

OFFICIAL RECORD

Requested By:
STEWART TITLE

RECORDING REQUESTED BY:

FREEMAN, FREEMAN & SMILEY, LLP

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Los Angeles, California 90034-6060

Douglas County - NV
Werner Christen - Recorder

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WHEN RECORDED MAIL TO:

Ms. Susan W. Kozberg
1536 Country Club Drive
Los Angeles, California 90024

DURABLE POWER OF ATTORNEY FOR ASSET MANAGEMENT
(Effective Immediately)

A. APPOINTMENT OF AGENT

1. I, SUSAN W. KOZBERG, appoint my brothers, BENNETT WOLF and DONALD WOLF, as my true and lawful Attorneys-in-Fact (sometimes referred to as my "Agents"). I hereby revoke all previous Durable Powers of Attorney for Asset Management made by me, as well as any other powers of attorney which may conflict with this instrument, but only to the extent of such conflict.

2. If either BENNETT WOLF or DONALD WOLF is unable or unwilling to act or continue to act, I appoint the other of them as my Agent.

3. If two (2) or more individuals are designated to act as Co-Agents hereunder, then any one of them may sign documents or checks or do other ministerial acts that shall be as binding as if each of them, acting as a Co-Agent, had signed or so acted. Any instrument so executed or action so taken by a Co-Agent shall be as fully binding as if such instrument were executed or such action were taken by all Co-Agents acting together. Any third party may fully rely on the signature or actions of only one Co-Agent with respect to such transactions and shall not be held liable therefor.

4. I retain the power, exercisable by me only and not by any personal representative appointed on my behalf, to amend, supplement or revoke this power or to remove any Agent designated by me, by written notice given by me to the Agent.

B. EFFECTIVE IMMEDIATELY

1. This Power of Attorney shall become effective immediately. This is a "durable power of attorney" as provided in California Probate Code Sections 4000 et seq.

2. On my death, this Power of Attorney shall terminate.

C. INCAPACITY OF AGENT

1. By accepting her office as such, each Agent acting hereunder agrees that (i) if she is determined to be incapacitated, then she shall be deemed to have resigned as Agent upon such determination, and (ii) the following provisions of this Paragraph C shall apply for purposes of determining whether or not such Agent has become incapacitated.

2. My Agent shall be deemed to be incapacitated, for purposes of this instrument, upon the occurrence of any of the following:

(a) A court order, which the next successor Agent designated hereunder deems to be jurisdictionally proper and still currently applicable, holding my Agent to be legally incapacitated to act in her own behalf or which appoints a guardian or conservator to act for her;

(b) Written statements of two (2) licensed physicians, each stating that (i) he or she is certified by a recognized medical board, (ii) he or she has examined my Agent, and (iii) he or she has concluded that my Agent had, at the date of the physician's examination, become substantially unable to make financial decisions for me; or

(c) Evidence which my successor Agent deems to be credible and still currently applicable that my Agent has disappeared, is unaccountably absent or is being detained under duress where she is unable effectively and prudently to make financial decisions for me.

3. Upon a determination that my Agent is incapacitated, such incapacity shall be deemed to continue until such court order, statements and/or circumstances described above have become inapplicable or have been revoked. Any physician's aforesaid statement may be revoked by a similar statement to the effect that my Agent is no longer thus incapacitated, executed either (i) by the physician providing the original statement, or (ii) by two (2) other licensed, board-certified physicians. Upon regaining capacity, any individual who was acting as Agent hereunder and who was deemed to have resigned as a result of her incapacity may, at her election, resume acting as Agent. If such individual elects to resume acting as Agent, then the successor Agent in office shall resign. Alternatively, such individual may elect to become the next in the order of priority to act as successor Agent upon the death, resignation or incapacity of the then acting Agent.

4. By accepting her office as such, my Agent (i) agrees to cooperate in any examination necessary to carry out the provisions of this Paragraph C, (ii) waives the doctor-patient privilege with respect to the results of such examination to the extent required to implement this Paragraph C and otherwise facilitate my health care, (iii) waives all provisions of law relating to disclosure of confidential health information, including, among others, the Health Insurance Portability and Accountability Act, passed by Congress in 1996, (iv) authorizes each and every one of her health care providers to release to anyone named as successor Agent hereunder any health care information requested by such Agent for purposes of implementing the provisions of this Paragraph C, and (v) agrees that my Agent's obligations to comply with the provisions of this Paragraph C are specifically enforceable.

