

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

1. DEBTOR (LAST NAME FIRST) Nevada Casino Associates, L.P.		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS 100 East Fremont Street		1C. CITY, STATE Las Vegas, Nevada	1D. ZIP CODE 89101
1E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 1B)		1F. CITY, STATE	1G. ZIP CODE
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST) (See Schedule 1 attached hereto for names, addresses and signatures of additional debtors)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
2E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 2B)		2F. CITY, STATE	2G. ZIP CODE
3. DEBTOR (S) TRADE NAME OR STYLE (IF ANY) The High Sierra Hotel and Casino, The Mint Hotel and Casino, Del Webb's Nevada Club		3A. FEDERAL TAX NO.	
4. ADDRESS OF DEBTOR (S) CHIEF PLACE OF BUSINESS (IF ANY) 100 East Fremont Street		4A. CITY, STATE Las Vegas, Nevada	4B. ZIP CODE
5. SECURED PARTY Morgan Guaranty Trust Company of New York, as Agent for the Banks listed on Schedule A attached hereto and in- corporated by reference herein 23 Wall Street NAME: Morgan Guaranty Trust Company of New York MAILING ADDRESS: 23 Wall Street CITY: New York STATE: New York ZIP CODE: 10015		5A. SOCIAL SECURITY NO., FEDERAL TAX NO., OR BANK TRANSIT AND A.B.A. NO. Bank Transit: 021000238 A.B.A. No.: 023	
6. ASSIGNEE OF SECURED PARTY (IF ANY)		6A. SOCIAL SECURITY NO., FEDERAL TAX NO., OR BANK TRANSIT AND A.B.A. NO.	
NAME		CITY	
MAILING ADDRESS		STATE	
CITY		ZIP CODE	

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.

See Schedule B attached hereto and hereby incorporated by reference herein. This financing statement covers property which is or may become fixtures. File and index in Real Estate Records. See Schedule C attached hereto for description of real property and name of record owner thereof.

(Filed with Douglas County Recorder)

7A. Maximum amount of indebtedness to be secured at any one time (OPTIONAL)

\$ _____

8. Check if Applicable

A Proceeds of collateral are also covered

B Products of collateral are also covered

C Proceeds of above described original collateral in which a security interest was perfected

D Collateral was brought into this State subject to security interest in another jurisdiction

9. NEVADA CASINO ASSOCIATES, L.P. (Date) December 28 1984
By: Tri-City Properties, Inc., General Partner

By: D.V. Mader Treasurer
SIGNATURE OF DEBTOR(S) (S) TITLE

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
as Agent for the Banks listed on Schedule A hereto

By: Robert E. Davis, V.P.
SIGNATURE(S) OF SECURED PARTY(IES) VICE PRESIDENT (TITLE)

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

05979

11. Return Copy to

NAME: Harriet L. Orol, Esq.
ADDRESS: c/o Kaye, Scholer, Fierman, Hays & Handler
CITY, STATE AND ZIP: 425 Park Avenue, New York, N.Y. 10022

111689

BOOK 1284 PAGE 256'7

STANDARD FORM—FILING FEE \$2.00

THIS SPACE FOR USE OF FILING OFFICER

SCHEDULE 1

to

FINANCING STATEMENT BY MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
AS AGENT ("SECURED PARTY") AGAINST NEVADA CASINO ASSOCIATES, L.P.
("DEBTOR") AND SAHARA NEVADA CORPORATION AND SAHARA TAHOE
CORPORATION AS ADDITIONAL DEBTORS (collectively, "ADDITIONAL
DEBTORS")

The names and addresses of the Additional Debtors are as follows:

1. Sahara Nevada Corporation
100 East Fremont Street
Las Vegas, Nevada 98101
2. Sahara Tahoe Corporation
3800 North Central Avenue
Phoenix, Arizona 85012

Signatures of Additional Debtors:

