

NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT ("Agreement") is made this 11th day of August, 1987 by GEICO FINANCIAL SERVICES, INC., a Delaware corporation ("Beneficiary"), and CAPRI RESORTS, INC., a Nevada corporation ("Trustor").

R E C I T A L S

A. CAPRI RESORTS, INC., a Nevada corporation ("Trustor") executed a Deed of Trust (First Deed of Trust) dated the 30th day of July, 1987, naming Stewart Title of Douglas County as Trustee in favor of Beneficiary, which Deed of Trust was recorded July 31, 1987, in Book 787 of Official Records at Page 4425, Douglas County, Nevada, which Deed of Trust was security for a Promissory Note of even date thereof in the amount of \$1,750,000.00.

B. Trustor is the owner of the Real Property which is encumbered by the Deed of Trust located in Douglas County, Nevada, and more particularly described on Exhibit A attached hereto and by this reference incorporated herein ("Real Property").

C. Trustor recorded against the Real Property a Declaration of Timeshare Use (Kingsbury Crossing) on February 16, 1983, in Book 283 at Page 1341, as Document No. 76233 of the Official Records of Douglas County, Nevada, as amended by Amendment to Declaration of Timeshare Use (Kingsbury Crossing) recorded April 20, 1983, in Book 483 at Page 1021, et seq., as Document No. 078917, as further amended, by Second Amendment to Declaration of Timeshare Use (Kingsbury Crossing) recorded July 20, 1983, in Book 783 at Page 1688, et seq., as Document No. 84425, and as further amended by Third Amendment to Declaration of Timeshare Use (Kingsbury Crossing) recorded October 14, 1983, in Book 1093 at Page 2572, et seq., as Document No. 089535 of the Official Records of Douglas County, Nevada, which Declaration of Timeshare Use established a timeshare project within the Real Property ("Declaration"). The Declaration of Timeshare Use and the amendments are collectively referred to herein as the Declaration. All capitalized terms herein shall have the same meaning as in the Declaration.

D. Beneficiary desires to subordinate its interest in the Deed of Trust to the Declaration, to the rights of Interval Owners and the Association.

NOW, THEREFORE, Trustor and Beneficiary agree as follows:

1. Beneficiary hereby subordinates its rights under the Deed of Trust to the Declaration (including its rights to any and all insurance proceeds), to the rights of Interval Owners and the Association.

2. Beneficiary agrees that no foreclosure, deed in lieu of foreclosure, sale pursuant to the Deed of Trust, attachment, execution or any other action taken by Beneficiary shall affect the rights of any Interval Owner or of the

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Kingsbury Crossing Owners Association within the Real Property, and Beneficiary agrees that it will not exercise any of its rights of forfeiture, foreclosure, default, termination, cancellation, abrogation or rescission, or any lien rights or rights to insurance proceeds which it may have under the Deed of Trust in any manner which would in any way or in any respect adversely affect the continuation of, the length of, or the operation, of the Resortshare Program.

3. Beneficiary agrees that if any Interval Owner shall fail to perform such Interval Owner's obligations under any Purchase Agreement or Installment Note to pay the balance of the purchase price or any obligation under the Declaration, the Articles or Bylaws of the Association, or any other document establishing or regulating the Resortshare Program (all such documents are collectively referred to as the Project Documents) the remedies of Beneficiary or of any purchaser in foreclosure or sale in lieu thereof shall be limited to such remedies as are set forth in the Project Documents and the Nevada Revised Statutes.

4. This Non-Disturbance Agreement shall inure to the benefit of the Resortshare Program, the Kingsbury Crossing Owners Association, all Interval Owners and their legal representatives, successors and assigns, and shall be binding upon Beneficiary and Trustor, their respective heirs, legal representatives, successors and assigns.

Executed this 11 day of AUG, 1987, at ZEPHYR COURT NEV.

CAPRI RESORTS, INC.,
a Nevada corporation

GEICO FINANCIAL SERVICES, INC.,
a Delaware corporation

By: Carl Carlson V Pres.
Authorized Representative

BY: [Signature]
Its: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF Nebraska)
COUNTY OF Jefferson) ss.

On this 11 day of August, in the year 1987 before me, the undersigned, a Notary Public, ~~is~~ W. H. Greenhalgh, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President, or secretary, or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

My commission expires: 7/20/91.

[Signature]
NOTARY PUBLIC (SEAL)

SEAL

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EXHIBIT A

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

STATE OF NEVADA }
COUNTY OF Douglas } ss.

On August 11, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Carl A. Carlson and

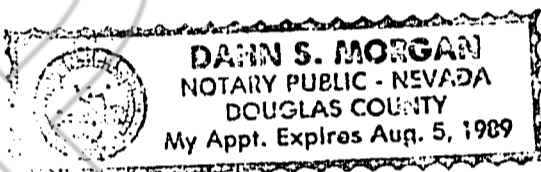
_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice-

President _____ President and _____ Secretary, on behalf of _____
Capri Resorts, Inc.

(Corporation)

the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Signature Dahn S. Morgan
Dahn S. Morgan

(This area for official notarial seal)

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

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SUZANNE BEAUDREAU
RECORDER

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\$ 7.00 PAID DEPUTY
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