

2008-013472

Klamath County, Oregon



00053977200800134720070077

09/30/2008 09:15:32 AM

Fee: \$51.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Diligenz, Inc. 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 37035177 Prepared By: CSC Diligenz, Inc. 6500 Harbour Heights Pkwy, Suite 400 Mukilteo, WA 98275	
Filed In: Oregon Klamath	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Knoll Ranch LLC					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 5429 Reeder Rd			CITY Klamath Falls	STATE OR	POSTAL CODE 97603
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION OREGON	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME FARM CREDIT LEASING SERVICES CORPORATION					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 600 HWY 169 S, SUITE #300			CITY MINNEAPOLIS	STATE MN	POSTAL CODE 55426

4. This FINANCING STATEMENT covers the following collateral:

1-2008 ZIMMATIC Z TECH CENTER PIVOT: 7-10 TOWERS. S/N: LA3260.

The above described personal property is leased pursuant to the terms of that certain Lease Agreement dated 09/09/2008 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.

5. ALTERNATIVE DESIGNATION [if applicable]: <input checked="" type="checkbox"/> LESSEE/LESSOR		<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [OPTIONAL FEE] (optional)		All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 <input type="checkbox"/>		
8. OPTIONAL FILER REFERENCE DATA 001-0014749-000						

37035177

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME Knoll Ranch LLC		
	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

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. <u>SEE INSTRUCTIONS</u>	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)

OR	12a. ORGANIZATION'S NAME				
	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:

Portion of the W 1/2 Tax 600 U2 (171.60 Acres) Sec 12 Twp 39 Rg 10 Parcel # 888681 in Klamath County OR.

16. Additional collateral description:

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

Grant Knoll

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 — effective 30 years
☐ Filed in connection with a Public-Finance Transaction — effective 30 years

AgDirect®

600 Highway 169 South, Suite 300
Minneapolis, MN 55426

Severance Agreement

Contract Number 001-0014749-000
Application Number 12064
Lease Agreement Date September 09, 2008

Dated as of: September 10, 2008

WHEREAS, the undersigned hold certain interests in the below described real property ("Property") and the Lessee has entered into that certain Lease Agreement dated as specified above ("Lease") with Lessor as described herein ("Lessor") for the lease of certain structures and/or equipment located on the Property described below or in the appropriate 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.

Furthermore, Lessee represents and warrants to the Lessor that the information contained herein is true and complete, and except as described herein, no other person or entity has any interest in the below described Property. Lessee understands and agrees the Lessor is relying on the information contained herein in providing lease financing to the Lessee. Lessee shall indemnify and hold Lessor harmless from all losses, liabilities, damages, costs and expenses, including attorneys' fees, incurred by Lessor arising out of the breach of the representations and warranties contained herein.

Lessor: FARM CREDIT LEASING SERVICES CORPORATION

By:

Adam Topping
Signature

Adam Topping
Name

Leasing Services Specialist
Title

Lessee(s): Knoll Ranch LLC

By:

Barron W. Knoll
Signature

Barron W. Knoll
Name

Manager
Title

Grant W. Knoll
Signature

Grant W. Knoll
Name

Member
Title

Owner of Real Estate: Grant Knoll

By:

Grant W. Knoll
Signature

Grant W. Knoll
Name

Member
Title

Legal Description:

Portion of the W 1/2 Tax 600 U2 (171.60 Acres) Sec 12 Twp 39 Rg 10 Parcel # 888681 in Klamath County OR. Real Estate Owner(s): Grant Knoll

Parcel ID Number:**Equipment Description:**

Asset Ref #	New/Used	Quantity/Year/Manufacturer/Model/Description/Serial # Address (No P.O.Box)/City/State/Zip Code/County
20308	New	1/ 2008/ ZIMMATIC/ Z Tech/ Center Pivot: 7-10 Towers/ LA3260 Portion of the W 1/2 Tax 600 U2 (171.60) Acres 12 39 10 Klamath Falls OREGON 97603 KLAMATH

Additional Terms:

1. The Equipment shall remain severed from the Property;
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;
3. Title and ownership of the Equipment shall remain with the Lessor;
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 on which the Equipment is placed;
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 the 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 the Lessor of written notice from the Parties directing removal. Lessor shall repair damage to the Property caused by Lessor's removal of the Equipment;
6. The Equipment may remain on the Property without charge for the duration of the Lease and for a reasonable time thereafter, in order that Lessor may remove the Equipment; and
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 the Lessee's obligations and liabilities to Lessor, without the consent and without giving notice thereof to the Parties.

All of the Parties agree that the 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.

All Purpose Acknowledgement

State Of

Oregon

County Of

Clatsop

On

9-17-08

Before me,

Patricia Janet Thede

personally appeared

Grant W. Knoll
name and title of officer
name of signer☒ personally known to me -OR-☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

OFFICIAL SEAL

PATRICIA JANET THEDE

NOTARY PUBLIC - OREGON

COMMISSION NO. 405509

MY COMMISSION EXPIRES JULY 7, 2010



Witness my hand and official seal

Notary Public

Patricia Janet Thede**Capacity Claimed by Signer**☒ Individual☐ Corporate Officer☐ Limited Partner☐ General Partner☐ Attorney-In-Fact☐ Trustee☐ Guardian/Conservator☒ Other:Individual

Signer Is Representing

Name of person(s) or entity(ies)

All Purpose Acknowledgement

State Of

Oregon

County Of

Clatsop

On

9-17-08

Before me,

Patricia Janet Thede

personally appeared

Barron Knoll
name and title of officer
name of signer☒ personally known to me -OR-☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

OFFICIAL SEAL

PATRICIA JANET THEDE

NOTARY PUBLIC - OREGON

COMMISSION NO. 405509

MY COMMISSION EXPIRES JULY 7, 2010



Witness my hand and official seal

Notary Public

Patricia Janet Thede**Capacity Claimed by Signer**☒ Individual☐ Corporate Officer☐ Limited Partner☐ General Partner☐ Attorney-In-Fact☐ Trustee☐ Guardian/Conservator☐ Other:

Signer Is Representing

Name of person(s) or entity(ies)

All Purpose Acknowledgement

State Of Oregon
County Of Klamath

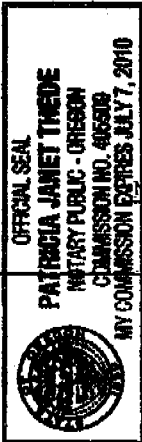
Capacity Claimed by Signer

- ☒ Individual
☐ Corporate Officer

On 9-17-08 Before me, Patricia Janet Theede
personally appeared Kristen H Knoll
date name and title of officer
name of signer

☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

- ☐ Limited Partner
☐ General Partner
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian/Conservator
☐ Other:



Notary Public

Witness my hand and official seal

Patricia Janet Theede

Signer Is Representing

Name of person(s) or entity(ies)

All Purpose Acknowledgement

State Of Minnesota
County Of Hennepin

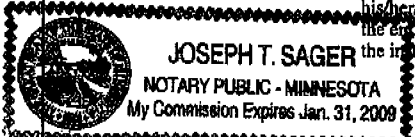
On 9/24/08 Before me, Joseph T. Sager
personally appeared Adam Topping
date name and title of officer name of signer

☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

Capacity Claimed by Signer

☐ Individual
☐ Corporate Officer

☐ Limited Partner
☐ General Partner
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian/Conservator
☒ Other: Leasing Services Specialist



Witness my hand and official seal

Notary Public

Signer Is Representing

Farm Credit Leasing

Name of person(s) or entity(ies)