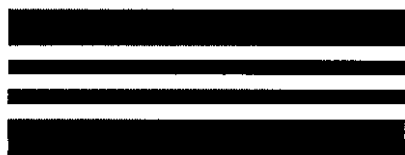


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REQUESTED BY
White + Williams LLP
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 NOV 18 AM 10:25

WERNER CHRISTEN
RECORDER

\$40⁵⁰ PAID *Ka* DEPUTY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] MICHAEL S. ETKINS (215) 864-6821
B. SEND ACKNOWLEDGMENT TO: (Name and Address) MICHAEL S. ETKINS, PARALEGAL WHITE AND WILLIAMS LLP 1800 ONE LIBERTY PLACE PHILADELPHIA, PA 19103-7395

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Walley's Partners Limited Partnership						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 2001 Foothill Road			CITY Genoa	STATE NV	POSTAL CODE 89411	COUNTRY USA
1d. TAX ID #: SSN OR EIN 88-0385858	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Partnership	1f. JURISDICTION OF ORGANIZATION Nevada	1g. ORGANIZATIONAL ID #, if any LP2331-1997		<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Liberty Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 315 Main Street			CITY Middletown	STATE CT	POSTAL CODE 06457	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

ALL OF DEBTOR'S FIXTURES, EQUIPMENT, LEASES, SUBLEASES, RENTS AND OTHER PERSONAL PROPERTY INSTALLED IN, ATTACHED TO, SITUATED IN, RELATED TO, OR OTHERWISE ARISING IN CONNECTION WITH THE REAL PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, AND AS DESCRIBED ON EXHIBIT "B" ATTACHED HERETO.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAIOLR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	

8. OPTIONAL FILER REFERENCE DATA

(TO BE FILED WITH THE DOUGLAS COUNTY, NEVADA RECORDER)

08783

0597056

BK1103PG07689

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
Walley's Partners Limited Partnership

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any

NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:
See Exhibit A attached hereto

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

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EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

PARCEL 1:

All that real property situate in the County of Douglas, State of Nevada, described as follows: A parcel of land located within a portion of the West one-half of the Southeast one-quarter (W1/2SE1/4) of Section 15 and the West one-half of the Northeast one-quarter (W1/2NE1/4) of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T.13N., R19.E., M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey for David Walley's Resort, a commercial subdivision, recorded April 29, 2002 in the office of Recorder, Douglas County, Nevada as Document No. 540898; thence along the north-south centerline of said Section 15, North 00°03' 48" West, 1322.57 feet to a found 2" iron pipe, no tag; thence North 86°52'39" East, 249.87 feet to a point on the easterly right-of-way of Foothill Road, the northwest corner of Remainder Parcel as shown on said Record of Survey, the POINT OF BEGINNING; thence along the boundary of said Remainder Parcel the following courses: thence continuing North 86°52'39" East, 4.38 feet to a found fence post, no tag, per Deed recorded February 28, 1977 in the office of Recorder, Douglas County, Nevada in Book 277, at Page 1249; thence South 89°20'43" East, 1064.63 feet; thence South 00°04'09" West, 2621.92 feet to a point on the north-south 1/16 line of the Northeast one-quarter of said Section 22; thence South 89°11'10" West, 1178.84 feet to a found 1/2" rebar, no tag, a point on said easterly right-of-way of Foothill Road; thence along said easterly right-of-way along the arc of a curve to the left, nontangent to the preceding course, having a radius of 1240.00 feet, central angle of 02°22'15", arc length of 51.31 feet, chord bearing North 05°40'39" East, and chord distance of 51.31 feet; thence North 04°29'31" East, 313.93 feet; thence along the arc of a curve to right having a radius of 1160.00 feet, central angle of 24°21'00", arc length of 492.99 feet, chord bearing North 16°40'01" East, and chord distance of 489.28 feet; thence North 28°50'31" East, 265.21 feet; thence along the arc of a curve to the left having a radius of 1240.00 feet, central angle of 54°31'00", arc length of 1179.85 feet, chord bearing North 01°35'01" East, and chord distance of 1135.85 feet; thence North 25°40'29" West, 499.42 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

Parcels E-1 and F of the Final Subdivision Map LDA #98-05 for DAVID WALLEY'S RESORT, a Commercial Subdivision, filed for record with the Douglas County Recorder on October 19, 2000, in Book 1000, at Page 3464, as Document No. 501638, and by Certificate of Amendment recorded November 3, 2000 in Book 1100, Page 467, as Document No. 502689, Official Records

Continued on next page

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EXHIBIT A - continued

of Douglas County, Nevada.

