

Douglas County - NV
Karen Ellison - Recorder
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BK-0809 PG- 3680 RPTT: 0.00



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 William McFadden**, 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 **September 13, 2009** or upon closing of the sale of my timeshare interest in **Ridge Point Resort** (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 4/17/08

Robert William McFadden
(Signature) Robert William McFadden (Signature)

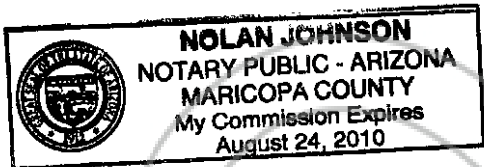
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

I certify that I know or have satisfactory evidence that WILLIAM ROBERT McFADDEN 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: 4/17/08

Nolan Johnson
(Notary Signature)
Print Name: NOLAN JOHNSON

NOTARY PUBLIC for the State of ARIZONA, residing at 5100 S. McCLINTOCK DR TEMPE AZ



My appointment expires: AUG. 24, 2010

LEGAL DESCRIPTION
EXHIBIT A

A timeshare estate comprised of an undivided interest as tenants in common in and to that certain real property and improvements as follows: An undivided 1/1326th interest in and to Lot 160 as designated on TAHOE VILLAGE UNIT No. 1-14th AMENDED MAP, recorded September 16, 1996 as Document No. 396458 in Book 996 at Page 2133, Official Records, Douglas County, Nevada; together with those easements appurtenant thereto and such easements and use right described in the Declaration of Timeshare Covenants, Conditions and Restrictions for THE RIDGE POINTE recorded November 5, 1997, as Document No. 0425591, and subject to said Declaration; with the exclusive right to use said interest, in Lot 160 only, for one Use Period each year in accordance with said Declaration.

