

STATE OF NEVADA

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1

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

IMPORTANT: Read Instructions on back before filling out form.

Receipt No. _____

1. DEBTOR (ONE NAME ONLY) <input type="checkbox"/> LEGAL BUSINESS NAME O.M. CORPORATION <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST)		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 88-0218225
1B. MAILING ADDRESS 515 Nichols Blvd.	1C. CITY, STATE Sparks, NV.	1D. ZIP CODE 89431
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. SOCIAL SECURITY OR FEDERAL TAX NO.
2B. MAILING ADDRESS	2C. CITY, STATE	2D. ZIP CODE
2E. RESIDENCE ADDRESS	2F. CITY, STATE	2G. ZIP CODE

3. ADDITIONAL DEBTOR(S) ON ATTACHED SHEET

4. SECURED PARTY NAME LITCHFIELD FINANCIAL CORPORATION MAILING ADDRESS 13701 West Jewell Avenue CITY Lakewood STATE Colo. ZIP CODE 80228		4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.

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).

All of Debtor's rights, title and interest in and to that personal property as is more fully described on EXHIBIT "A" attached hereto.

6A. _____ SIGNATURE OF RECORD OWNER

6B. _____ (TYPE) RECORD OWNER OF REAL PROPERTY

6C. \$ _____ MAXIMUM AMOUNT OF INDEBTEDNESS TO BE SECURED AT ANY ONE TIME (OPTIONAL)

7. Check if Applicable <input checked="" type="checkbox"/>	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 (Debtor's Signature Not Required)	D. <input type="checkbox"/> Collateral was brought into this State subject to security interest in another jurisdiction (Debtor's Signature Not Required)
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8. Check if Applicable DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH NRS 704.205 AND NRS 104.9403.

9. **Q. M. CORPORATION**

(Date) March 14 19 97

By *L. E. Allison* Vice President
SIGNATURE(S) OF DEBTOR(S) (TITLE)

L. E. ALLISON
TYPE NAME(S)

By _____
SIGNATURE(S) OF SECURED PARTY(IES) (TITLE)

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	LITCHFIELD FINANCIAL CORPORATION	Trust Account Number (If Applicable)
ADDRESS	13701 West Jewell Avenue	
CITY, STATE AND ZIP	Lakewood, COLO. 80228	

WHITE—Alphabetical; PINK—Acknowledgement; GREEN—Secured Party; BLUE—Debtor.

EXHIBIT A
TO FINANCING STATEMENT

DEBTOR/ASSIGNOR: Q.M. CORPORATION

SECURED PARTY/ASSIGNEE: LITCHFIELD FINANCIAL CORPORATION

The property which is subject to and encumbered by this Financing Statement includes:

All of the right, title and interest, whether now existing or hereafter acquired, of Debtor/Assignor in, to and under the following, and specifically including all proceeds therefrom:

1. All Notes and other notes, documents and other property sold or delivered to, deposited with, or held by or for Lender pursuant to the Promissory Note and Installment Contract Purchase Agreement dated January 25, 1996, which has been executed by and between Secured Party/Assignee and Debtor/Assignor ("Purchase Agreement") including, without limitation, all promissory notes, installment sales contracts, leasehold interest rental agreements, accounts, deeds of trust and related or unrelated receivables generated by Debtor/Assignor in connection with its on-going land development and timeshare sales operations within the Thunderbird Resort, Ridge Sierra and Lakeside Tennis and Ski Resort development projects as located in or near Sparks, Stateline, and Incline Village, Nevada, respectively, as are more fully described in SCHEDULE 1 attached hereto, along with all after acquired Notes which are subsequently sold or transferred by Debtor/Assignor to Secured Party/Assignee pursuant to the terms of the Purchase Agreement;

2. All payments and prepayments of principal, interest, penalties and other amounts due or to become due on and/or under all the Notes and other Notes which will become the subject of the Purchase Agreement;

3. All security for, and all property used or useful in connection with the foregoing including, without limitation, all rights, liens and security interests existing with respect to, or as security for, all such Notes and other notes including, without limitation, all hold-back and loss reserve funds maintained and held by Secured Party/Assignee pursuant to the terms of the Purchase Agreement;

4. All files, surveys, certificates, correspondence, computer programs, tapes, discs, cards, accounting records, and other

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records, information and data relating to the Notes (including all formation, records, data, programs, tapes, discs and cards necessary for Lender to administer and service such collateral);

