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RECORDING REQUESTED BY,  
AND WHEN RECORDED MAIL TO:

Keith D. Coe, Esq. MTG-17450  
4001 Main Street  
Vancouver, Washington 98663

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That RL Acquisition Company, a California Limited Partnership ("Acquisition"), by and through its managing general partner, KKR Associates, a Delaware Limited Partnership, hereby, subject to the limitations set forth below, makes, constitutes and appoints H. Raymond Bingham the true and lawful Attorney for Acquisition and in its name, place, and stead and for its use and benefit to execute the documents listed in Schedule I attached hereto (the "Documents") and such other documents as may be necessary to effectuate the interest rate and loan restructuring transaction with Pacific First Federal Savings and Loan Association described in the Documents.

GIVING AND GRANTING to said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary, or appropriate to be done in and about the premises as fully to all intents and purposes as Acquisition might or could do if personally present through its managing general partner, hereby ratifying all that said Attorney shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon said Attorney shall be applicable to all real and personal property or interests therein now owned or hereafter acquired by Acquisition and wherever situated.

Said Attorney is hereby empowered to determine in his sole discretion the time when, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions and covenants of any instrument or document which may be executed by him pursuant hereto; and in the acquisition or disposition of real or personal property, the said Attorney of Acquisition 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 may not be revoked without two (2) days prior written notice to Pacific First Federal Savings and Loan Association, Portland, Oregon office, Attn. Stu Davis.

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

STATE OF OREGON,  
MULTNOMAH COUNTY } ss.

DIRECTOR, THE RECORDING SECTION AND RECORDER OF CONVEYANCES FOR MULTNOMAH COUNTY, STATE OF OREGON, DO HEREBY CERTIFY THAT THE FOREGOING COPY OF Book of Records of Attorney - Book 1980 Page 925 HAS BEEN COMPARED WITH THE ORIGINAL AND THAT IT IS A CORRECT TRANSCRIPT THEREFROM AND OF THE WHOLE OF SUCH ORIGINAL AS THE SAME APPEARS ON FILE OR OF RECORD IN MY OFFICE AND IN MY CUSTODY. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF SAID OFFICE THIS 13<sup>th</sup> DAY OF Feb A.D. 19 87.

DIRECTOR  
RECORDING SECTION  
BY M. Burns DEPUTY

87 MAR 6 PM 3 56

WITNESS MY HAND this 12<sup>th</sup> day of February, 1987.

RL ACQUISITION COMPANY,  
a California Limited Partnership

By: KKR Associates,  
a Delaware Limited Partnership  
Its: General Partner

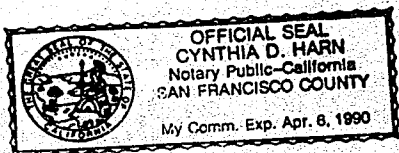
By: [Signature]  
Its: General Partner

STATE OF CALIFORNIA )  
  ) ss  
COUNTY OF SAN FRANCISCO )

On this 12<sup>th</sup> day of February, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared George R. Roberts, personally known to me or proved to me on the basis of satisfactory evidence to be the person who subscribed the within instrument was a general partner of KKR Associate, a Delaware Limited Partnership, and acknowledged that KKR Associates, a Delaware Limited Partnership, executed the same as its free and voluntary act as one of the general partners of RL Acquisition Company, a California Limited Partnership.

WITNESS my hand and official seal

[Signature]  
Notary Public



SCHEDULE 1 TO POWER-OF-ATTORNEY

The Documents shall include but not necessarily be limited to the following:

1. Agreements providing for the assumption and modification of loan documents evidencing and securing all existing loans owing to Pacific First Federal Savings Bank ("PFF") relating to or encumbering the real and personal property comprising the Red Lion or Thunderbird Motor Inn properties at the following locations: Springfield, Oregon; Richland, Washington; Spokane, Washington; Yakima, Washington; and Bend, Oregon.

2. Continuing guaranty agreements with respect to the performance of all loan assumption and modification agreements evidencing and securing all existing loans owing to PFF relating to or encumbering the real and personal property comprising the Red Lion or Thunderbird Motor Inn properties at the following locations: Astoria, Oregon; Springfield, Oregon; Richland, Washington; Wenatchee, Washington; Spokane, Washington; Missoula, Montana; Kalispell, Montana; Yakima, Washington; Kelso, Washington; Port Angeles, Washington; Bend, Oregon; Klamath Falls, Oregon; and Coos Bay, Oregon.

3. UCC-1 and UCC-1A financing statements relating to the PFF loans described in all loan assumption and modification agreements covered by paragraphs 1 and 2 above.

4. Any and all other documents necessary or appropriate in the judgment of H. Raymond Bingham to consummate the transactions with PFF as contemplated by the foregoing documents.

012419

STATE OF OREGON } ss.  
Multnomah County }

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

1987 FEB 13 PM 3:40

RECORDING SECTION  
MULTNOMAH CO. OREGON

In Book On Page

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witness my hand and seal of office affixed.

Recorder of Conveyances

*M. Walden*

Deputy

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the 6th day of March A.D., 19 87 at 3:56 o'clock P. M., and duly recorded in Vol. M87 of Power of Attorney on Page 3639.

FEE \$13.00

Evelyn Biehn County Clerk

By *[Signature]*