TOGETHER with a permanent non-exclusive easement for utilities and access as set forth in Quitclaim Deed recorded September 17, 1998 in Book 998, Page 3250 as Document No. 449574, Official Records, Douglas County, Nevada.

FURTHER EXCEPTING THEREFROM:

Adjusted Parcel G and Adjusted Parcel H as set forth on Record of Survey to Support a Boundary Line Adjustment for WALLEY'S PARTNERS LTD. PARTNERSHIP, DAVID WALLEY'S RESORT, a commercial subdivision filed for record with the Douglas County Recorder on September 20, 2002 in Book 0902, at Page 6268, as Document No. 552536, Official Records of Douglas County, Nevada.

TOGETHER WITH a perpetual non-exclusive easement of use and Continued on next page enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Abandonment of Easement Deed recorded September 20, 2002 in Book 0902, at Page 6242, as Document No. 0552534.

ASSESSOR'S PARCEL NO. 1319-22-000-017

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED SEPTEMBER 20, 2002, BOOK 0902, PAGE 6258, AS FILE NO. 0552535, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 2:

Parcels A, B, C and D of the Final Subdivision Map LDA #98-05 for DAVID WALLEY'S RESORT, a Commercial Subdivision, filed for record with the Douglas County Recorder on October 19, 2000, in Book 1000, at Page 3464, as Document No. 501638, and by Certificate of Amendment recorded November 3, 2000 in Book 1100, Page 467, as Document No. 502689, Official Records of Douglas County, Nevada.

ASSESSOR'S PARCEL NO's 1319-22-000-001, 1319-22-000-002, 1319-15-000-013
and 1319-15-000-014

TOGETHER with a permanent non-exclusive easement for utilities and access as set forth in Quitclaim Deed recorded September 17, 1998 in Book 998, Page 3250 as Document No. 449574,
Continued on next page

EXHIBIT A - continued

Official Records, Douglas County, Nevada.

PARCEL 3:

Parcels E-1 and F of the Final Subdivision Map LDA #98-05 for DAVID WALLEY'S RESORT, a Commercial Subdivision, filed for record with the Douglas County Recorder on October 19, 2000, in Book 1000, at Page 3464, as Document No. 501638, and by Certificate of Amendment recorded November 3, 2000 in Book 1100, Page 467, as Document No. 502689, Official Records of Douglas County, Nevada.

TOGETHER with a permanent non-exclusive easement for utilities and access as set forth in Quitclaim Deed recorded September 17, 1998 in Book 998, Page 3250 as Document No. 449574, Official Records, Douglas County, Nevada.

ASSESSOR'S PARCEL NO'S 1319-15-000-015 and 1319-22-000-003

PARCEL 4:

Adjusted Parcel G and Adjusted Parcel H as set forth on Record of Survey to Support a Boundary Lot Line Adjustment for WALLEY'S PARTNERS LTD. PARTNERSHIP, DAVID WALLEY'S RESORT, a Commercial Subdivision filed for record with the Douglas County Recorder on September 20, 2002 in Book 0902, at Page 6268, as Document No. 552536, Official Records of Douglas County, Nevada.

TOGETHER WITH a perpetual non-exclusive easement of use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Abandonment of Easement Deed recorded September 20, 2002 in Book 0902, at Page 6242, as Document No. 0552534.

