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WHEN RECORDED MAIL TO:

Mr. Donald C. Hill, Esq.
609 E. Maple Ave.
El Segundo, CA. 90245

AGREEMENT

AGREEMENT made and effective this 23rd day of June, 1988,
by and between the undersigned parties.

WITNESSETH

WHEREAS, Capri Resorts, Inc., (hereinafter "Capri") owes Donald C. Hill the agreed sum of \$45,000.00 the effective date of this agreement, for attorneys fees and costs incurred on its behalf, which is due and owing for work satisfactorily performed by Mr. Hill for Capri Resorts, Inc., and

WHEREAS, Capri wishes to pay said amount pursuant to the terms hereof, to which Mr. Hill and Mr. Carl Morrison have agreed,

NOW, THEREFORE, in consideration of the payment of money and the covenants and conditions set forth herein, it is agreed by the undersigned parties as follows:

1. Mr. Hill shall be paid as follows:

a. \$15,000.00 by Geico Financial Corp's check express mailed to Mr. Hill at 609 E. Maple Ave., El Segundo, Calif. 90245, on the day that this agreement is executed by Capri.

b. \$10,000.00 by Carl Morrison's check (or Capri's cashier's check) hand-delivered to Mr. Hill at 133 Deer Run Court, Stateline, Nevada, or any other place designated by Mr. Hill.

c. Three high season timeshare units (3) to be transferred by Grant, Bargain and Sale warranty deed to Donald C. Hill or nominee; said units to be unencumbered, from the Kingsbury Crossing Timeshare Project and any closing costs to be paid by Capri. Each unit shall be valued at \$5,000.00.

d. The \$5,000.00 balance shall bear interest at the rate of 1% per month from June 23, 1988, and be due and payable on October 1, 1988, together with all accrued interest. The balance of principle & interest may be paid from the proceeds of a case now pending in the Nevada Supreme Court entitled Capri Resorts, Inc., vs. Employment Security Dept., State of Nevada, on which proceeds, if any, Mr. Hill has a valid attorney's lien, should the case be decided and amounts thereunder be paid to Mr. Hill and Capri prior to October 1, 1988.

e. Capri shall substitute itself "in pro per" in all actions presently pending wherein Capri is a party and in which Mr. Hill is attorney of record. Capri represents that Mr. Hill has kept it fully informed of the case status of each pending case, and that it will suffer no loss or unfair advantage through this substitution.

2. Mr. Hill shall have no further responsibility for representing Capri from the date of this agreement. Should the parties agree that Mr. Hill will perform future work, then said work shall be requested and agreed to in writing, but the work shall be done and payment therefore secured according to the terms of the parties prior attorney's fees agreement and lien dated August 27, 1987, filed with the Douglas County Recorder's Office as Document 172070, Book 288, Page 723, which agreement shall remain in force and effect until such time as Mr. Hill has been paid in full under the terms of this agreement and for any other work that he may perform for Capri in the future.

3. Capri Resorts, Inc., and its principals, have taken the opportunity to examine all the work performed by Mr. Hill for it to date, and at Mr. Hill's request, Capri has had the opportunity to have counsel of their choice examine Mr. Hill's work to date. Capri and its principals are satisfied that all work and charges therefore are proper and reasonable. Further, Capri represents that Mr. Hill has never performed any work nor rendered any opinions on behalf of any individual principal of Capri. In this regard, Capri hereby releases Mr. Donald C. Hill and D. C. Hill, Ltd., their agents, employees, representatives from any and all liability for any work performed by them on behalf of it or the Kingsbury Crossing Homeowner's Assn, and further agrees to indemnify and hold them harmless therefore, or in any suit or for any liability or damages suffered by Capri, Kingsbury Crossing Homeowner's Assn. or their principals, shareholders, directors, employees, agents, assigns or other representatives without limitation. Said indemnity and hold harmless shall extend to the payment of all costs and fees which might be incurred in defending against any claims whatsoever.

4. Should Capri Resorts, Inc. breach any of the terms of this agreement, declare bankruptcy, make an assignment of any interest for the benefit of a creditor, sell, hypothecate or transfer any interest in it's property, or should any shareholder sell more than five percent of his or her stock ownership in Capri to one or more entities, or should any other entity foreclose any interest in the project, property owned by Capri, or should title to Capri's property be encumbered in any manner, then all amounts due hereunder shall become immediately due and payable. This agreement is entered into by Mr. Hill specifically upon the representations of Mr. Morrison and Capri and no way alters or amends any previous agreements between the parties unless specified herein. In the event that it should become necessary to take action to enforce the terms of this agreement or to any agreement to which it refers, then the losing party shall pay the costs and reasonable attorney's fees and other expenses incurred by the winning party.

5. Mr. Hill retains the right to the unrestricted use of a developer's unit at any and all times without cost, executive-developer exchange privileges at any time, without restriction to the three weeks he has purchased herein, both through RCI or Direct exchanges, and shall have all other developer privileges both at Kingsbury Crossing and at the Schooner Landing project in Newport, Oregon, of which Carl Morrison is also the developer with Capri Resorts, Inc. of Oregon.

