

OFFICIAL RECORD  
Requested By:  
HOLIDAY TRANSFER SERVICES

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 3 Fee: 16.00  
BK-0307 PG-1597 RPTT: 0.00



This Document Prepared By and  
When Recorded Return To:

✓ Anna Patent  
The Holiday Transfer Services  
3605 Airport Way South, Suite 200  
Seattle, Washington 98134

#### SPECIAL POWER OF ATTORNEY

I/We, **Dean Shinneman** and **Bonnie J. Shinneman**, hereby designate **HOLIDAY TRANSFER INC.**, or any officer, agent, or assign of **HOLIDAY TRANSFER INC.**, as attorney-in fact.

##### 1. Effectiveness and Duration.

This special power of attorney is effective immediately. This special power of attorney will remain effective until earlier of **June 6, 2007** or upon closing of the sale of my timeshare interest in **Fairfield Resorts Points** (the "Timeshare") as more particularly described on the attached Exhibit A, unless sooner revoked.

##### 2. Revocation.

If I have given a copy of this special power of attorney to my attorney-in-fact, then I may revoke this power of attorney by written notice mailed or delivered to my attorney -in-fact. Otherwise, I may revoke this power of attorney at any time by executing a written document to that effect, but notice of such revocation need not be given to my attorney-in-fact.

##### 3. Specific Authority.

My attorney-in-fact, as a fiduciary, shall have the authority to sell, assign, exchange, convey with or without covenants, quitclaim, or otherwise dispose of; to contract or agree for the disposal of; to contract or agree for the disposal of; or in any manner deal in and with my interest in the Timeshare, and may make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver any instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in furtherance of the sale of the Timeshare, upon such terms and conditions as my said attorney-in-fact shall think proper. In addition, my attorney-in-fact shall have the authority to contact the resort, Management Company, rental office, Exchange Company, or such other entity that manages the Timeshare for reservation, banking, or other information regarding the ownership status or usage of the Timeshare.

##### 4. Ratification and Indemnity

I hereby ratify all that my attorney-in-fact shall lawfully do or cause to be done by virtue of this document, and I shall hold harmless and indemnify my attorney-in-fact from all liability for acts done in good faith.

##### 5. Parties Bound

I declare that any act or thing lawfully done hereunder by my attorney-in-fact shall be binding on me, my heirs and devisees, my legal and personal representatives, and assigns.

##### 6. Reliance on Photocopy.

Third parties shall be entitled to rely upon a photocopy of the signed original hereof as opposed to a certified copy of the same.

##### 7. Applicable Law

This special power of attorney and the rights and obligations herein will be interpreted and construed under the laws of the applicable to contracts made and to be performed in the among residents of that' state.

In witness of this, I have signed on April 18, '06.  
(date)

