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REORDER FROM
Registrol, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN, 55303
(612) 421-1712

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

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

1. DEBTOR (ONE NAME ONLY) <input checked="" type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST)		SAHARA TAHOE CORPORATION	1A. FEDERAL IDENTIFICATION NUMBER 88-0094219
1B. MAILING ADDRESS 2300 Paseo Del Prado, Suite A-208		1C. CITY, STATE Las Vegas, Nevada	1D. ZIP CODE 89102
1E. RESIDENCE ADDRESS		1F. CITY, STATE	1G. ZIP CODE
2. ADDITIONAL DEBTOR (IF ANY) (ONE NAME ONLY) <input type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST)			2A. FEDERAL IDENTIFICATION NUMBER
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
2E. RESIDENCE ADDRESS		2F. CITY, STATE	2G. ZIP CODE
3. <input type="checkbox"/> ADDITIONAL DEBTOR(S) ON ATTACHED SHEET			
4. SECURED PARTY NAME MAILING ADDRESS CITY		MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Agent for the Banks listed on Schedule 1 attached hereto and made a part hereof. 23 Wall Street New York STATE New York ZIP CODE 10015	4A. FEDERAL IDENTIFICATION NUMBER Bank Transit: 021000238 A.B.A. No.: 23
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY			5A. FEDERAL IDENTIFICATION NUMBER
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). See Schedule A annexed hereto and made a part hereof. See Schedule B annexed hereto and made a part hereof for a description of Real Property. This financing statement covers property which is or may become fixtures. File in Real Estate Records Filed With: Douglas County Recorder, NV			
6A. _____ SIGNATURE OF RECORD OWNER		6C. \$ _____ MAXIMUM AMOUNT OF INDEBTEDNESS TO BE SECURED AT ANY ONE TIME (OPTIONAL)	
6B. SAHARA TAHOE CORPORATION (TYPE) RECORD OWNER OF REAL PROPERTY			
7. Check <input checked="" type="checkbox"/> if Applicable	A <input checked="" type="checkbox"/> Proceeds of collateral are also covered	B <input checked="" 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 (Debtors Signature Not Required)
	D <input type="checkbox"/> Collateral was brought into this State subject to security interest in another jurisdiction (Debtors Signature Not Required)		
8. 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		

THIS SPACE FOR USE OF FILING OFFICER

9. (Date) June 29, 1988

By: Anthony C. Atchley PRESIDENT
SIGNATURE(S) OF DEBTOR(S) Anthony C. Atchley, PRES.

By: Henry I. Bryant SUP
SIGNATURE(S) OF SECURED PARTY(IES) Henry I. Bryant (TITLE)

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Agent for the Banks listed on Schedule 1 annexed hereto
(TYPE NAME(S))

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

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10. Return Copy to

NAME David Britsch
ADDRESS Kaye, Scholer, Fierman, Hays & Handler
CITY, STATE AND ZIP 425 Park Avenue
New York, New York 10022

SCHEDULE 1

to

FINANCING STATEMENT BY MORGAN GUARANTY TRUST COMPANY, AS AGENT
("SECURED PARTY") AGAINST SAHARA NEVADA CORPORATION ("DEBTOR")

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 Office	Euro-Dollar Lending 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	270 Park Avenue - 47th Floor New York, New York 10017
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 A714 Phoenix, Arizona 85004
Mellon Bank, N.A.	One Mellon Bank Center RM #4312 Pittsburgh, Pennsylvania 15258
First Interstate Bank of California	707 Wilshire Boulevard (W35-1) Los Angeles, California 90017

* 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.

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Bank

Address

First Interstate Bank of
Nevada, N.A.

One East First Street
P.O. Box 11007
Reno, Nevada 89520

Marine Midland Bank, N.A.

140 Broadway
New York, New York 10015

Centerre Bank, N.A.

One Centerre Plaza
St. Louis, Missouri 63101

Security Pacific
National Bank

Security Pacific Plaza
333 South Hope Street H-11-50
Los Angeles, California 90071

United Bank of Arizona

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

2-6 North Avenue West
Cranford, New Jersey 07016

SCHEDULE A

TO

FINANCING STATEMENT BY MORGAN GUARANTY TRUST
COMPANY OF NEW YORK, AS AGENT ("SECURED PARTY")
AGAINST SAHARA TAHOE CORPORATION ("DEBTOR")

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 by Debtor in connection with the hotel/casino known as the High Sierra Hotel and Casino (the "Nevada Properties"), wherever located, whether now owned or hereafter acquired by Debtor (other than slot machines and other gaming equipment, but including without limitation, all right, title and interest of the Company as referred to below or Nevada Casino Hotels, Inc. in and to all existing leases of slot machines and other gaming equipment and all existing commitments to lease or finance the same), 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, appliance, 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, restaurant supplies, kitchen supplies, utensils and equipment, carpets, linen supplies,

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chandeliers, pictures, radios, television sets, 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 tangibles at any time relating to the Equipment;

