REORDER FROM
Registré, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

UCC-2 (County Only)

STATE OF IOWA UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-2 (rev. 7-1-76)

Use ONLY for recording Fixture, Timber or Mineral security interests in County real estate records, and cross indexing in County UCC records.

5328

INSTRUCTIONS

1. Please type this form.
2. Remove pages 4 and 5 (Debtor and Secured Party copies) and send the first 3 pages with interleaved carbon paper to the filing officer with $10.00 per page. If the space provided for any item is inadequate, the item(s) should be continued on additional sheets. Use of additional sheets or a non-statndard form requires an additional fee of $1.00. The filing officer will return the third copy as evidence of filing as soon as it has been filed and assigned a real estate no.
3. If a security agreement is filed as a financing statement, it must include all information required by UCC 9-402(1) (5). Also submit a complete set of 3 pages of this form which need not be signed, and an additional fee of $1.00.
4. The real estate description must be sufficient to give constructive notice under the real estate mortgage laws of the State of Iowa (UCC 9-402(5)); The name of a record owner of the described real estate must be given.
5. This financing statement shall be filed and recorded in county real estate records under a real estate number. This statement also shall be indexed under a real estate number in the UCC files in a County Recorder's office.

This FINANCING STATEMENT is presented to THE FILING OFFICER for filing for record in the real estate records:

1 Debtor(s) (Last Name First) and address(es)
LESSEE:
RIES, MARVIN T. & KAREN V.
1749 310TH STREET
RYAN, IA 52330

2 Secured Party(ies) and address(es)
Env.
LESSOR:
FARM CREDIT LEASING SERVICES CORPORATION
5500 WAYZATA BLVD SUITE 1600
MINNEAPOLIS, MN 55416-1252

3 For Filing Officer (Date, Time, Number, and Filing Office)

DELAWARE COUNTY IOWA
FILED
2000 NO 15 AM 9:55
BOOK 2000 PAGE 3388
DEBORAH L. PEYTON
DELAWARE CO RECORDER
28.00

4 This Financing Statement covers the following types or items of property:
ONE (1) NEW GRAIN BIN 42' 12 RING.

The above described personal property is leased pursuant to the terms of that certain Lease Agreement dated 09/28/00 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.

(6079704) (5052572)

5 Name and Address of Assignee

6 Check appropriate box(s) The above goods are or are to become fixtures on [X] The above timber is standing on [ ] The above minerals or the like (including oil and gas) or mineral accounts will be financed at the wellhead or minehead located on [ ] (Describe real estate below. See instruction #4):

THE ABOVE DESCRIBED PERSONAL PROPERTY IS TO BECOME FIXTURES LOCATED: ON THE NE 1/4 OF NW 1/4 SECTION 27, TOWNSHIP 87 NORTH, RANGE 5 WEST OF 5 P.M. IN DELAWARE COUNTY, IA.

FIXTURE FILING - TO BE RECORDED IN REAL ESTATE RECORDS ONLY OF DELAWARE COUNTY, IA.

The name of a record owner is MARVIN T. & KAREN V. RIES

7 [ ] **Products of collateral are covered.**

8 MARVIN T. & KAREN V. RIES Mary Fischer, POA
Signature of Debtor

BY MARY FISCHER, POWER OF ATTORNEY
Type or Print all names (Iowa Code 335.2)

Signature of Debtor

Type or Print all names (Iowa Code 335.2)

Secured party or other appropriate signature may be substituted for debtor(s) signature only in cases covered by UCC 9-402(2), 9-408 and 11105, and must be identified when substituted.

Form Approved (1/1/95) By: Paul D. Pate, Secretary of State.

1 FILING OFFICER COPY - ALPHABETICAL

FARM CREDIT LEASING

POA
See #25

Lease Agreement

1600 Colonnade
5500 Wayzata BLVD
Minneapolis MN 55416-1252

Customer Number 505 2572

Lessor and Lessee have executed this Lease Agreement effective 09/28/00, 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:

Marvin T. Ries

Karen V. Ries

(please print or type full name)

By: X Marvin T Ries 10-2-00
Signature Date

Title (corporations only)

Karen V Ries 10-2-00
Signature Date

Title (corporations only)

Signature Date

Signature Date

Lessor:

Farm Credit Leasing Services Corporation

By: _____
Signature

Date

Title

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 Lessor 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.