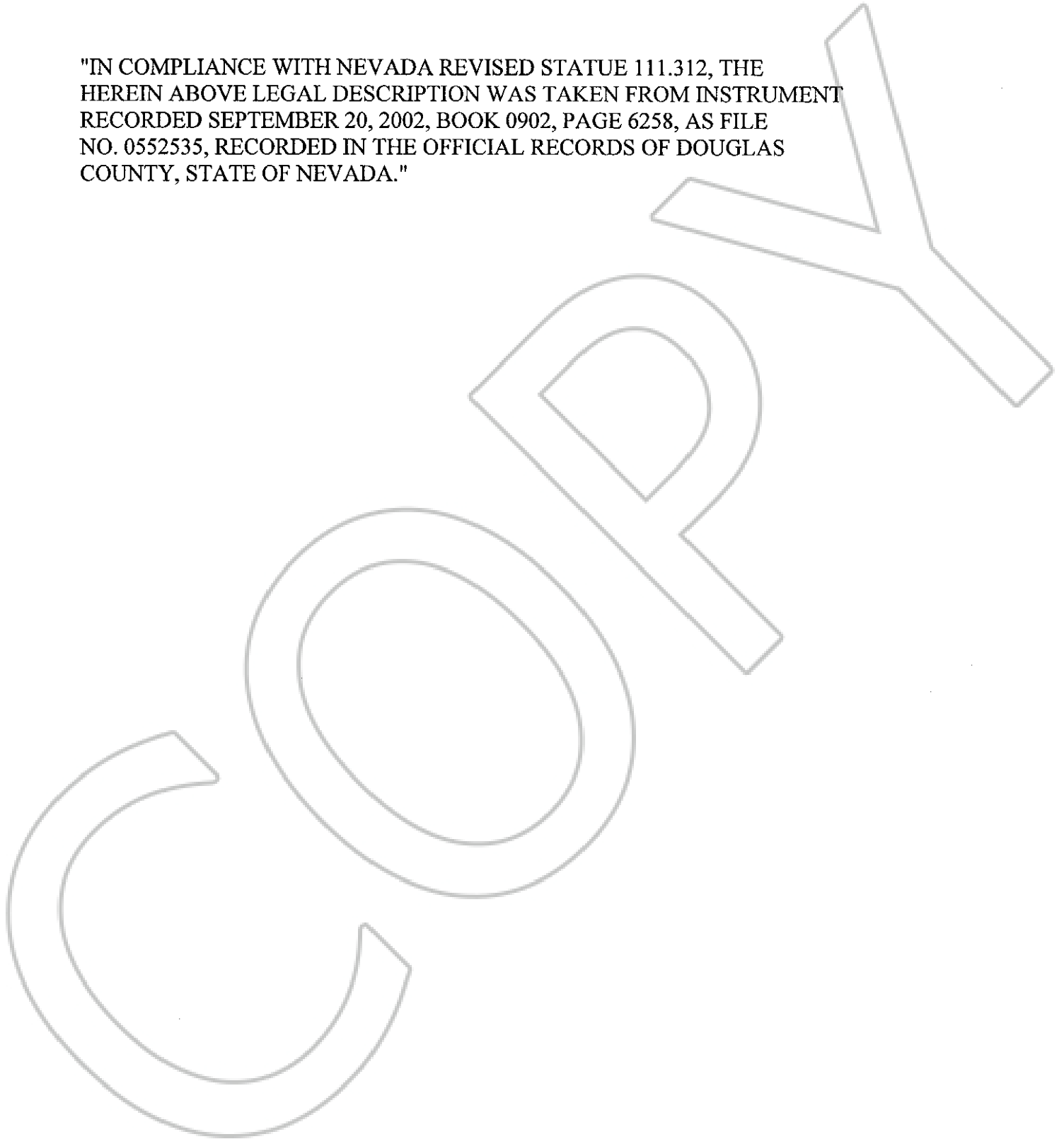
ASSESSOR'S PARCEL NO'S 1319-15-000-020 and 1319-15-000-021

EXCEPTING THEREFROM the timeshare interests previously released of record by Liberty Bank from the liens in favor of Liberty Bank pursuant to those certain Deeds of Trust, Assignment of Rents and Proceeds, Security Agreement, Financing Statement and Fixture Filing, one dated June 5, 1998, recorded with the Recorder of Douglas County, Nevada, on June 8, 1998 in Book 0698, at Page 1755, as Instrument 0441510, and the other dated June 5, 1998, recorded with the Recorder of Douglas County, Nevada, on June 8, 1998 in Book 0698, at Page 1782, as Instrument 0441511.