D. TRANSFERS TO TRUST

My Agent shall have the power to transfer and convey to the trustee or trustees then acting under THE SUSAN W. KOZBERG LIVING TRUST dated December 13, 1996, as amended, any or all assets now or at any time or times hereafter standing in my name (but excluding my interest in assets owned in joint tenancy with any other person or persons), including (without limitation) real estate, ownership rights in insurance policies of all kinds, cash, checks (particularly government and insurance checks), stocks, bonds, securities and/or other properties of all kinds, and, pursuant to such purpose, to terminate savings, checking, safekeeping, agency, investment advisory and custody accounts, in my name (alone or with others) at any bank or broker by directing that all or any part of the balance therein, including all cash, stocks, bonds, securities and/or other properties of all kinds (subject to any indebtedness secured thereby), be transferred and delivered to said trustee or trustees.

E. GENERAL POWERS

My Agent shall have the following general powers to act on my behalf:

1. To make, sign, draw and deliver any bank checks, notes, drafts, warrants or withdrawal slips on any bank, trust company, savings and loan, thrift, mutual fund or money market fund on any account which may now or hereafter stand in my name;



2. To endorse for deposit and collection any and all checks, certificates of deposit, promissory notes, drafts or other orders or instruments for the payment of money now drawn or endorsed, or hereafter drawn or endorsed, payable to my order;

3. 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 me; 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 powers to compromise or compound any claim or demand;

4. To pay, compromise or otherwise settle any and all of my debts, liabilities and obligations, whether or not due and payable, as such Agent, in such Agent's sole discretion, may deem desirable;

5. To prosecute or defend against any cause of action, counterclaim or offset which I may have or which is asserted against me, as the case may be, before any court, administrative body or other tribunal, and to agree to any settlement or compromise thereof; and to discontinue, abandon or dismiss any such action or claim;

6. 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 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;

7. 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, endorse, 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;

8. To borrow money and to execute and deliver negotiable or non-negotiable notes therefor with or without security; and to loan money and receive negotiable or non-negotiable notes therefor with such security as such Agent, in such Agent's sole discretion, shall deem proper;

9. To operate any business or businesses in which I now have or hereafter acquire an interest, in such manner as such Agent, in such Agent's sole discretion, may deem desirable;

10. 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, bond, note, debenture or other security; to compound, compromise, adjust, settle and satisfy any obligation, secured or unsecured, owing by or to me 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, in settlement or satisfaction thereof, and, in general, to take such steps in the management of the affairs of any corporation in which I may be interested as such Agent, in such Agent's sole discretion, may seem desirable;

11. To transact business of any kind or class and to sign, execute, acknowledge, accept and deliver any deed, lease, assignment of lease, covenant, indenture, indemnity, agreement, mortgage, deed of trust, assignment of mortgage or the beneficial interest under deed of trust, extension or renewal of any obligation, subordination or waiver of priority, hypothecation, bottomry, 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 or 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 in the premises;

12. To purchase and buy or sell for me or for my account any stocks, bonds, warrants or other securities and personal property of any kind, at such prices and on such terms as such Agent, in such Agent's sole discretion, shall deem proper, and to exercise any subscription or other rights to which I am or shall become entitled or to sell and dispose of the same and to sign my name to such rights, warrants or other instruments as shall require the same;

13. To have access to any safe deposit boxes wherever situated, registered in my name or in my name and others, and to examine the contents thereof and to remove from said safe deposit boxes such contents or any part thereof;

14. To make, execute and file any and all tax returns and to pay any and all taxes which may be required of me by the United States of America or any state, territory or political subdivision thereof and to appear and act for me and on my behalf before any taxing authority of the United States of America or of any such states, territories or political subdivisions thereof, with full power, among other things, to make any elections for tax purposes on my behalf, to file claims for refund, abatement or credit, to institute any actions with respect to such taxes and/or to compromise any asserted liability therefor;

15. To establish individual retirement accounts, to select various payment options under any retirement plan in which I participate, including plans for self-employed individuals and individual retirement accounts, make voluntary contributions to such plans, make so-called "roll-overs" of plan benefits into other retirement plans, borrow from such plans if authorized by the plan, sell assets to or purchase assets from the plan if authorized by the plan, and make withdrawals from the plan for my benefit;

16. To make applications for, receive and administer any of the following benefits, if applicable: Medi-Cal, Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other governmental sponsored programs for the elderly. To use various government resources and community support services available to the elderly, i.e., California Department of Aging, Federal Older Americans Act, Nursing Home Ombudsman, "Senior Day Care" programs, and senior centers;

17. To plan for my long-term health or nursing care. Such planning shall include, but is not necessarily limited to, the authority to: (1) make home improvements and additions to my family residence; (2) pay off partly or in full the encumbrance, if any, on my family residence; (3) purchase of a family residence, if I do not own a family residence; (4) purchase a more expensive family residence; (5) make gifts of assets for estate planning purposes;

18. To employ attorneys, accountants, investment counsel, agents, depositories and employees and to pay the fees and expenses therefor;

19. To execute and deliver disclaimers under IRC Section 2518. Notwithstanding the foregoing, my Agent shall have no authority to exercise any disclaimer which authority would constitute a general power of appointment in favor of the Agent personally; and

20. To use any credit cards in my name to make purchases and to sign charge slips on my behalf as may be required to use such credit cards; and to close my charge accounts and terminate my credit cards under circumstances where the agent considers such act to be in my best interest.



