

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

TAHOE-KN, INC.  
C/O GEROLD W. LIBBY  
HOLLAND & KNIGHT LLP  
633 W. FIFTH STREET, SUITE 2100  
LOS ANGELES, CA 90071

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### POWER OF ATTORNEY - GENERAL

KNOW ALL PERSONS BY THESE PRESENTS: That Tahoe-KN, Inc. ("Tahoe-KN"), a Delaware corporation and the General Partner of Roppongi-Tahoe, L.P. ("RTLTP"), a California limited partnership, hereby makes, constitutes and appoints either or both of Gerold W. Libby or Maura O'Connor, acting alone, as Tahoe-KN's true and lawful Attorney for Tahoe-KN and in Tahoe-KN's name, place and stead and for Tahoe-KN's use and benefit, and for the use and benefit of RTLTP:

(a) To ask, demand, sue for, recover, collect and receive each and every sum of money, debt, account, legacy, bequest, interest, dividend, annuity and demand which now is or hereafter shall become due, owing or payable belonging to or claimed by Tahoe-KN or RTLTP, and to use and take any lawful means for the recovery thereof by legal process or otherwise, and to execute and deliver a satisfaction or release therefor, together with the right and power to compromise or compound any claim or demand;

(b) To exercise any or all of the following powers as to real property, any interest therein and/or any building thereon: To contract for, purchase, receive and take possession thereof and of evidence of title thereto; to lease the same for any term or purpose, including leases for business, residence, and oil and/or mineral development; to sell, exchange, grant or convey the same with or without warranty; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement.

(c) To exercise any or all of the following powers as to all kinds of personal property and goods, wares and merchandise, choses in action and other property in possession or in action: To contract for, buy, sell, exchange, transfer and in any legal manner deal in and with the same, and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement.

(d) To borrow money and to execute and deliver negotiable or non-negotiable notes therefor with or without security; and to lend money and receive negotiable or non-negotiable notes or performance notes therefor with such security as shall be deemed proper.

(e) To create, amend, supplement and terminate any trust and to instruct and advise the trustee of any trust wherein Tahoe-KN or RTLTP is or may be trustor or beneficiary; to represent and vote stock, exercise stock rights, accept and deal with any dividend, distribution or bonus, join in any corporate financing, reorganization, merger, liquidation, consolidation or other action and the extension, compromise, conversion, adjustment, enforcement or foreclosure, singly or in conjunction with others, of any corporate stock or bond, by or to Tahoe-KN or RTLTP, and to give or accept any property and/or money whether or not equal to or less in value than the amount owing in payment, settlement or satisfaction thereof.

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(f) To transact business of any kind or class as Tahoe-KN's or RTLP's act and deed, to sign, execute, acknowledge and deliver any loan agreement, assignment of rents, assignment of contracts, security agreement, hazardous materials indemnity, deed, lease, assignment of lease, covenant, indenture, indemnity, agreement, mortgage, deed of trust, assignment of mortgage or of the beneficial interest under deed of trust, extension or renewal of any obligation, subordination or waiver of priority, hypothecation, charter-party, bill of lading, bill of sale, bill, bond, note, whether negotiable or non-negotiable, receipt, evidence of debt, full or partial release or satisfaction of mortgage, judgment and other debt, request for partial or full reconveyance of deed of trust and such other instruments in writing of any kind or class as may be necessary or proper.

(g) Without limiting the generality of the foregoing, to execute on behalf of Tahoe-KN and RTLP any and all documents pertaining to a loan ("the Loan") in the amount of up to Forty Million Dollars (\$40,000,000) from Lehman Brothers Holdings Inc., a Delaware corporation, d/b/a Lehman Capital, or an affiliate thereof ("Lehman"), to be secured by a Deed of Trust on the real property owned by RTLP located in South Lake Tahoe, California, commonly known as the Embassy Suites Resort Lake Tahoe, including without limitation a Promissory Note in favor of Lehman in the principal amount of the Loan, a Deed of Trust, Fixture Filing and Security Agreement, an Assignment of Leases and Rents, a UCC-1 Financing Statement, an Assignment of Agreements, Permits and Contracts, an Assignment of Management Agreement and Subordination of Management Fees, an Environmental Indemnity Agreement, an Interest Rate Cap Agreement, and an Assignment of Interest Rate Cap Agreement, a Lockbox and Security Agreement, and any amendments to any of such documents, and such other contracts, security interests and other documents as said Attorney, in his or her sole discretion, deems necessary or appropriate in connection with the borrowing of the amount of the Loan by RTLP.

GIVING AND GRANTING unto Tahoe-KN's and RTLP's said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done as fully to all intents and purposes as Tahoe-KN or RTLP might or could do if personally present, hereby ratifying all that Tahoe-KN's and RTLP's said Attorney shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon Tahoe-KN's and RTLP's said Attorney shall be applicable to all real and personal property or interests therein now owned or hereafter acquired by Tahoe-KN and RTLP and whatever situate.

Each of Tahoe-KN's and RTLP's Attorneys listed above is empowered hereby to determine in his/her sole discretion the time when, purpose for and manner in which any power herein conferred upon him/her shall be exercised, and the conditions, provisions and covenants of any instrument or document which may be executed by him/her pursuant hereto; and in the acquisition, encumbrance or disposition of real or personal property, Tahoe-KN's and RTLP's Attorney shall have exclusive power to fix the terms thereof for cash, credit and/or property, and if on credit with or without security.

