

UNIFORM COMMERCIAL CODE-FINANCING STATEMENT-FORM UCC-1
IMPORTANT-Read instructions on back before filling out form

STATE OF NEVADA

Registré, Inc.
1200 TRINITY STREET, SUITE 2100
SPRINGFIELD, NEVADA 89501

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

1. DEBTOR (LAST NAME FIRST) S R Systems	1A. SOCIAL SECURITY OR FEDERAL TAX NO.
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1B. MAILING ADDRESS P. O. Box 1011	1C. CITY, STATE Zephyr Cove, NV	1D. ZIP CODE 89448
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1E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 1B)	1F. CITY, STATE	1G. ZIP CODE
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2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST)	2A. SOCIAL SECURITY OR FEDERAL TAX NO.
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2B. MAILING ADDRESS	2C. CITY, STATE	2D. ZIP CODE
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2E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 2B)	2F. CITY, STATE	2G. ZIP CODE
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3. DEBTOR(S) TRADE NAME OR STYLE (IF ANY)	3A. FEDERAL TAX NO.
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4. ADDRESS OF DEBTOR(S) CHIEF PLACE OF BUSINESS (IF ANY)	4A. CITY, STATE	4B. ZIP CODE
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5. SECURED PARTY NAME IBM Credit Corporation MAILING ADDRESS P. O. Box 469 CITY Old Greenwich STATE CT ZIP CODE 06870	5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.
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6. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE	6A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.
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7. 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 grown 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.

Term Lease of IBM equipment per attached contract copies:

Qty 1, 5360 Model B23, Processor Unit, Factory Order# 871WXR	\$34,935.00
Qty 3, 5294 Model 001, Remote Control Unit, Factory Order#s 871WXS, 871WXT, & 871WXV (unit price \$2,212.00)	\$6,636.00
Qty 1, 5225 Model 002, Line Printer, Factory Order# 871WXW	\$11,954.00
Qty 4, 5291 Model 200, Display Stations, Factory Order#s 871WYB, 871WYC, 871WYD & 871WYF (unit price \$1,387.00)	\$5,548.00
7A. _____	TOTAL \$59,073.00

7B. _____ (TYPE) RECORD OWNER OF REAL PROPERTY	7C. \$ _____ MAXIMUM AMOUNT OF INDEBTEDNESS TO BE SECURED AT ANY ONE TIME (OPTIONAL)
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8. Check <input checked="" type="checkbox"/> if Applicable	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	D <input type="checkbox"/> Collateral was brought into this State subject to security interest in another jurisdiction
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9. Check <input checked="" type="checkbox"/> if Applicable	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH NRS 704.205 AND NRS 104.9403
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10. _____ (Date) <u>12-19</u> 19 <u>88</u>	12. This Space for Use of Filing Officer (Date, Time, File Number and Filing Officer)
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S R Systems

By: [Signature] Owner
SIGNATURE(S) OF DEBTOR(S) STAN KUTCH (TITLE)

IBM Credit Corporation

By: [Signature] Mkt Admin
SIGNATURE(S) OF SECURED PARTY (IES) (TITLE)

11. Return Copy to

NAME ADDRESS CITY, STATE AND ZIP	Attn: Ron Jones IBM Corporation P. O. Box 6178 Reno, NV 89513
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THIS SPACE FOR USE OF FILING OFFICER

Term Lease Master Agreement

Name and Address of Lessee: S R Systems
105 B Rubican
P. O. Box 1011
Zephyr Cove, NV 89448
IBM Branch Office Address:
50 West Liberty Street, Suite 500
P. O. Box 6178
Reno, NV 89513

Agreement No.: G7E5606
IBM Branch Office No.: G7E
IBM Customer No.: 82756-28

The lessor pursuant to this Term Lease Master Agreement (Agreement) will be (a) IBM Credit Corporation, or a subsidiary or affiliate thereof, (b) a partnership in which IBM Credit Corporation is a partner, or (c) a related business enterprise for whom IBM Credit Corporation is the agent (Lessor). The subject matter of the lease shall be machines, field installable upgrades, feature additions or accessories marketed by International Business Machines Corporation (IBM) and shall be referred to as Equipment. Any lease transaction requested by Lessee and accepted by Lessor shall be specified in a Term Lease Supplement (Supplement). A Supplement shall refer to and incorporate by reference this Agreement and, when signed by the parties, shall constitute the lease (Lease) for the Equipment specified therein. Additional details pertaining to a Lease shall be specified in a Supplement. A Supplement may also specify additional terms and conditions as well as other amounts to be financed (Financing). Financing may include licensed program material charges (LPM Charges) for licensed programs marketed by IBM under the referenced IBM license agreement (License Agreement).

