

SPECIAL IRREVOCABLE POWER OF ATTORNEY

This Special Irrevocable Power of Attorney ("Power of Attorney") effective as of August 28, 1984, is made this 18th day of September, 1984, between DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation ("Douglas County Title") and HOUSEHOLD BANK, F.S.B., a United States corporation ("Household").

W I T N E S S E T H

WHEREAS, pursuant to that certain Agreement and Declaration of Trust dated March 21, 1983, as amended, ("Trust Agreement") between THE BANK OF CALIFORNIA, N.A., a national banking association ("Bank") and Douglas County Title as co-trustees and CAPRI RESORTS, INC., a Nevada corporation, ("Capri") and FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a United States corporation ("Fidelity") of Baltimore, Maryland, as Beneficiary, legal title to certain real property located in the County of Douglas, State of Nevada, and more particularly described in Exhibit "A" attached hereto (the "Property") was conveyed to Douglas County Title as Trustee pursuant to the Trust Agreement; and

When recorded mail to:
Daniel N. King, Esq.
Donovan Hammond Ziegelman
Roach & Sotiroff
400 Renaissance Center
Suite 1100
Detroit, Michigan 48243
PH: 313-259-7900

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WHEREAS, the Property was encumbered to Fidelity pursuant to:

(a) that certain Deed of Trust dated June 28, 1982, executed by Capri as Trustor, naming Fidelity as Beneficiary and Douglas County Title Co., Inc., a Nevada corporation, as Trustee, recorded June 30, 1982, Book 682, Page 1670, as Instrument No. 69022, Official Records of Douglas County, Nevada; and

(b) that certain Deed of Trust dated June 28, 1982, executed by Capri as Trustor, naming Fidelity as Beneficiary and Douglas County as Trustee, recorded June 30, 1982, Book 682, Page 1695, as Document No. 69023, Official Records of Douglas County, Nevada; and

(c) that certain Modification and Subordination Agreement regarding Deeds of Trust and Financing Statements dated October 14, 1983, executed by Bank and Douglas County Title, as co-trustees, recorded October 14, 1983, Book 1083, Page 2576 as Document No. 89536, Official Records of Douglas County, Nevada; and

WHEREAS, the Property was further encumbered to Fidelity pursuant to those certain Financing Statements in favor of Fidelity, as the Secured Party, in the Official Records of Douglas County, Nevada, as follows:

(a) June 30, 1982, Book 682, Page 1720 as Document No. 69024

(b) June 30, 1982, Book 682, Page 1722 as Document No. 69025.

(c) October 14, 1983, Book 1083, Page 2604, Document No. 89539.

(d) October 14, 1983, Book 1083, Page 2607, Document No. 89540, and filed in the Office of the Secretary of State, State of Nevada on December 30, 1983, File No. 83-10991 and File No. 83-10992.

and pursuant to that Modification and Subordination Agreement regarding Deeds of Trust and Financing Statements recorded October 14, 1983, Book 1083, Page 2576 as Document No. 89536, Official Records of Douglas County, Nevada; and

WHEREAS, Douglas County Title holds legal title to the Property as co-trustee with Bank pursuant to the Trust Agreement; and

WHEREAS, Bank and Douglas County Title have a duty to convey and transfer legal title to undivided 1/3213 interests in the Property to certain purchasers or their successors in interest (Purchasers) pursuant to the terms of certain Purchase Agreements (Purchase Agreements) executed by Purchasers and Bank; and

WHEREAS, on the _____ day of September, 1984, such Deeds of Trust and Security Interests were assigned to Household by Federal Savings and Loan Insurance Corporation ("FSLIC"), as Receiver of Fidelity, evidenced by an assignment recorded the _____ day of September, 1984, in Book _____ of Official Records, at Page _____, Douglas County, Nevada, as Document No. _____.