Dean A. Shinneman  
(Signature)  
Dean A. Shinneman

Bonnie J. Shinneman  
(Signature)  
Bonnie J. Shinneman

STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

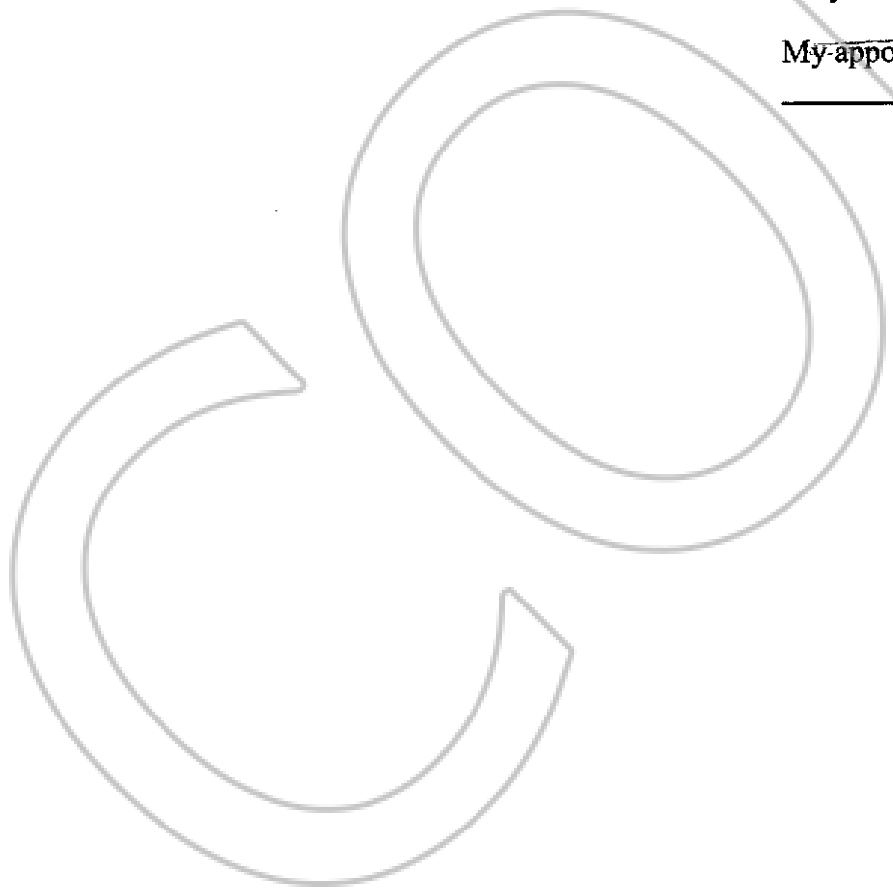
I certify that I know or have satisfactory evidence that Bonnie J. Shinneman and Dean Shinneman is/are the person(s) who appeared before me, and said person(s) acknowledged that they/he/she signed this instrument and acknowledged it to be their/his/her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: April 18 - 2006

Signature: Judith E. Olson  
Print Name: Judith E. Olson  
NOTARY PUBLIC for the State of  
Colorado, residing at  
9153 Yarrow St

My appointment expires: 2/24/2008

SEAL



LEGAL DESCRIPTION  
EXHIBIT A

A 77,000/ 90, 245,000 undivided fee simple interest as tenants in common in Units 9101, 9102, 9103, 9104, 9201, 9203, 9204 in South Shore Condominium ("Property"), located at 180 Elks Point Road in Zephyr Cove, Nevada 89449, according to the Final Map #01-026 and Condominium Plat of South Shore filed of record in Book 1202, Page 2181 as Document Number 559872 in Douglas County, Nevada, and subject to all provisions thereof and those contained in that certain Declaration of Condominium – South Shore ("Timeshare Declaration") dated October 21, 2002 and recorded December 5, 2002 in Book 1202, Page 2182 as Instrument Number 559873, and also subject to all the provisions contained in that certain Declaration of Restrictions for Fairfield Tahoe at South Shore and recorded October 28, 2004 in Book 1004, Page 13107 as Instrument Number 628022, Official Records of Douglas County, Nevada, which subjected the Property to a timeshare plan called Fairfield Tahoe at South Shore ("Timeshare Plan"). Less and except all minerals and mineral rights which mineral rights are hereby reserved unto the Grantor, its successors and assigns.

SUBJECT TO:

1. Any and all rights of way, reservations, restrictions, easements, mineral exceptions and reservations, and conditions of record;
2. The covenants, conditions, restrictions, easements, reservations and liens set forth in the Declaration of Restrictions for Fairfield Tahoe at South Shore, and any supplements and amendments thereto;
3. Real estate taxes that are currently due and payable and are a lien against the Property.
4. All matters set forth on the plat of record depicting the Grand Desert Resort, and any supplements and amendments thereto.

The Property is a/an Annual Ownership Interest as described in the Declaration of Restrictions for Fairfield Tahoe at South Shore and such ownership interest has been allocated 77,000 Points as defined in the Declaration of Restrictions for Grand Desert Resort which Points may be used by the Grantee in Each Resort Year.