6. As additional consideration for the execution of this agreement and prior agreements wherein Mr. Hill has agreed to await payment of his fees, Capri agrees to pay Mr. Hill 1% of the net profit of the Capri Resorts' Kingsbury Crossing Timeshare Project in Stateline, Nevada. The value thereof is \$50,000.00 which principle amount, together with interest thereon at the rate of 1% per month beginning June 23, 1988, shall be due and payable January 1, 1990. Said principle and interest may be prepaid prior to the due date and in this regard, beginning with the 1101st timeshare unit to be sold or any interest therein being transferred or encumbered, Mr. Hill shall receive a minimum amount of \$200.00 from each timeshare unit sold, payment to be made from the title or escrow company until the balance of principle and interest is paid in full or until the due date set forth above, whichever shall first occur. The principle and interest set forth herein, as the other amounts due hereunder to Mr. Hill, shall be secured by Capri's property set forth in Exhibit "A" hereto.

7. The terms of this agreement are contractual and not a mere recital. The parties hereto agree to execute all documents necessary to effectuate the intentions of the parties as set forth herein. Further, this agreement shall be placed on file with the Douglas County Recorder's Office and copies of same may be filed with any other Recorder's Office as the parties may deem appropriate without incurring any liability therefore.

8. This agreement contains all the terms of the parties' agreement, although the terms of prior agreements are not merged or amended except where expressly set forth herein. The terms of the prior written agreements between the parties are ratified and confirmed.

9. This agreement may not be amended except in writing signed by both parties and shall be executed and acknowledged by a qualified Notary Public.

IN WITNESS WHEREOF, the parties have set their hands on the dates indicated by the acknowledgments attached hereto and made a part hereof.

CAPRI RESORTS, INC.

BY: Carl Morrison
Carl Morrison, President
and Authorized Agent

Donald C. Hill
Donald C. Hill, Esq.

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EXHIBIT A

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

An undivided one-three thousand two hundred and thirteenth (1/3213) interest as a tenant-in-common in the following described real property (The Real Property):

A portion of the North one-half of the Northwest one-quarter of Section 26, Township 13 North, Range 18 East, MDB&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.

EXCEPTING FROM THE REAL PROPERTY the exclusive right to use and occupy all of the Dwelling Units and Units as defined in the "Declaration of Timeshare Use" as hereinafter referred to.

ALSO EXCEPTING FROM THE REAL PROPERTY AND RESERVING TO GRANTOR, its successors and assigns, all those certain easements referred to in paragraphs 2.5, 2.6 and 2.7 of the Declaration of Timeshare Use together with the right to grant said easements to others.

TOGETHER WITH THE EXCLUSIVE RIGHT TO USE AND OCCUPY A "Unit" as defined in the Declaration of Timeshare Use recorded February 16, 1983, in Book 283, at page 1341 as Document No. 76233, and amended by an instrument recorded April 20, 1983 in Book 483 at page 1021, as Document 78917 and again amended by an instrument recorded July 20, 1983 in Book 783, at page 1688 as Document No. 84425, and again amended by an instrument recorded October 14, 1983 in Book 1083 at page 2572 as Document No. 89535, Official Records of the County of Douglas, State of Nevada ("Declaration"), during a "Use Period", within the LOW AND HIGH SEASONS within the "Owner's Use Year", as defined in the Declaration, together with a nonexclusive right to use the common areas as defined in the Declaration.

SUBJECT TO all covenants, conditions, restrictions, limitations, easements, rights and rights-of-way of record.

A Portion of APN 07-130-19

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EXCEPTING THEREFROM, all previously conveyed timeshare useweeks, of record.

STATE OF NEVADA

COUNTY OF Douglas } ss.

On June 29, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared

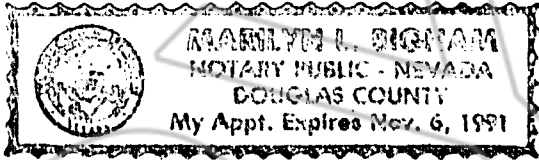
DONALD C. HILL, ESQ.

known to me to be the person _____ whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Signature Marilyn L. Bigham

Name (Typed or Printed)



(This area for official notarial seal)

STATE OF ~~NEVADA~~ NEVADA } ss.
COUNTY OF ~~CLATSOP~~ Douglas

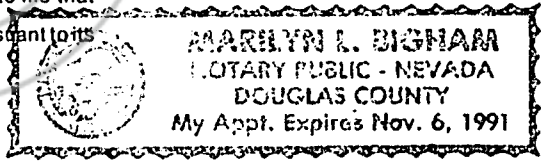
On June 30, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared Carl Morrison and

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Capri Resorts, Inc's President and x x x Secretary, on behalf of Capri Resorts, Inc.

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 Marilyn L. Bigham



(This area for official notarial seal)

3002 (6/82) - (Corporation) First American Title Insurance Company

COPY

REQUESTED BY

Donald Hill

CLERK OF DISTRICT COURTS OF
CLATSOP COUNTY, NEVADA

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JEANNE BEAUDREAU
RECORDER

9.00 PAID *Bh* DEPUTY

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