NOW, THEREFORE, for good and valuable consideration,
Household agrees as follows:

1. Household hereby appoints Douglas County Title as Household's true and lawful attorney in fact, to execute for and in the name, place and stead of Household, any and all documents necessary to enable Bank and Douglas County Title to convey and transfer to each of the aforesaid Purchasers legal title to undivided 1/3213 interests in the Property described in their respective Purchase Agreements. Such conveyances are to be free and clear from the liens of the Deeds of Trust, as modified, and the Financing Statements, as modified, described above, when and at such time any such Purchaser shall have paid the entire purchase price as set forth in the Purchase Agreement in full, or at such earlier time when such Purchaser shall have executed an Installment Note and Deed of Trust encumbering the interest conveyed to such Purchaser representing the balance of the unpaid purchase price.

2. Household gives and grants to Douglas County Title full power and authority to do every act necessary and proper to be done in the exercise of the foregoing power, and Household hereby ratifies and confirms all that Douglas County Title, as its attorney in fact, shall lawfully do or cause to be done by virtue of the exercise of this Power of Attorney.

3. This Power of Attorney is given to Douglas County Title to secure performance of the duties and obligations of Bank and Douglas County Title to each Purchaser pursuant to each Purchase

Agreement. Household acknowledges that this Power of Attorney is coupled with an interest. Household declares this Power of Attorney to be irrevocable by it or otherwise, and renounces all right to revoke this power, or to appoint any other person to perform any of the acts enumerated herein for so long as Bank and Douglas County Title are co-trustees of the Trust Agreement.

4. Household shall do no act which will inhibit or prevent the Bank and Douglas County Title from conveying and transferring to each of the aforesaid Purchasers legal title to undivided interests in the Property free and clear from the liens of the Deeds of Trust, as modified, and the Financing Statements, as modified.

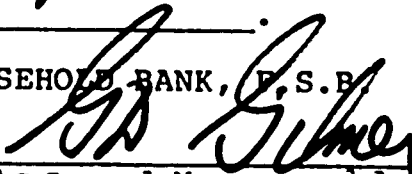
5. If Douglas County Title is no longer Trustee pursuant to the Trust Agreement, this Power of Attorney shall be exercised by its successor trustee in the same manner and to the same extent as if Douglas County Title was Trustee.

6. Douglas County Title and Bank are authorized to record this Power of Attorney in such counties and states as they deem necessary.

EXECUTED this 18th day of September, 1984, at

HOUSEHOLD BANK, F.S.B.

By



Its General Manager and Assistant Vice President

GARY D. GILMER

ACKNOWLEDGEMENT

STATE OF MARYLAND)
City) ss
COUNTY OF BALTIMORE)

On this 14th day of September, 1984, before me,
the undersigned, a Notary Public, personally appeared _____
Gary D. Gilmer, its General Mgr & Sec'y,
personally known to me (or proved to me on the basis of satisfac-
tory evidence) to be the person who executed the within instru-
ment as General Mgr & Sec'y on behalf
of the corporation therein named and acknowledged to me that the
corporation executed it.

Christine Suter SEAL
Notary Public

My Commission expires: 7/1/86

The legal description of the property is as follows:

The land situated in the State of Nevada, County of Douglas and described as follows:

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, being a portion of the North 1/2 of the Northwest 1/4 of Section 26 Township 13 North, Range 18 East, M.D.B.&M., described as follows:

Parcel 3, as shown on that amended Parcel Map for John E. Michelsen and Walter Cox recorded February 3, 1981, in Book 281 of Official Records, at page 172, Douglas County, Nevada, as Document No. 53178, said map being an amended map of Parcels 3 and 4 as shown on that certain map for John E. Michelsen and Walter Cox, recorded February 10, 1978, in Book 278 of Official Records at page 591, Douglas County, Nevada, as Document No. 17578.

Assessment Parcel No. 07-130-19-8

REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

EXHIBIT "A"

'84 SEP 20 P12:37

SUZANNE BEAUBREAU
RECORDER

\$ 11⁰⁰ PAID BK DEPUTY

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