Continued on Next page

EXHIBIT A - continued

"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE
HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT
RECORDED SEPTEMBER 20, 2002, BOOK 0902, PAGE 6258, AS FILE
NO. 0552535, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS
COUNTY, STATE OF NEVADA."



DEBTOR
WALLEY'S PARTNERS LIMITED PARTNERSHIP
2001 Foothill Road
Genoa, NV 89411

SECURED PARTY
LIBERTY BANK
315 Main Street
Middletown, CT 06457

"Exhibit B"

1. The Land and the Project (excluding all Timeshare Interests which have previously been sold by Debtor and released by Secured Party from the lien of Secured Party's Mortgage), together with all buildings, structures, additions and improvements now or hereafter erected upon or made thereto, all common areas and common elements, all easements, rights-of-way, privileges and appurtenances belonging or in any way appertaining thereto (collectively, the "**Mortgaged Property**"). This lien shall be evidenced by the Secured Party's Mortgage which shall be fully insured by the Title Policy, subject only to exceptions acceptable to Secured Party and containing such endorsements as Secured Party may require. Such Title Policy shall insure the lien of the Secured Party's Mortgage over all persons claiming a right to occupy or use the Land and the Project (excluding all Timeshare Interests which have previously been sold by Debtor and released by Secured Party from the lien of Secured Party's Mortgage), except as otherwise agreed by Secured Party. Such Title Policy shall also insure the priority of the Secured Party's Mortgage over all taxes whether liened or not.

2. All of Debtor's or any predecessor-in-interest's rights under all existing and future rents, leases and agreements of sale of the Mortgaged Property or any portion thereof (including deposit monies thereunder) and all proceeds thereof.

3. All of Debtor's or any predecessor-in-interest's rights in and to all existing and future licenses, permits, franchises, certificates, entitlements, approvals, authorizations, consents, reports, studies, appraisals and other agreements and orders necessary or appropriate for the construction, maintenance, operation or ownership of the Mortgaged Property or otherwise pertaining to or benefiting the Mortgaged Property and in and to all fees, deposits, rights to refund, letters of credit or other property pledged or delivered pursuant thereto.

4. All of Debtor's rights in all proceeds of all existing and future licenses, permits, approvals, license rights, agreements and general intangibles with respect to which there are valid and enforceable legal or contractual restrictions prohibiting the collateral assignment or granting of a security interest (the "**Non-Assignable Contracts**"), including without limitation all proceeds from the sale, transfer or liquidation of such Non-Assignable Contracts and the value allocable to such Non-Assignable Contracts in any sale of Debtor's business or assets.

5. All of Debtor's existing and future furniture, personal property, appliances, furnishings, machinery, plumbing, heating, ventilating, air conditioning systems, fixtures and equipment.

6. All now or hereafter existing plans and specifications, agreements for the furnishing of architectural, engineering and design services, construction contracts,

subcontracts and agreements for the furnishing of labor or materials in connection with the Work.

7. All of Debtor's existing and future inventory, supplies, accounts, chattel paper and general intangibles.

8. All of Debtor's right, title and interest in and to any existing and future reservation system used or to be used in connection with the Project and all books and records related thereto.

9. All of Debtor's rights under any existing and future insurance policies in which Debtor now or hereafter has any interest.

10. All of Debtor's rights under all other existing and future agreements related to the ownership, development or operation of the Land or the Project, including without limitation, all Project Documents and all documents collateral thereto.

11. All of Debtor's or any predecessor-in-interest's rights in and to all now or hereafter existing water, pumping, usage or other rights whether appurtenant to the Mortgaged Property or appurtenant to other property, but which are to be used in connection with the Project, including without limitation all rights in, to and under Certificate 6712 under Permit 20409, Proof 07310, Permit 64881, Permit 65762, Permit 66657 and Permit 67307 and under the service agreement with Douglas County dated March 5, 1992.

12. All of Debtor's or any predecessor-in-interest's rights in and to all now or hereafter existing sewer rights, including all rights or permits to build any wastewater treatment and disposal facilities, ground water permits and surface water disposal permits.

13. Any and all proceeds of the foregoing.

All terms not otherwise defined herein shall have the meanings set forth in that certain Second Amended and Restated Construction Loan Agreement dated November __, 2003 between Debtor and Secured Party.