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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, Robert L. Leidich and Natalie Leidich, hereby-designate HOLIDAY TRANSFER INC., or Vanessa L. Jones of HOLIDAY TRANSFER INC., as my 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 November 17, 2009 or upon closing of the sale of my timeshare interest in The Ridge Tahoe (the "Timeshare") as more particularly described on the attached Exhibit A, unless sooner revoked.

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.

Journal 2008 In witness of this, I have signed on 28

STATE OF

COUNTY OF CUYANTY

I certify that I know or have satisfactory evidence that Kobeet L Lei Dich

) ss.

Notale Leidich 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.

residing at

My appointment expires:

EXHIBIT "A" (42)

An undivided 1/102nd interest as tenants in common in and to that certain real property and improvements as follows: (A) An undivided 1/48ths interest in and to Lot 42 as shown on Tahoe Village Unit No. 3-14th amended Map, recorded April 1, 1994, as Document No. 333985; Official Records of Douglas County, State of Nevada, excepting therefrom Units 255 through (inclusive) as shown on said map; and (B) Unit No. as shown and defined on said map; together described in the Fourth Amended and Restated of. Time Declaration Covenants, Conditions and Restrictions for The Ridge Tahoe recorded February 14, 1984, as Document No. 096758, as amended, and in the Declaration of Annexation of The Ridge Tahoe Phase Seven recorded April 26, 1995, as Document No. amended by Amended and Restated Declaration of Annexation of The Ridge Tahoe Phase Seven, recorded May 4, 1995, as Document No. 361461, and as further amended by the Second Amendment of Declaration of Annexation of The Ridge Tahoe Phase Seven recorded on October 17, 1995 as Document No. 372905, and as described in the First Amended Recitation of Easements Affecting The Ridge Tahoe recorded June 9, 1995 as Document No. 363815, and subject to said Declarations; with the exclusive right to use said interest, in Lot 42 only, for one week every other numbered years in accordance with said year in EVEN Declarations.

Together with a 13 - foot wide easement located within a portion of Section 30, Township 13 North, Range 19 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Northwest corner of this easement said point bears S. 4319'06" E., 472.67 feet from Control Point "C" as shown on the Tahoe Village Unit No. 3, 13th Amended Map, Document No. 269053 of the Douglas County Recorder's Office;

thence S. 5220'29" E., 24.92 feet to a point on the Northerly line of Lot 36 as shown on said 13th Amended Map; thence S. 1400'00" W., along said Northerly line, 14.19 feet; thence N. 5220'29" W., 30.59 feet; thence N. 3733'12" E., 13.00 feet to the POINT OF BEGINNING.