

Recording requested by:  
FALCON CAPITAL, LLC

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



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KAREN ELLISON, RECORDER

**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 this 31st day of March, 2016 ("Effective Date"), by and between FALCON CAPITAL, LLC a Wyoming limited liability company ("Seller"), and TAHOE KAIZEN, LLC, a Wyoming limited liability company ("Purchaser").

WHEREAS, Seller is the owner of that certain real property located in Douglas County, Nevada, commonly known as Assessor's Parcel No. 1318-22-002-103 (the "Sending Parcel").

WHEREAS, appurtenant to the Sending Parcel are 650 (Six Hundred Fifty) 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. Purchaser may only transfer 650 (Six Hundred Fifty) SF of coverage to the address at 3624 Larch Avenue, South Lake Tahoe, CA 96150, APN 029-311-31-100. This coverage may not be transferred to any other parcel(s) other than those identified herein.

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 and the City of South Lake Tahoe ("CSLT"). 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 the CSLT and approved by both TRPA, the CSLT and Seller, and (ii) TRPA and CSLT applications and other documents reasonably required by TRPA and the CSLT to transfer the Land Coverage from the Sending Parcel to appropriate receiving parcel(s) designated by Purchaser and approved by TRPA and the CSLT.

Seller and Purchaser have agreed the Land Coverage may remain banked on the Sending Parcel for up to 60 months. Seller has agreed, among other things, not to encumber the Land Coverage in any manner (except 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.

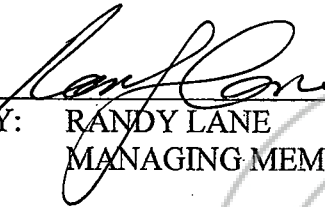
The rights and restrictions set forth herein shall be deemed covenants running with the land or as equitable servitudes, as the case may be, shall constitute benefits and burdens to the Sending Parcel, and shall be binding on Seller, its assignees, and all persons acquiring or owning any interest in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

SELLER:  
FALCON CAPITAL, LLC a Wyoming limited liability company,

PURCHASER:  
TAHOE KAIZEN, LLC a Wyoming limited liability company,

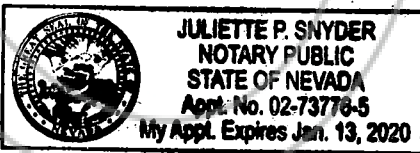
  
BY: RANDY LANE  
MANAGING MEMBER

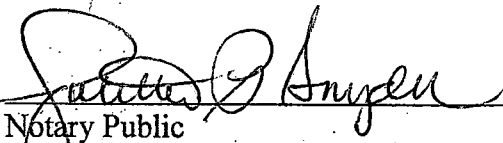
  
BY: CHRISTOPHER MCNAMARA  
MEMBER

STATE OF NEVADA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 18<sup>th</sup> day of April, 2016, before me, Juliette P Snyder, personally appeared RANDY LANE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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 Jan 13, 2020

STATE OF NEVADA )  
COUNTY OF DOUGLAS ) SS

On this 1st day of APRIL, 2016, before me, MANSON HUBERT KUHN, JR personally appeared CHRISTOPHER MCNAMARA, 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.

Manson Hubert Kuhn Jr  
Notary Public



My commission expires JAN 27, 2019