SAHARA NEVADA CORPORATION

By: J. U. O'Brien
President (Title)
J. U. O'BRIEN

SAHARA TAHOE CORPORATION

By: D. V. Mickus
Treasurer (Title)
D. V. MICKUS

111689

BOOK 1284 PAGE 2568

SCHEDULE A

to

FINANCING STATEMENT BY MORGAN GUARANTY TRUST COMPANY, AS AGENT
("SECURED PARTY") AGAINST NEVADA CASINO ASSOCIATES, L.P. ("DEBTOR")
AND SAHARA TAHOE CORPORATION AND SAHARA NEVADA CORPORATION AS
ADDITIONAL DEBTORS ("ADDITIONAL DEBTORS")

NAMES OF BANKS* FOR WHICH
MORGAN GUARANTY TRUST COMPANY OF
NEW YORK IS AGENT

<u>Bank</u>	<u>Address</u>
Morgan Guaranty Trust Company of New York, in its individual capacity	23 Wall Street New York, New York 10015
Morgan Guaranty Trust Company of New York, St. Helier, Jersey (Channel Islands) Office	c/o Morgan Data Services, Inc. Euro-Loan Servicing Unit 902 Market Street P.O. Box 2165 Wilmington, Delaware 19899
Manufacturers Hanover Trust Company	350 Park Avenue New York, New York 10022
Bank of America National Trust and Savings Association	555 South Flower Street Los Angeles, California 90071 Attn: Manufacturing/Consumer Products #5145
The Valley National Bank of Arizona	241 North Central 9th Floor P.O. Box 71 Phoenix, Arizona 85001
Mellon Bank, N.A.	555 South Flower Street Suite 4070 Los Angeles, California 90071
First Interstate Bank of California	707 Wilshire Boulevard Los Angeles, California 90017
First Interstate Bank of Nevada, N.A.	One East First Street P.O. Box 11007 Reno, Nevada 89520

* The term "Banks" as used in this financing statement shall include the successors and assigns of each of the Banks listed herein and the term "Agent" in this financing statement shall include the successors and assigns of the Agent.

111689

BOOK 1284 PAGE 2569

<u>Bank</u>	<u>Address</u>
Marine Midland Bank, N.A.	140 Broadway New York, New York 10015
Centerre Bank	510 Locust Street St. Louis, Missouri 63101
Security Pacific National Bank	Security Pacific Plaza 333 South Hope Street Los Angeles, California 90071
United Arizona Bank	3300 North Central P.O. Box 2908 Phoenix, Arizona 85062
The Arizona Bank	101 North First Avenue P.O. Box 2511 Phoenix, Arizona 85004
First Fidelity Bank, N.A., New Jersey	550 Broad Street Newark, New Jersey 07102

111689

BOOK **1284** PAGE **2570**

SCHEDULE B

TO

FINANCING STATEMENT BY MORGAN GUARANTY TRUST
COMPANY OF NEW YORK, AS AGENT ("SECURED PARTY")
AGAINST NEVADA CASINO ASSOCIATES, L.P. ("DEBTOR")
AND SAHARA NEVADA CORPORATION AND SAHARA TAHOE
CORPORATION AS ADDITIONAL DEBTORS ("ADDITIONAL DEBTORS")

The property covered by this financing statement consists of:

(a) all equipment, machinery, furniture, fittings and fixtures of every nature, kind and description, whether used by Debtor in its business or leased or held for lease to others (including, without limitation, all of the foregoing now or hereafter leased to Nevada Casino Hotels, Inc., its successors or assigns (the "Operating Company"), or otherwise leased by Debtor in connection with the hotel/casinos known as the Mint Hotel and Casino, the High Sierra Hotel and Casino and Del Webb's Nevada Club (collectively, the "Nevada Properties")) wherever located, whether now owned or hereafter acquired by Debtor, and whether now or hereafter affixed to, attached to, installed in, placed upon, or used in any way in connection with the complete and comfortable use, enjoyment, occupancy or operation of realty, including all proceeds, replacements, accretions, additions and substitutions thereto, including but not limited to furnaces, boilers, oil burners, radiators and piping, plumbing and bathroom fixtures, refrigeration, air conditioning machinery and equipment, communications equipment and systems, fire protection and sprinkler equipment and systems, washtubs, sinks, gas and electric fixtures, stoves, ranges, awnings, screens, window shades, elevators, escalators, motors, dynamos, cooking apparatus, refrigerators and mechanical kitchen equipment, laundry equipment, dishwashers, kitchen cabinets, incinerators, surveillance equipment and systems, plants and shrubbery, partitions, vaults, safes, fire extinguishing equipment, parts and supplies, motor vehicles, boats, typewriters, dictation equipment, materials and supplies, paints, uniforms of engineering and maintenance personnel and all supplies used in connection with the maintenance and repair thereof and all other furniture, equipment and machinery, tools, appliances, fittings, fixtures and building materials of any kind now owned or hereafter acquired by the Debtor and whether or not affixed to realty and further including but not limited to all room, office and public furnishings, beds, drapes, dressers, lamps, tables, gaming equipment, restaurant supplies, kitchen supplies, utensils and equipment, carpets, linen supplies, chandeliers, pictures, radios, television sets,

