

RECORDING REQUESTED BY:

Kim D. Novak  
222 W. Newport Blvd  
Newport Bch, Ca. 92663

AND WHEN RECORDED MAIL TO:

Doug W. Patterson CPA  
PO Box 2009  
Statelina, Nv. 89449

Space Above This Line For Recorder Use Only

### AGENT APPOINTMENT AND SPECIAL POWER OF ATTORNEY For Non-Recourse Purchasers

The undersigned, being the age of legal majority, hereby appoint(s) and authorize(s) (Select One):

- 1. Steve W. Sandwood, C.P.A.  
P.O. Box 1837  
Zephyr Cove, Nevada 89448
- 2. Douglas W. Patterson, C.P.A.  
P.O. Box 2009  
Statelina, Nevada 89449
- 3. John Limb, C.P.A.  
1524 Highway 395  
Gardnerville, Nevada 89410

to act as their Agent and in their name to perform the following acts and provide the following services:

1. File the necessary Internal Revenue Service form to obtain an Employer Identification number.
2. Acquire from TAHOE BRONZE \_\_\_\_\_ Penthouse and/or \_\_\_\_\_ Deluxe Suite Timeshare units in the available Tahoe Bronze property in accordance with Exhibit A attached hereto.
3. In the process of said execution, Agent is authorized to file an application to transact business under a fictitious name if the undersigned is a corporation, to register the corporation as a foreign corporation and to execute a Real Estate Agreement in accordance with the terms and conditions of Paragraph 2 above. Agent is specifically authorized on behalf of the undersigned to hypothecate, mortgage, convey by way of deed of trust or otherwise encumber, execute, acknowledge and deliver escrow instructions, note and deed of trust, Purchase Agreement, rescission documents and Truth-in-Lending, and receive copies of By-Laws, CCR's, Rules and Regulations, current operating budget of the Association, Property Report, Notices and Reports. Agent is authorized to establish a bank account for the undersigned, deposit the attached check in said account and issue checks on the account as necessary to comply with this Agent appointment.
4. Upon receipt from the proper authorities, agent is hereby directed to forward to the undersigned the Douglas County, Nevada authorization to transact business under a fictitious name, the Internal Revenue Service notification of an assigned Employer Identification number, any signature cards required to be signed by the bank and an executed copy of the Real Estate Contract. Agent is to deliver said items to the undersigned as soon as reasonably possible after receipt of the same.
5. Agent's office is designated as a place of business of the undersigned and Agent is designated as Resident Agent in the State of Nevada including Agent for service of process if the undersigned is a corporation. After such time as the documents specified in Paragraph 4 are delivered to the undersigned the undersigned may designate another Resident Agent and place of business upon 10 days notice to Agent.
6. The undersigned shall check and initial one of the following:
  - ( ) Agent establish or cause to be established books using the accrual accounting method and prepare an annual income tax return for the current calendar year and submit to the undersigned for review and signature on or before March 15 following said calendar year. Initial \_\_\_\_\_
  - ( ) Undersigned elects to establish their own books using the accrual accounting method and prepare their own annual income tax returns. Initial \_\_\_\_\_
7. For these services, the undersigned agrees to pay agent \$200.00.

8. This Agreement sets forth the entire understanding of the undersigned with respect to the duties and obligations of the Agent, and no statement, representation, or promise which is not contained herein shall be of any force or effect. This Agent Appointment may not be altered or amended except in writing signed by the undersigned and accepted in writing by the Agent. The term of this Agent shall be for two (2) years unless terminated by either party prior to the expiration of said time. Either party shall have the right to terminate this Agent Appointment upon giving thirty (30) days written notice to the other party of such termination. Upon such termination a copy of all of the records held by the Agent for the undersigned shall be delivered to the undersigned by Agent or mailed to the undersigned at Agent's option.

9. Any and all notices or other communications required or permitted under this Agent Appointment or by law to be served upon or be given to either the undersigned or the Agent, shall be in writing and shall be deemed duly served when personally given to the party to whom it is directed or, in lieu of such personal service, when deposited in the United States Mail, Certified Mail, Return Receipt Requested, addressed to the undersigned as shown below, or the Agent at the address above.

10. It is fully understood and agreed that Agent herein is acting solely for the purpose of carrying out the obligations and responsibilities as herein set forth, and shall not assume or be liable for any other obligations or responsibilities which are not set forth herein. Agent's liability shall be solely for misconduct or gross negligence, or failure to perform Agent's duties hereunder. It is further understood that Agent is not acting solely as agent for the undersigned and shall be entitled and have the right to represent other clients with respect to the Tahoe Bronze properties, provided however, that Agent shall make full disclosure to the undersigned of any conflicts arising out of acquisition of specifically designated Time Share Units.