1. Lease Options. For Equipment under Option A, Lessor will be entitled to claim any investment tax credit available. For Equipment under Option B, upon Lessee's request, Lessor will pass through to Lessee any investment tax credit available. For Equipment under Option B Prime (B1), Lessor assumes for tax purposes that Lessee is the owner and Lessee will have the benefit of any investment tax credit available. For financing LPM Charges, Option S will apply.

2. Credit Review. For each Lease, Lessee consents to any reasonable credit investigation and review by Lessor.

3. Agreement Term. This Agreement shall be effective when signed by both parties and may be terminated by either party upon one month's written notice. However, each Lease then in effect shall survive any termination of this Agreement.

4. Changes. Lessor may, upon prior written notice, change the terms and conditions of this Agreement. Any change will apply on the effective date specified in the notice to Leases which have an Estimated Shipment Date, or Effective Date for Additional License, one month or more after the date of notice. By notice to Lessor in writing prior to delivery, or Effective Date for Additional License, and within 15 days after receipt of such notice, Lessee may terminate the Lease for an affected item. Otherwise, the change shall apply.

5. Advance Rent. Lessee shall pay to Lessor, prior to Lessor's acceptance of a Lease, Advance Rent, if specified. Advance Rent shall be refunded if Lessor for any reason does not accept the Lease or Lessee terminates the Lease in accordance with Paragraph 4, 12 or 15.

6. Selection and Use of Equipment, Programming and Licensed Program Materials. Lessee agrees that it shall be responsible for the selection, use of, and results obtained from, the Equipment, any programming supplied by IBM without additional charge for use on the Equipment (programming), licensed program materials, and any other associated equipment, programs or services.

7. Assignment to Lessor. Lessee hereby assigns, exclusively to Lessor, Lessee's right to purchase the Equipment from IBM. This assignment is effective when Lessor accepts the applicable Supplement and Lessor shall then be obligated to purchase and pay for the Equipment. Other than the obligation to pay the purchase price, all responsibilities and limitations applicable to Customer as defined in the referenced IBM purchase agreement in effect at the time the Lease is accepted by Lessor (Purchase Agreement) shall apply to Lessee.

If the Equipment is subject to a volume procurement amendment to the Purchase Agreement or to another discount offering, (a) Lessor will pay the same amount for the Equipment that would have been payable by Lessee, and (b) Lessee will remain responsible to IBM for any late order change charges, settlement charges, adjustment charges or any other charges incurred under the volume procurement amendment or other discount offering.

8. Lease Not Cancellable; Lessee's Obligations Absolute. Lessee's obligation to pay shall be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense, counterclaim or recoupment for any reason whatsoever, including any failure of the Equipment, programming or licensed program materials or any representations by IBM. If the Equipment, programming or licensed program materials are unsatisfactory for any reason, Lessee shall make any claim solely against IBM and shall, nevertheless, pay Lessor all amounts payable under the Lease.

9. Warranties. Lessor grants to Lessee the benefit of any and all warranties made available by IBM in the Purchase Agreement. Lessor warrants that neither Lessor nor anyone acting or claiming through Lessor, by assignment or otherwise, will interfere with Lessee's quiet enjoyment of the use of the Equipment so long as no event of default shall have occurred and be continuing. EXCEPT FOR LESSOR'S WARRANTY OF QUIET ENJOYMENT, LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO LESSOR,

THE ADDITIONAL TERMS AND CONDITIONS ON PAGES 2 THROUGH 4 ARE PART OF THIS AGREEMENT.

LESSEE ACKNOWLEDGES THAT LESSEE HAS READ THIS AGREEMENT AND ITS SUPPLEMENT, UNDERSTANDS THEM, AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. FURTHER, LESSEE AGREES THAT THIS AGREEMENT AND ITS SUPPLEMENT ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, SUPERSEDING ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.

