEASE AND THE EQUIPMENT, INCLUDING AMENDMENTS THERETO, PURSUANT TO THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OR STATES WHERE THE EQUIPMENT IS LOCATED; LESSOR BEING HEREBY AUTHORIZED AND EMPOWERED TO SIGN LESSEE'S NAME ON ONE OR MORE OF SUCH FINANCING STATEMENTS, DOCUMENTS OR INSTRUMENTS.

In the event this Lease should be construed as a lease intended as security, Lessee affirms that Lessor has a security interest in the Equipment and all rentals payable hereunder, proceeds (including insurance proceeds) of the Equipment, and all amounts arising from the sale or other disposition of the Equipment

26. NON-CANCELLABLE LEASE; OBLIGATIONS UNCONDITIONAL; WAIVER. THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. LESSEE HEREBY AGREES THAT LESSEE'S OBLIGATION TO PAY ALL RENTALS AND PERFORM ALL OTHER OBLIGATIONS HEREUNDER SHALL BE ABSOLUTE, IRREVOCABLE, UNCONDITIONAL AND INDEPENDENT AND SHALL BE PAID AND PERFORMED WITHOUT ABATEMENT, DEDUCTION OR OFFSET OF ANY KIND OR NATURE WHATSOEVER. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages as set forth in Paragraph 19 or which may otherwise limit or modify any of Lessor's rights or remedies under Paragraph 19. Any action by Lessee against Lessor for any default by Lessor under this Lease, including breach of warranty or indemnity, shall be commenced within one (1) year after any such cause of action accrues.

27. REPRESENTATIONS AND WARRANTIES OF LESSEE. Lessee represents and warrants that: (i) Lessee is duly qualified to do business wherever necessary to carry on its present business and operations; (ii) Lessee has full power, authority and legal right to enter into and perform this Lease and the execution, delivery and performance of such documents have been duly authorized, do not require the approval of any governmental body, will not violate any judgement, order, law or regulation applicable to Lessee or any provision of Lessee's certificate of incorporation or bylaws, if any, or constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Lessee under any agreement or instrument to which Lessee is a party or by which Lessee or its assets may be bound or affected; (iii) this Lease and all schedules and attachments shall have been duly entered into, delivered and shall constitute, legal, valid and binding obligations of Lessee, enforceable in accordance with their terms when executed by Lessor and Lessee.

28. FINANCIAL STATEMENTS. Lessee shall promptly furnish Lessor with Lessee's annual certified financial statements. Lessee shall also furnish Lessor with other financial information as Lessor may reasonably request. If Lessee does not have certified financial statements available in the normal course of business, Lessee shall provide uncertified financial statements that accurately reflect Lessee's financial condition including copies of its most recent federal income tax returns.

29. ENFORCEABILITY/CAPTIONS.

a) If any part, term, or provision of this Lease is held by any court to be unenforceable or prohibited by law, the rights and obligations of the parties shall be construed and enforced with that part, term, or provision limited so as to make it enforceable to the greatest extent allowed by law, or if it is totally unenforceable, as if this Lease did not contain that particular part, term, or provision.

b) The headings in this Lease have been included for ease of reference only and shall not be considered in the construction or interpretation of this Lease.

c) This Lease shall in all respects be governed by and construed in accordance with the laws of the State of Minnesota.

d) This Lease shall inure to the benefit of Lessor, its successors, and assigns, and all obligations of Lessee shall bind its permitted successors and assigns.