This power of attorney shall expire, and be of no further force or effect, on December 31, 2002.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

WITNESS my hand this 27 day of November, 2002.

TAHOE-KN, INC.

a Delaware corporation

By: 

Name: YASUHIKO AMINO

Title: PRESIDENT

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JAPAN  
CITY OF TOKYO  
EMBASSY OF THE UNITED STATES OF AMERICA ) ss  
STATE OF \_\_\_\_\_ )

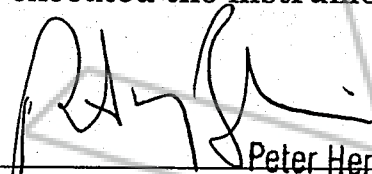
COUNTY OF \_\_\_\_\_ )

Peter Henry Barlerin

On NOV 27 2002, before me, \_\_\_\_\_, ~~Notary Public~~,  
personally appeared Yasuhiko AMINO \* \* \* \* 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/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their 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.

**SEAL**

  
\_\_\_\_\_  
Notary Public Peter Henry Barlerin  
American Consul

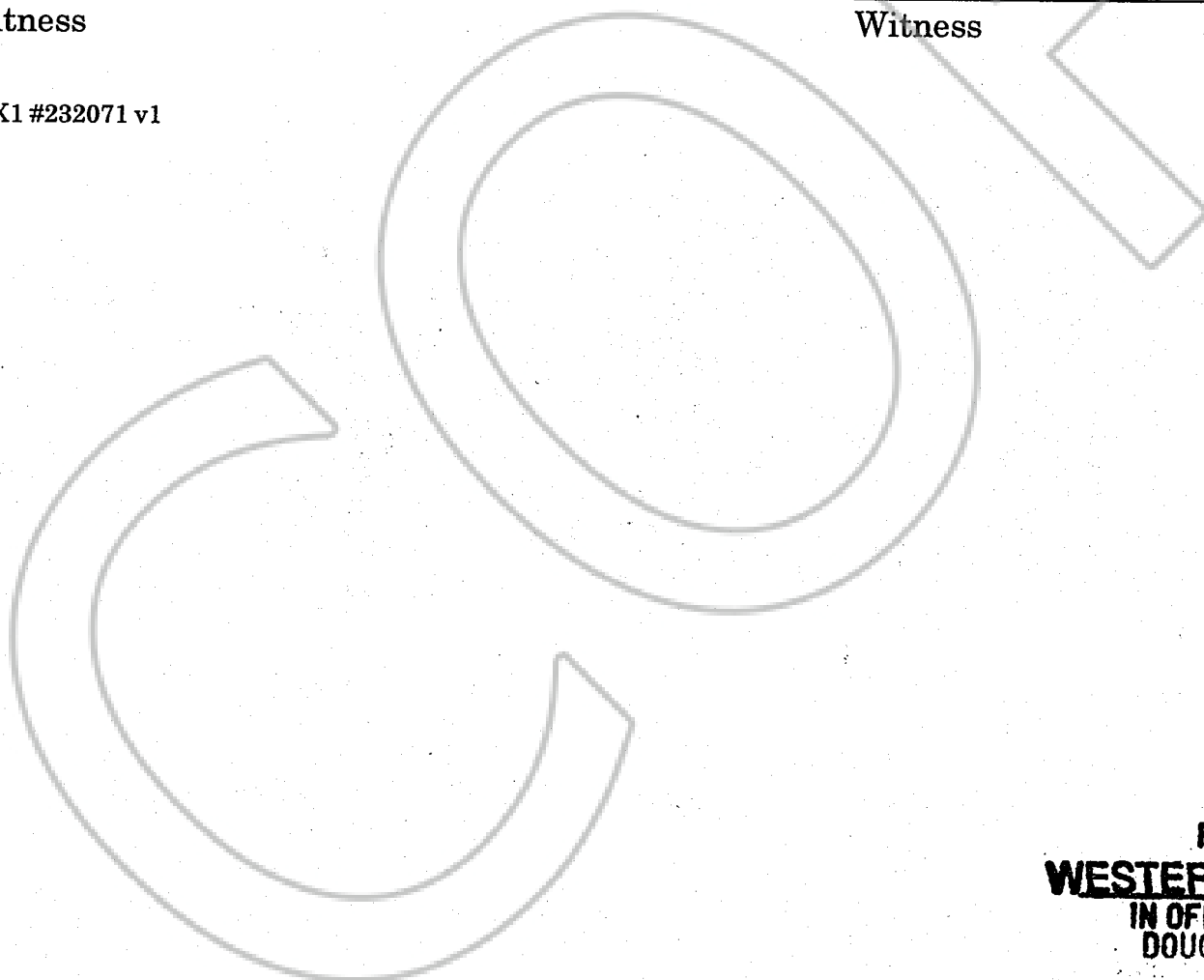
We declare under penalty of perjury under the laws of the State of \_\_\_\_\_ that the person  
who signed or acknowledged this document is personally known to us (or proved to us on the basis of  
convincing evidence) to be the principal who signed or acknowledged this durable power of attorney in our  
presence.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

LAX1 #232071 v1



REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 DEC -4 AM 11:19

LINDA SLATER  
RECORDER

\$16<sup>00</sup> PAID KZ DEPUTY

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**BK 1202 PGO 1624**