F. POWER TO MAKE GIFTS DURING MY LIFETIME

My Agent shall have the power to make gifts as follows:

1. Gifts for Education and Medical Expenses

To make gifts to or for the benefit of my children, grandchildren and/or spouses of either, for education and/or medical expenses, which are not treated as taxable gifts under the exception provided by IRC Section 2503(e), and for such purpose to remove from any revocable trust of which I am a grantor the assets which make up such gifts.

2. Gifts up to Annual Exclusion

To make gifts to or for the benefit of my children, grandchildren and/or spouses of either, whether outright or in trust, to the full extent of the annual gift tax exclusion under IRC Section 2503(b), and for such purpose to remove from any revocable trust of which I am a grantor the assets which make up such gifts.

3. Gifts to Charities

To make gifts to charitable entities organized under IRC Section 501(c)(3), including family foundations authorized under IRC Section 509(a)(2) or (3), or which will benefit such entities through such arrangements as charitable remainder trusts, charitable lead trusts, charitable gift annuities, remainder interests in my home, or bargain sales, to the extent deemed appropriate by my Agent, so long as the individual interests in any such "split interest" gift are held by my children and/or grandchildren, and for such purpose to remove from any revocable trust of which I am a grantor the assets which make up such gifts.

4. Limitation on Powers

Notwithstanding the above, my Agent may not exercise any power granted herein in favor of the Agent, the Agent's estate, the Agent's creditors, or the creditors of the Agent's estate, (a) except with respect to property of the principal having a value not exceeding in any calendar year the greater of Five Thousand Dollars (\$5,000) or five percent (5%) of the value of all of the principal's property subject to the powers hereunder, with such value to be determined as of the date of exercise of the power, or (b) unless there is more than one person acting as Agent and at least one such person has a substantial interest in the property which is the subject of this power, which is adverse to the exercise of the power in favor of the other such person, in accordance with IRC Section 2041(b)(1)(C)(ii) and Section 2514(c)(3)(b).

G. APPOINTMENT OF CONSERVATOR

In accordance with California Probate Code Section 1810, if I am deemed ever to need a conservator of my estate, I hereby nominate and appoint the Agents designated in this document as the co-conservators of my estate to act by majority vote. If any one (1) of my Agents is unable or unwilling to act or continue to act as a co-conservator of my estate, then I hereby nominate and appoint the other of them as the conservator of my estate.

The conservator of my estate shall serve without bond or, if a bond is required, I request that only a minimum bond be set. I revoke all prior nominations of a conservator of my estate.



H. GENERAL PROVISIONS

1. Scope of Authority

I give and grant to my Agent full power and authority to do and perform each and every act and thing whatsoever requisite, necessary or appropriate to be done in connection with the foregoing as fully to all intents and purposes as I might or could do if personally present. The powers and authority hereby conferred upon such Agent shall be applicable to all real and personal property or interests therein now owned or hereafter acquired by me and wherever situated. My Agent is empowered hereby to determine, in such Agent's discretion, the time when, purpose for and manner in which any power herein conferred upon such Agent shall be exercised and the conditions, provisions and covenants of any instrument or document which may be executed by such Agent.

2. Ratification

I ratify and confirm all that my Agent shall do or cause to be done by virtue hereof, and all documents of any kind (without limitations) executed and/or delivered by my Agent (or any one of them) shall bind third parties, including my heirs, distributees, legal representatives, successors and assigns.

3. Inducement

For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent and/or other party to act in accordance with the powers granted in this Power of Attorney, I represent, warrant and agree that, if this Power of Attorney is terminated for any reason whatsoever, I and my heirs, distributees, legal representatives, successors and assigns will save such party or parties harmless from any loss suffered or liability incurred by such party or parties in acting in accordance with this Power of Attorney prior to such party's(ies') receipt of written notice of any such termination.

4. Exculpation

Under no circumstances shall any Agent named herein incur any liability to me for acting or refraining from acting hereunder, except for such Agent's own willful misconduct or gross negligence.

5. Governing Law

This Power of Attorney shall be governed by the laws of the State of California in all respects, including its validity, construction, interpretation and termination.

6. Severance

Should any provision of this Durable Power of Attorney be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions(s) hereof, which provisions(s) shall be effective as though such invalid or unenforceable provisions had not been made.

7. Reference to "IRC"

References to the "IRC" shall, unless stated otherwise, mean the Internal Revenue Code of 1986, as amended from time to time, and references to any IRC Chapter or Section shall be deemed also to refer to comparable provisions of any subsequent revenue law.