11. This Agent Appointment shall be binding upon, and inure to the benefit of the undersigned, and the Agent, and their respective heirs, personal representatives, successors in interest and assigns.

#### NON-RECOURSE NOTE: (Please check the appropriate box)

- 3 BEDROOM 3 BATH PENTHOUSE Weekly Timeshare
- 2 BEDROOM 2 BATH DELUXE SUITE Weekly Timeshare

	<u>\$21,500.00</u>	<u>\$15,000.00</u>
<b>PURCHASE PRICE:</b>		
Down Payment	\$ 4,300.00	\$ 3,000.00
Note Secured by Deed of Trust	17,200.00	12,000.00
<b>Total Purchase Price</b>	<b><u>\$21,500.00</u></b>	<b><u>\$15,000.00</u></b>
<b>CLOSING COSTS:</b>		
1982 Minimum interest payment	\$ 4,300.00	\$ 3,000.00
Documentary tax	23.85	11.50
Recording costs	5.00	5.00
Title insurance	93.45	75.60
4th Quarter Association Assessment	144.25	144.25
Trustee's fees	94.25	94.25
Escrow fees	72.80	64.20
Agent's fees	200.00	200.00
Accounting - legal tang.	100.00	100.00
Miscellaneous	50.00	50.00
Deposit to open owners' bank account	100.00	100.00
<b>Closing Costs</b>	<b><u>\$ 5,183.30</u></b>	<b><u>\$ 3,844.90</u></b>
Down Payment	4,300.00	3,000.00
<b>TOTAL CASH ESCROW REQUIREMENTS</b>	<b><u>\$ 9,483.30</u></b>	<b><u>\$ 6,844.90</u></b>

MAKE CHECKS PAYABLE TO DOUGLAS COUNTY TITLE CO. INC.

BUYER'S INITIALS  
\_\_\_\_\_  
BUYER'S INITIALS  
\_\_\_\_\_

DATED this 26th day of Dec. 1982  
ALL MUST SIGN

074441

LIBER 1282 PAGE 1760

INDIVIDUAL

Signature Kim D. Novak  
Kim D. NOVAK

Signature \_\_\_\_\_ (husband)

Signature \_\_\_\_\_ (wife)

CORPORATION

Signature \_\_\_\_\_ (officer)

Signature \_\_\_\_\_ (officer)

PARTNERSHIP

Signature \_\_\_\_\_ (partner)

Signature \_\_\_\_\_ (partner)

Kim D. Novak  
Please print full name  
222 W. Newport Blvd.  
Address  
Newport Bch  
City  
Ca. 92663  
State  
714-642-8491  
Telephone % Ownership

Social Security Number \_\_\_\_\_  
Please print full name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ % Ownership \_\_\_\_\_  
Social Security Number \_\_\_\_\_

Please print full name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ % Ownership \_\_\_\_\_  
Social Security Number \_\_\_\_\_

Name of Officer \_\_\_\_\_ Title \_\_\_\_\_  
Name of Corporation \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ % Ownership \_\_\_\_\_  
Federal Tax ID# \_\_\_\_\_

Name of Officer \_\_\_\_\_ Title \_\_\_\_\_  
Name of Corporation \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ % Ownership \_\_\_\_\_  
Federal Tax ID# \_\_\_\_\_

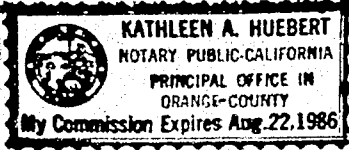
Name of Partner \_\_\_\_\_  
Name of Partnership \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ % Ownership \_\_\_\_\_  
Federal Tax ID# \_\_\_\_\_

Name of Partner \_\_\_\_\_  
Name of Partnership \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ % Ownership \_\_\_\_\_  
Federal Tax ID# \_\_\_\_\_

STATE OF California  
COUNTY OF Orange 1988

On 10/15/88 before me, the undersigned, a Notary Public in and for said State, personally appeared Kim D. Novak

known to me to be the person whose name is subscribed to the foregoing instrument.  
WITNESS my hand and official seal.  
Signature Kathleen A. Huebert  
KATHLEEN A. HUEBERT



COPY

REQUESTED BY  
DOUGLAS COUNTY TITLE

IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

*Wood*  
1982 DEC 30 AM 11:31

SUZANNE BEAUDREAU  
RECORDER

~~OFFICE~~

*Betty Gordon*  
*Sp*

LIB# 1252 PG# 1762