111689

BOOK 1284 PAGE 2571

and all other tangible personal property now owned or hereafter acquired by the Debtor and used in, or leased in connection with, the operation of the Nevada Properties and related facilities, including, without limitation, parking facilities and boat docking facilities (collectively, the "Equipment"), all books, records and other property and general intangibles at any time relating to the Equipment;

(b) all trademarks, trade names, trade styles, logos and service marks of Debtor (including, without limitation, "The Mint," the "Del Webb's Nevada Club" and the "High Sierra" and all derivations, combinations and portions thereof), all prints and labels on which such trademarks, trade names, trade styles and service marks have appeared or appear, all designs and general intangibles of like nature, all now existing or hereafter adopted or acquired by Debtor, all right, title and interest therein and thereto and all right, title and interest of Debtor in and to the trademarks of the Operating Company assigned to the Debtor pursuant to the Security Agreement--Trademarks, dated December 28, 1984, between Debtor and the Operating Company, all registrations, reissues, extensions or renewals thereof and all licenses thereof (individually, the "Trademark" and collectively, the "Trademarks");

(c) all right, title and interest (whether now existing or hereafter created) of the Debtor in and to, all powers, remedies and benefits (whether now existing or hereafter created) of Debtor under, and all monies due or to become due to Debtor under certain accounts, instruments, chattel paper and general intangibles including, without limitation, under or in connection with the following agreements and all amendments, supplements and modifications thereto: (i) the Assignment of Management Agreement, DEW Management Guaranty, Webb Loan Agreement and Certain Gaming Equipment Commitment and Leases as Collateral Security, dated December 28, 1984, between the Debtor and the Operating Company, and the consent agreements appearing beneath the signature page thereof, including, without limitation, all right, title and interest acquired by Debtor pursuant to such Assignment in, to and under (v) the Management Agreement, dated December 28, 1984 (the "Management Agreement") between the Operating Company and Consolidated Casinos Corp. ("CCC"), (w) the Guaranty Agreement, dated December 28, 1984, by Del E. Webb Corporation ("DEW") in favor of the Operating Company with respect to the Management Agreement, (x) the Original Gaming Equipment Lease and Commitment for New Gaming Equipment Leases, each dated December 28, 1984 (the "Commitment") and among CCC, the Operating Company and DEW, (y) all gaming equipment leases of the Operating Company or CCC, to be executed from time to

