

APN 07-100-01
22500526

Recording requested by:
Falcon Capital, LLC

When recorded mail to:
Falcon Capital, LLC
P.O. Box 456
Zephyr Cove, NV 89448

**This document is recorded as an accomodation
and without liability for the consideration
therefore or as to the validity or sufficiency
of said instrument or for the effect of such
recording on the title of the property involved**

**IRREVOCABLE POWER-OF-ATTORNEY
REGARDING TRANSFER OF LAND COVERAGE**

THIS IRREVOCABLE POWER-OF-ATTORNEY REGARDING TRANSFER OF LAND COVERAGE ("Power-of-Attorney) is made and entered as of the 18th day of MARCH 2002 ("Effective Date"), by and between FALCON CAPITAL, LLC, a Wyoming limited liability company ("Seller"), and LEONARD R. J. KYLE and CAROLE A. KYLE, or nominee ("Purchaser").

WHEREAS, Seller is the owner of that certain real property located in the County of Douglas, State of Nevada, commonly known as Assessor's Parcel No. 07-100-01 (the "Sending Parcel").

WHEREAS, appurtenant to the Sending Parcel are two thousand one hundred forty-four (2,144) square feet of Class 1b Land Coverage, as defined in the Tahoe Regional Planning Agency ("TRPA") Code of Ordinances.

WHEREAS, Seller has conveyed the Land Coverage to Purchaser pursuant to that certain agreement for Purchase and Sale of Land Coverage dated of even date herewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agrees as follows:

Seller hereby appoints Purchaser, its members or appointees, as agent ("Agent") solely for the limited purposes of transferring any portion of the Land Coverage to an appropriate receiving parcel(s) designated by Purchaser and approved by TRPA. Agent is authorized and empowered to execute on behalf of Seller, from time to time, (i) all declarations of covenants, conditions, and restrictions pertaining to the land Coverage in the form required by TRPA and approved by both TRPA and Seller, and (ii) TRPA applications and other documents reasonably required by TRPA to transfer the Land Coverage from the Sending Parcel to appropriate receiving parcel(s) designated by Purchaser and approved by TRPA.

Seller and Purchaser have agreed the Land Coverage may remain banked on the Sending Parcel until transferred to receiving parcel(s) designated by Purchaser and approved by TRPA. Seller has agreed, among other things, no to encumber the Land Coverage in any manner (except

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in favor of Purchaser and to cooperate in all reasonable ways to facilitate transfer of the Land Coverage off the Sending Parcel as required by Purchaser.

The rights and restrictions set forth herein shall be deemed covenants running with the land or as equitable servitudes, as the case may be, shall constitute benefits and burdens to the Sending Parcel, and shall be binding on Seller, its assignees, and all persons acquiring or owning any interest in the Sending Parcel.

This Power-of-Attorney may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Power-of-Attorney effective as of date first set forth above.

FALCON CAPITAL, LLC
a Wyoming limited liability company

LEONARD R. J. KYLE
and CAROLE A. KYLE

By: [Signature]
G. Randy Lane
Managing Member

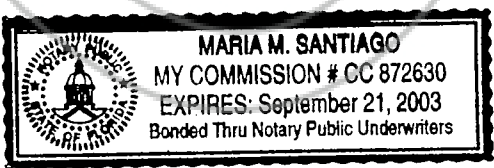
By: [Signature]
Leonard R. J. Kyle
FDL [Redacted]

By: [Signature]
Carole A. Kyle
FDL [Redacted]

STATE OF FL)
COUNTY OF BREVARD) SS

On this 18 day of MARCH, 2002, before me, Maria Santiago, personally appeared Leonard & Carole A Kyle, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



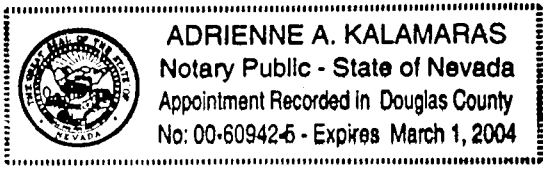
[Signature]
Notary Public

My commission expires 9/21/03

STATE OF Nevada)
) SS
COUNTY OF Douglas)

On this 15th day of May, 2002, before me, Adrienne Kalamaras,
personally appeared G. Randy Lane,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her/their authorized capacity(ies), and that by his/her signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.



Adrienne A. Kalamaras
Notary Public

My commission expires March 1, 2004

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2002, before me, _____,
personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her/their authorized capacity(ies), and that by his/her signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires _____

COPY

REQUESTED BY
MARQUIS TITLE & ESCROW
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 MAY 17 PM 4: 16

LINDA SLATER
RECORDER

\$17⁰⁰ PAID *KZ* DEPUTY

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