(b) all trademarks, trade names, trade styles, logos and service marks of Debtor (including, without limitation, the "High Sierra", the "Its High Time", the "HS and Design", and "Miscellaneous Des. (Beauregard)" 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, 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 moneys 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 Commitment for New Gaming Equipment Leases, dated December 28, 1984 (the "Commitment") and among Consolidated Casinos Corp., Nevada Casino Hotels, Inc. and Del Webb Corporation, together with all gaming equipment leases of Debtor or Consolidated Casinos Corp. to be executed from time to time pursuant to the Commitment; (ii) the Guaranty Agreement, dated December 28, 1984, by DEW in favor of Nevada Casino Hotels, Limited Partnership, formerly known as Nevada Casino Associates, L.P., ("Company") with respect to the CCC Sublease (as defined therein); (iii) the Subsidiary Guarantors-Company Subordination Agreement, dated as of November 24, 1987, by Del E. Webb Commercial Properties Corp., Del E. Webb Recreational Properties, Inc. and Del E. Webb Communities, Inc., originally in favor of the Company; and (iv) any and all presently existing or hereafter created leases (other than the Park Cattle Lease, as defined in the Amended and Restated Loan Agreement dated as of November 13, 1987, as amended, among the Company, Secured Party and the Banks referred to below) 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

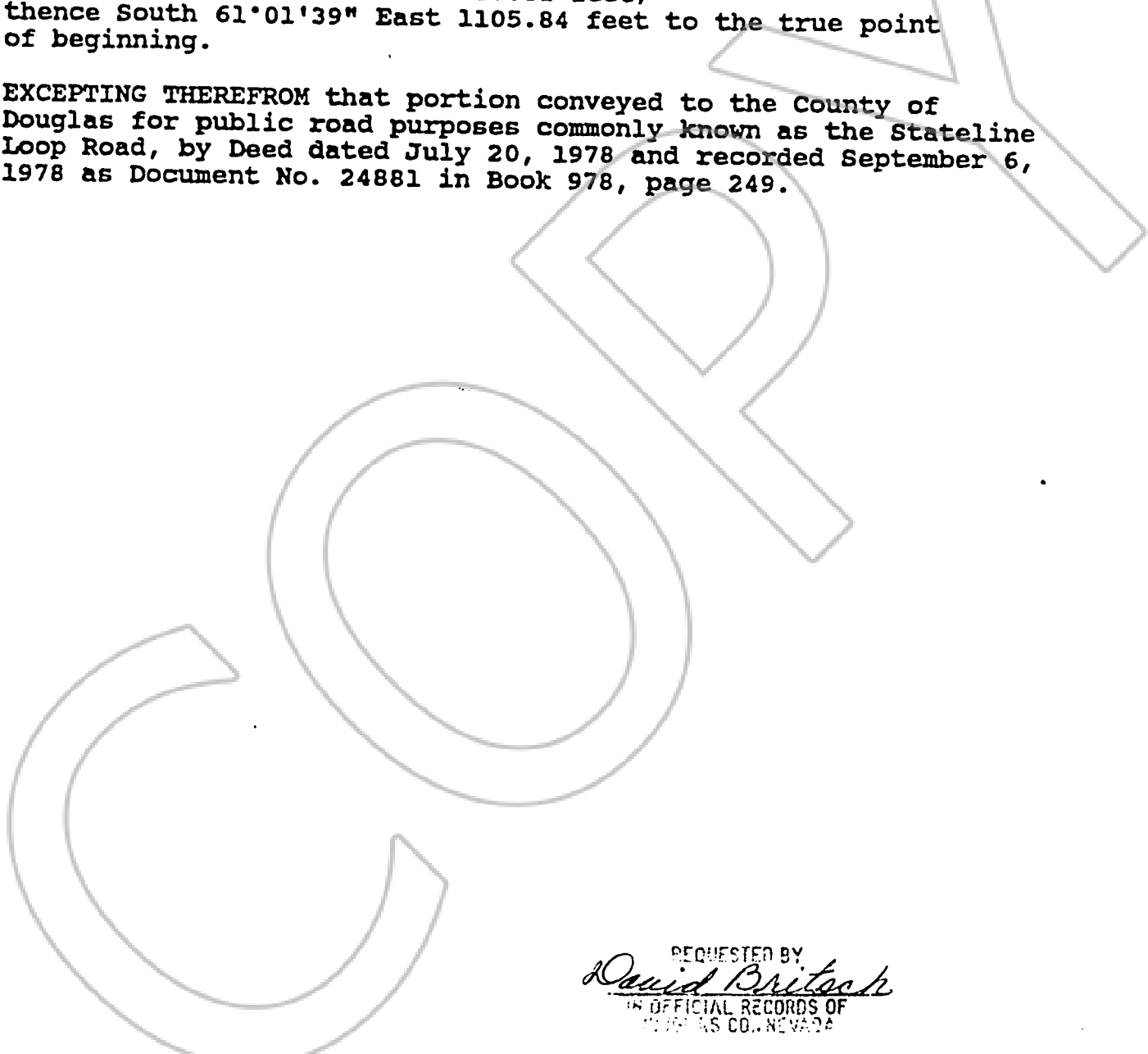
(e) all products and proceeds of the foregoing, in any form, including, without limitation, insurance proceeds for, and any claims against third parties for loss or damage to or destruction of any or all of the foregoing, together with all moneys, securities, drafts, notes, items and other property of 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 1 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.

DESCRIPTION

A tract of land lying in Douglas County, Nevada, in Section 27, Township 13 North, Range 18 East, M.D.B.&M., that is 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 North 27°58'21" East 744.79 feet along the Westerly right of way line of U.S. Route 50 to the true point of beginning;
thence North 27°58'21" East 787.82 feet along the Westerly right of way line of U.S. Route 50;
thence North 61°01'39" West 1105.84 feet;
thence South 27°58'21" West 787.82 feet;
thence South 61°01'39" East 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.



REQUESTED BY
David Britsch
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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SCHEDULE B

SUZANNE BEAUDREAU P146569.TO
RECORDER

#1100 PAID *JM* DEPUTY

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