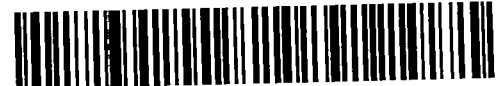


Recording requested by:
Tahoe Stateline Venture, LLC

When recorded mail to:
Tahoe Stateline Venture, LLC
2221 Olympic Blvd.
Walnut Creek, CA 94595



KAREN ELLISON, RECORDER

**IRREVOCABLE POWER-OF-ATTORNEY
REGARDING TRANSFER OF COMMERCIAL FLOOR AREA**

THIS IRREVOCABLE POWER-OF-ATTORNEY REGARDING TRANSFER OF COMMERCIAL FLOOR AREA (“Power-of-Attorney”) is made and entered as of this 13th day of July, 2017 (“Effective Date”), by and between TAHOE STATELINE VENTURE, LLC, (“Seller”), and C&J WORLDWIDE HOLDINGS, INC., a Nevada Corporation (“Purchaser”).

WHEREAS, Seller is the owner of the Commercial Floor Area which is banked on that certain real property located in Douglas County, Nevada, commonly known as Assessor’s Parcel No. 1318-26-101-011, (the “Sending Parcel”) as recognized by the Power-of-Attorney recorded in Douglas County, Nevada on May 4, 2017, document number 2017-898129.

WHEREAS, appurtenant to the Sending Parcel is One Thousand (1,000) square feet of Commercial Floor Area, as defined in the Tahoe Regional Planning Agency (“TRPA”) Code of Ordinances.

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

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are 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 any portion of the Commercial Floor Area 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 Commercial Floor Area 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 Commercial Floor Area from the Sending Parcel to appropriate receiving parcel(s) designated by Purchaser and approved by TRPA.

Seller shall allow the Commercial Floor Area and any portion thereof to continue to be banked on the Sending Parcel for up to sixty (60) months, at which time Purchaser must have

