

APN 1318-22-002-003  
Recording requested by  
and when recorded mail to:

Anatoli Stein  
7 Cowell Lane  
Atherton, CA 94027

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

2004 NOV 15 PM 4:27

WERNER CHRISTEN  
RECORDER

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

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

This Irrevocable Power-of-attorney Regarding Transfer of Hard Land Coverage ("Power-of-Attorney") is made as of the 1<sup>st</sup> day of September 2004 ("Effective Date"), by and between FALCON CAPITAL, LLC, a Wyoming limited liability company ("Seller") and ANATOLI STEIN, an individual ("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. 1318-22-002-003 (former APN 07-100-01) (the "Sending Parcel").

WHEREAS, appurtenant to the Sending Parcel are one thousand seven hundred one (1,701) square feet of Class 1b land coverage in Hydrological Zone 4 (the "Coverage"), as defined in the Tahoe Regional Planning Agency ("TRPA") Code of Ordinances ("Code").

WHEREAS, Seller has conveyed the 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 hereby acknowledged, the parties hereto agree as follows:

Seller hereby appoints Purchaser, its members or appointees, as agent ("Agent") solely for the limited purposes of transferring all or any portion of the Coverage (1,701 square feet of Class 1b land coverage located in Hydrological Zone 4 on the Property) 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 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 Coverage from the Sending Parcel to appropriate receiving parcel(s) designated by Purchaser and approved by TRPA.

Seller and Purchaser have agreed the 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, not to encumber the Coverage in any manner (except in favor of

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Purchaser and to cooperate in all reasonable ways to facilitate transfer of the 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.

SELLER:

FALCON CAPITAL, LLC  
a Wyoming limited liability company

By: *Randy Lane*  
Randy Lane  
Managing Member

PURCHASER:

*A. Stein*  
Anatoli Stein

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESS, OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

[Acknowledgments follow]

ACKNOWLEDGMENTS

State of California }  
 } SS.  
County of Santa Clara }

On Oct. 18, 2004, before me, Ravinder Dhalwal  
Notary Public, personally appeared Anatoli Stein  
\_\_\_\_\_, 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.

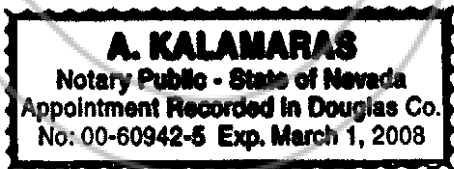


Ravinder Dhalwal  
Notary's Signature

State of Nevada }  
 } SS.  
County of Douglas }

On November 2, 2004, before me, A. Kalamaras  
\_\_\_\_\_, personally appeared Randy Jane  
\_\_\_\_\_, 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.



A. Kalamaras  
Notary's Signature