Accepted by: IBM Credit Corporation

By: [Signature]
Authorized Signature

Name (Type or Print): J. D. Hillson
Date: 12/20/84

2125-3318-2 (U M001) 2.84

S. R. Systems
By: [Signature]
Authorized Signature
Stan Kutch
Name (Type or Print)
Date: 12/19/84

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LESSEE ORIGINAL

Term Lease Supplement

Date Prepared 12/18/84

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Name and Address of Lessee:
S R Systems
 105 B Rubican
 Zephyr Cove, NV 89448
 Equipment Location:
 Lessee's Address Above
 Other Address

IBM Branch Office Address:
 50 W Liberty St, #500
 P. O. Box 6178
 Reno, NV 89513

IBM Branch Office No.: **G7E**
 Term Lease Master Agreement No.: **G7E5606**
 Applicable TLMA Amendment No.:

Supplement (Lease) No.: **001**
 Referenced Purchase Agreement No.: **G7E5605**
 Referenced License Agreement No.: **G7E5605**
 Associated Lease No.:

List Attached

Customer No. Lessor	Installed State	Machine or Licensed Program Model/Feature	Description	Plant Order or MES No.	Serial No.	Dollar Amount Unit Purchase Price or LPM Charges or Other Amount	Lease Rate \$/1000 Pmt. Period	Rent (Qty. x \$/Rate)	Purchase Option Code	Lease Option	Number of Payment Periods	Advance Rent	Payment Period (Months unless noted)	Rent Commencement Date (for items)	TO BE FILLED IN BY LESSOR	
															Date of Installation or Effective Date of Purchase or Charges Due Date	Lessors Reporting Grade
82756-28	NV	1 5360 B23 S/36	256K Mag	200MB	871WXR	\$36,943.76	20.00	\$739.00		A	60		12/28/84			
45496-08		1 5294 001	Remote Control Unit		871WXS	\$2,339.19	20.50	\$48.00		A	60		12/28/84			
		1 5294 001	Remote Control Unit		871WXT	\$2,339.19	20.50	\$48.00		A	60		12/28/84			
		1 5294 001	Remote Control Unit		871WXV	\$2,339.19	20.50	\$48.00		A	60		12/28/84			
		1 5225 002	Line Printer	400 LPM	871WXW	\$12,641.36	20.50	\$259.00		A	60		12/28/84			
		1 5291 200	Display Station		871WYB	\$1,466.75	20.50	\$30.00		A	60		12/28/84			
		1 5291 200	Display Station		871WYC	\$1,466.75	20.50	\$30.00		A	60		12/28/84			
		1 5291 200	Display Station		871WYD	\$1,466.75	20.50	\$30.00		A	60		12/28/84			
		1 5291 200	Display Station		871WYF	\$1,466.75	20.50	\$30.00		A	60		12/28/84			
		1 5727 SS1	S/36 Sys Supp Prog		871WYL	\$4,000.00	23.70	\$95.00		S	60		12/28/84			
		1 5727 RG1	S/36 RPGII Compiler		871WYM	\$800.00	23.70	\$19.00		S	60		12/28/84			
		1 5727 UT1	S/36 Utilities		871WYN	\$600.00	23.70	\$14.00		S	60		12/28/84			
		1 5798 RPX	S/36 Retrieval		871WYP	\$1,200.00	23.70	\$28.00		S	60		12/28/84			
													Total Rent (all pages)	\$1,418.00		

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For Government Only

Bid Date _____ month/year
 Lessee's Fiscal Year Ends _____ month/year

LESSEE AND LESSOR AGREE THAT THIS SUPPLEMENT INCORPORATES THE TERM LEASE MASTER AGREEMENT REFERENCED ABOVE. SUCH AGREEMENT AND THIS SUPPLEMENT CONSTITUTE THE LEASE BETWEEN LESSEE AND LESSOR FOR THE EQUIPMENT AND INCLUDED FINANCING. LESSEE ACKNOWLEDGES THAT LESSEE HAS READ THE TERM LEASE MASTER AGREEMENT AND THIS SUPPLEMENT, UNDERSTANDS THEM, AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. FURTHER, LESSEE AGREES THAT THE LEASE AND ANY OTHER AGREEMENTS REFERRED TO IN THE LEASE ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRIT- TEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THE LEASE.

Accepted by:
IBM Credit Corporation

For or as Lessor:

By: _____
 Authorized Signature

Name (Type or Print) _____
 Date _____

By: *[Signature]*
 Name (Type or Print) **Stan Kutch**
 Date **12/19/84**

Lessee Initial below to request IBM maintenance agreement on Equipment
 Lessee Initial below if tax exempt

95 7 78 030 61

RENDO

COPY

REQUESTED BY
S. B. M. Corp.
IN OFFICIAL RECORDS OF
COUNTY OF NEVADA

84 DEC 24 AM 11:03

SUZANNE BEAUDREAU
RECORDER

\$6⁰⁰ PAID ju DEPUTY

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