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OFFICIAL RECORD
Requested By:
HOLIDAY TRANSFER SERVICE

Douglas County - NV Karen Ellison - Recorder

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BK-0209

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PG- 5414 RPTT:

This Document Prepared By and When Recorded Return To: Anna Nassen The Holiday Transfer Inc. 3605 Airport Way South, Suite 400 Seattle, Washington 98134

SPECIAL POWER OF ATTORNEY

I/We, Mark W. Klunder and Olga Casarez, 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 April 2, 2009 or upon closing of the sale of my timeshare interest in Ridge Sierra, The (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.

LEGAL DESCRIPTION EXHIBIT A

A TIMESHARE ESTATE COMPRISED OF:

PARCEL 1:

An undivided 1/51st interest in and to that certain condominium as follows:

- (A) An undivided 1/6th interest as tenants-in-common, in and to the Common Area of Lot 21 of Tahoe Village Unit No. 1, as shown on the map recorded December 27, 1983, as Document No. 93408, Official Records of Douglas County, State of Nevada, and as said Common Area is shown on the Record of Survey of boundary line adjustment map recorded April 21, 1986, as Document No. 133713, Official Records of Douglas County, State of Nevada.
- (B) Unit No. A1 as shown and defined on said Condominium Plan recorded as Document No. 93406, Official Records of Douglas County, State of Nevada.

PARCEL 2:

A non-exclusive easement for ingress and egress for use and enjoyment and incidental purposes over, on and through the Common Areas as set forth in said Condominium Map recorded as Document No. 93406, Official Records of Douglas County, State of Nevada, and as said Common Area is shown on the Record of Survey of boundary line adjustment map recorded as Document No. 133713, Official Records of Douglas County, State of Nevada.

PARCEL 3:

An exclusive right to the use of a Condominium Unit and the non-exclusive right to use the real property referred to in subparagraph (a) of Parcel 1, and Parcel 2 above, during one "Use Week" within the "Prime Use Season" as that term is defined in the First Amended Restate Declaration of Time Share Covenants, Conditions and Restrictions for The Ridge Sierra recorded as Document No. 134786, Official Records, Douglas County, State of Nevada (the "CC&R's"). The above-described exclusive and non-exclusive rights may be applied to any available Unit in The Ridge Sierra project during said "Use Week" in the above-referenced "Use Season" as more fully set forth in the CC&R's.