

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

FINANCIAL FORMS DEPARTMENT
DIAMOND INTERNATIONAL CORPORATION

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

1. DEBTOR (LAST NAME FIRST) WIMAR TAHOE CORPORATION		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 61-1168748	
1B. MAILING ADDRESS 207 Grandview Drive		1C. CITY, STATE Ft. Mitchell, Kentucky	
1E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 1B)		1F. CITY, STATE	
1D. ZIP CODE 41017-2799		1G. ZIP CODE	
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	
2E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 2B)		2F. CITY, STATE	
2D. ZIP CODE		2G. ZIP CODE	
3. DEBTOR(S) TRADE NAME OR STYLE (IF ANY)		3A. FEDERAL TAX NO.	
4. ADDRESS OF DEBTOR(S) CHIEF PLACE OF BUSINESS (IF ANY)		4A. CITY, STATE	
4B. ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. 072000805	
5. SECURED PARTY NAME MICHIGAN NATIONAL BANK MAILING ADDRESS 35333 WEST 12 MILE ROAD, SUITE 350 CITY Farmington Hills STATE Michigan ZIP CODE 48333-2896		6A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
6. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE 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.

Those items described on Exhibit "A", attached hereto, which are located on or used in connection with the real property which is legally described on Exhibit "B" attached hereto

7A. See Exhibit "C"
SIGNATURE OF RECORD OWNER

7B. See Exhibit "C"
(TYPE) RECORD OWNER OF REAL PROPERTY

7C. \$ 23,000,000.00
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. Check if Applicable

DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH NRS 704.205 AND NRS 104.9403

10. (Date) January 9, 1990

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

WIMAR TAHOE CORPORATION

By: [Signature] **President**
SIGNATURE(S) OF DEBTOR(S) (TITLE)

William J. Yung, President

By: [Signature] **Vice-President**
SIGNATURE(S) OF SECURED PARTY, (IES) (TITLE)

Thomas W. Armstrong, Vice President

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11. **Return Copy to**

NAME **ELLIOTT R. EISNER, ESQ.**

ADDRESS **VARGAS & BARTLETT**

CITY, STATE AND ZIP **3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, Nevada 89109**

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THIS SPACE FOR USE OF FILING OFFICER

Exhibit "A"

Debtor hereby grants to Secured Party a security interest in the real estate described in EXHIBIT "B" attached hereto (hereinafter referred to as "THE PROPERTY") together with all the following described property presently owned or hereafter acquired wherever the same be situated and related to or arising from THE PROPERTY including: (i) all machinery, apparatus, non-gaming equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, including consumable goods, now or hereafter located in or upon THE PROPERTY or any part thereof, and used or useable in connection with any present or future operation of THE PROPERTY and now owned or hereafter owned by Debtor or leased by Debtor, including by way of description but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing apparatus, electrical apparatus (including, but not limited to all electrical transformers, switches, switch boxes, equipment boxes, cabinets, all whether used in the operation of THE PROPERTY or any business operated within or upon THE PROPERTY) lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling, and air-conditions apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ovens, ranges, disposals, dishwashers, carpeting, plants and shrubbery, ground maintenance equipment, ducts and compressors; together with all building materials, goods and personal property on or off the THE PROPERTY not yet affixed to or incorporated in THE PROPERTY. Any and all rights to the name, signs, trade names used to operate the security and goods and general intangibles including all accounts now owned or hereafter acquired, wherever the same be situated; (ii) accounts receivable, contract rights, general intangibles, rents and profits and any other form of obligation requiring the payment of money to Debtor, and any claim by Debtor for any of the foregoing arising from THE PROPERTY and improvements now or hereafter located thereon, including a hotel/casino; (iii) inventory, goods, merchandise, products, commodities, raw materials, goods, finished goods, consumable products and supplies now or hereafter located on or used in connection with THE PROPERTY or the operation thereof; (iv) all assignable license, permits, registrations, governmental approvals; (v) Leases, Income, Engineer's Contract, Architect's Contract, License Agreement and Plans and Specifications with respect to THE PROPERTY (all as hereinafter defined); (vi) all accessions, parts, attachments, and accessories use or intended for use in connection with any of the foregoing; (vii)

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proceeds, products, proceeds of hazard insurance and eminent domain proceedings, and condemnation awards of all of the foregoing; and (viii) all substitutions, replacements, repossessions, returns and records of any of the foregoing.

For the purposes of the foregoing, the following definitions shall apply:

"Architect's Contract" shall mean the agreement providing for the preparation of the Plans and Specifications (as hereinafter defined), and pursuant to which the Plans and Specifications were prepared, and all amendments thereto.

"Engineer's Contract" shall mean any agreement provided for engineering services of any type relating to THE PROPERTY or used/engaged for work under/precedent to/or after the Plans and Specifications.

"Income" shall mean all rents, security or similar deposits, revenues, issues, royalties, earnings, products or proceeds, profits, income, including, without limitation, all rights to payment for hotel room occupancy by hotel guests, which includes any payment or monies received or to be received in whole or in part, whether actual or deemed to be, for the sale of services or products in connection with such occupancy, advance registration fees by hotel guests, tour or junket proceeds and deposits, deposits for convention and/or party reservations, and other benefits from THE PROPERTY.

"Leases" shall mean any Lease or agreement, written or oral, demising any portion of THE PROPERTY, now or hereafter existing, and all rights of Debtor thereto or therefrom.

"License Agreement" shall mean any license or franchise pursuant to which Debtor may operate THE PROPERTY as a hotel bearing the name of a nationally recognized hotel chain, entered into by Debtor, and all extensions, renewals and modifications or replacements thereof.

"Plans and Specifications" shall mean the final plans and specifications, together with working and shop drawings, with respect to THE PROPERTY and all changes thereto.

Exhibit "B"

Legal Description

The parcel of land situate within Section 27, Township 13 North, Range 18 East, M.D.B. & I., 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 North 27°58'21" East, 744.79 feet along said 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 62°01'39" West 1,105.84 feet;

THENCE South 27°58'21" West, 787.82 feet;

THENCE South 62°01'39" East, 1,105.84 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 of Official Records, Page 249.

EXHIBIT "C"

7A. Signature of Record Owner

Park Cattle Co.

By Brooks Park
Brooks Park
Its Face,

7B. Record Owner of Real Property

Park Cattle Co.

COPY

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'90 JAN 10 P12:42

SUZANNE BEAUDREAU
RECORDER
\$ 14⁰⁰ PAID KD DEPUTY

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