5. All insurance proceeds and condemnation proceeds associated with or pertaining to the real and personal property which is associated with the Notes being purchased hereunder;

6. All present and future accounts, general intangibles, chattel paper, contract rights, deposit accounts, instruments and documents as those terms are defined in the Colorado Commercial Code, now or hereafter relating or arising with respect to the Notes or otherwise, including, without limitation: (a) all rights to the payment of money, including escrow proceeds arising out of the sale of all or any portion of the Notes or otherwise; and (b) all reserves, deferred payments, deposits, refunds, cost savings, bonds, insurance policies and payments of any kind relating to the Notes or otherwise.

7. All present and future additions, modifications, renewals, attachments, replacements and substitutions of or to any or all of the foregoing;

8. All proceeds and products of any or all of the foregoing including, without limitation, all monies, deposit accounts, insurance proceeds and other tangible or intangible property received upon a sale or other disposition of any of the foregoing; and

9. All agreements of Debtor/Assignor with respect to the Project including, without limitation, any and all marketing agreements, sales contracts, and consignment agreements.

Capitalized terms used in this Exhibit "A" and not otherwise defined shall have the same meanings set forth for them in the Purchase Agreement.

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EXHIBIT A

20-21950-1	Baniaga, Avelina	02027	564-35-7360
20-22476-1	Balani, Noelene	03119A	525-90-0908
20-11721-1	Beaman, John C. & Harriet A.	00210	217-30-4719
20-22225-1	Britto, Carl L/Sarah	02609A	436-48-6291
20-22656-1	Casper, Gerald /Carolyn	00914A	315-44-5979
20-21949-1	Clements, Steven F.	01915A	428-90-5185
20-22711-1	Collins, Donald l/Susan	01146A	566-06-6154
20-22519-1	Duval, Oliver A. & Barbara R.	1920A	546-30-5241
20-22992-1	Eller, Cecil F./Marie M	01638B	554-90-6247
20-22630-1	Escolano, Stanley/Evelyn V.	01923A	551-48-4812
20-20675-1	Farley, Cheryl & Richard	03540B	573-90-3564
20-22142-1	Fox, Jason G./Anzalone-Fox, Cynthia	01734B	295-66-2302
20-22119-1	Gonzalez, Rudy/Dewitt-Gonzalez, Sherry	02105A	557-76-0479
20-12084-1	Greenslade, Ronald L. & Kathleen	00143	557-70-7923
20-22643-1	Guerin, Guy	02319B	042-42-0302
20-22593-1	Harner, Allen C./Catherine A.	02026a	549-86-4422
20-20352-1	Harrel, Donald W./Judy P.	02616C	521-62-2994
20-21820-1	Harris, Dean N./Vanessa B.	01032A	546-35-3633
20-20669-1	Heflin, Shane & Nancy R.	03001C	463-37-7724
20-22624-1	Hegdahl, David H/Karen L.	02018B	542-62-6157
20-23093-1	Huntoon, Jeff S./Julie D.	02042B	566-04-3704
20-22548-1	Iwamoto, Henry H./Marie L.	01151A	570-42-3804
20-22274-1	Klunder, Mark W./Casarez, Olga	03103A	503-74-5001
20-22834-1	Lehmann, Elmer E. & Carol A.	01343A	510-52-0560
20-22945-1	Liles, Jimmy D./Patricia A.	01440A	553-02-2371
20-22815-1	Linder, Nils R. & Linda J.	1538A	546-52-0292
20-21993-1	Loera Jr., Fernando/Dolores I	01820A	552-70-1833
20-22669-1	Martens, Harold /Linda	02021B	552-44-3489
20-22876-1	Merson, Brian & Perreault, Elizabeth	1544A	561-88-1729
20-23070-1	Miller, James D./Maria M.	01851B	561-56-2499
20-23008-1	Moreno, Roberto & Helen D.	1549A	573-36-7649
20-20457-1	Thomas, Walter Roy & Denise A.	02517B	561-37-6917
20-19264-1	Vaughn Sr., Timothy D/Jane A.	02832A	566-84-0532

REQUESTED BY
Stewart Title of Douglas County
 IN OFFICIAL RECORDS OF
 DOUGLAS CO., NEVADA

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LINDA SLATER
 RECORDER
 \$18⁰⁰ PAID *[initials]* DEPUTY