time pursuant to the Commitment, and (z) the Loan Agreement, dated December 28, 1984, between DEW and the Operating Company, providing for loans to the Operating Company in connection with third party leases; (ii) the Maintenance Services Contract, dated December 28, 1984 (the "Maintenance Services Agreement") between the Debtor and CCC; (iii) the Subordination Agreement, dated December 28, 1984, between the Debtor and CCC; (iv) the Guaranty Agreement, dated December 28, 1984, by DEW in favor of the Debtor, with respect to the Maintenance Services Agreement; (v) the Indemnity Agreement, dated December 28, 1984, by DEW in favor of the Debtor and the Secured Party; (vi) the Guaranty Agreement, dated December 28, 1984, by DEW in favor of the Debtor, with respect to the High Sierra Lease (as defined therein); (vii) the Subordination Agreement, dated December 28, 1984, between DEW and the Debtor; (viii) the Guaranty Agreement, dated December 28, 1984, by First Nevada Casinos Corp. (the "Holding Company") in favor of the Debtor; (ix) the Pledge Agreement, dated December 28, 1984, by the Holding Company in favor of the Debtor; (x) the Guaranty Agreement, dated December 28, 1984, by SNC in favor of the Debtor; (xi) the Guaranty Agreement, as and when executed, by DEW in favor of the Debtor, with respect to the Operating Lease (as defined below); (xii) the Agreement of Sale, dated December 28, 1984, between SNC, Sahara Tahoe Corporation and the Debtor; (xiii) the Pledge Agreement, dated December 28, 1984, by SNC in favor of the Debtor; (xiv) the Operating Lease Agreement, dated December 28, 1984 (the "Operating Lease") between the Debtor and the Operating Company; and (xv) any and all presently existing or hereafter created leases (other than the Operating Lease, and the Ground Leases and the Park Cattle Lease, as defined in the Collateral Assignment of Leases and Rents, dated December 28, 1984, between Debtor, the Operating Company and Secured Party) covering all or any part of the Nevada Properties, together with all rents, income and other payments in connection with such leases and any guaranties of the obligations of lessees under each of such leases;

(d) all permits of any kind whatsoever in connection with the Nevada Properties now or hereafter owned by Debtor; and

(e) all products and proceeds of the foregoing, in any form, including, without limitation, insurance proceeds for, and any claims against third parties for loss or damage to or destruction of any or all

of the foregoing, together with (to the extent constituting partnership assets of Debtor) all monies, securities, drafts, notes, items and other property of Debtor, and the proceeds thereof, now or hereafter held or received by or in transit to Secured Party or any of the Banks listed on Schedule A to this Financing Statement (or successors thereof), from or for Debtor, whether for safekeeping, custody, pledge, transmission, collection or otherwise, and any and all deposits (general or special), balances, sums, proceeds and credits of Debtor with, and any and all claims of Debtor against, Secured Party, at any time existing.

COPY

SCHEDULE C

to

FINANCING STATEMENT BY MORGAN GUARANTY TRUST COMPANY, AS AGENT ("SECURED PARTY")
AGAINST NEVADA CASINO ASSOCIATES. L.P. ("DEBTOR") AND SAHARA TAHOE CORPORATION
AND SAHARA NEVADA CORPORATION AS ADDITIONAL DEBTORS ("ADDITIONAL DEBTORS")

Description of Property

1. The sublessee's interest pursuant to that certain sublease dated as of the date hereof between Sahara-Tahoe Corporation, as sublessor, and the Company, as sublessee, a memorandum of which is intended to be recorded in the Office of the Clerk of Douglas County immediately prior to the recording hereof in those certain lots, pieces or parcels of land (the "High Sierra Land") located in the County of Douglas, State of Nevada, described as follows:

Record Owner:
Park Cattle
Company

The parcel of land situate within Section 27,
T.13N., R.18E., M.D.B. & M, Douglas County, Nevada,
being more particularly described as follows:

Commencing at the intersection of the Nevada State
Line and the westerly right-of-way line of U.S.
Route 50;

thence N 27 degrees 58 minutes 21 seconds E 744.79
feet along said westerly right-of-way line of U.S.
Route 50 to the True Point of Beginning;

thence continuing along said line N 27 degrees 58
minutes 21 seconds E 787.82 feet along the westerly
right of way line of U.S. Rouse 50;

thence N 62 degrees 01 minutes 39 seconds W 1105.84
feet;

thence S 27 degrees 58 minutes 21 seconds W 787.82
feet;

thence S 62 degrees 01 minutes 39 seconds E 1105.84
feet to the true point of BEGINNING.

Excepting therefrom that portion conveyed to the
County of Douglas for public road purposes commonly
known as the Stateline Loop Road, by deed dated
July 20, 1978 and recorded September 6, 1978 as
Document No. 24881 in Book 978, Page 249.

2. The buildings and improvements located on the
High Sierra Land.

111689

BOOK 1284 PAGE 2575

COPY

REQUESTED BY
First American Title
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'84 DEC 28 AIO:25

SUZANNE BEAUDREAU
RECORDER

\$^{6.00} PAID *ju* DEPUTY ** **111689**

BOOK **1284** PAGE **2576**