

DOC # 0657421
10/11/2005 10:00 AM Deputy: KLJ

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV

Werner Christen - Recorder

Page: 1 Of 30 Fee: 68.00

BK-1005 PG- 4033 RPTT: 0.00



APN _____

Recording Requested By:

WHEN RECORDED MAIL TO:
Stewart Title of Douglas County

1663 US Highway 395 N., Ste. 101

Minden, NV 89423

#050702769

DURABLE GENERAL POWER OF ATTORNEY
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed.

Recorded at the request of:

When recorded return to:

DURABLE GENERAL POWER OF ATTORNEY

(Conferring Immediate Authority for Financial and Estate Transactions)

TO WHOM IT MAY CONCERN:

I, PATRICIA MYERS, of 148 Blue Ridge Drive, Martinez, California 94553, acting as Principal, and herein creating a durable power of attorney under and pursuant to the provisions of California Probate Code Sections 4018, 4123(b), 4124(a), and the California Uniform Durable Power of Attorney Act, to become effective immediately, and to not be affected by any subsequent incapacity suffered by me, hereby appoint my son, GRANT E. MYERS, of 684 Tahos Road, Orinda, California 94563, (925) 253-8678 (925) 330-4924, to serve as my agent and attorney-in-fact (referred to herein generically as "my agent") and, in such agency capacity, to exercise the following powers and authorities, and to take the following actions, for me in my name, place, and stead, for my use and benefit, and in any way in which I myself could act if I were personally present and able to act:

1. Accounts, Banking, Financial Transactions. To have access to any and all checking accounts, savings accounts, passbook accounts, time deposit accounts, certificates of deposit, money market accounts, share accounts, mutual fund accounts, brokerage accounts, cash management accounts, agency accounts, lines of credit, insurance policy proceeds accounts, and all other accounts (or other assets from which cash or a cash value is accessible), of whatever kind or nature, which are in my name or to which I have access or to which I am an authorized signatory (other than and excepting those as to which I am a signatory in a fiduciary capacity) which are located in, at, or with any bank, credit union, savings bank, savings and loan association, thrift, mutual fund company, investment management company, securities broker, brokerage house, any other securities dealer or securities trading institution or company, title company, insurance company, or other financial or commercial institution or depository; to add to, deposit in, draw on, write checks on, and direct the wire transfer or other transfer of, any

and all monies, funds, positions, or other assets in any and all such accounts and assets; to negotiate, endorse, execute, transfer, and deliver any and all instruments with respect to or relating to any and all such accounts and assets; to renew, rollover, modify, and terminate any and all such accounts and assets; to establish, designate, and re-designate POD, ATF, ITF, TOD, and all other available payable-on-death beneficiary arrangements on any and all such accounts and assets; to contract for and modify and terminate any services related to any and all such accounts and assets; and to open and establish new accounts of the same or similar nature.

2. Safe Deposit Boxes. To have access to all safe deposit boxes in my name or to which I am an authorized signatory (whether or not the contract for such safe-deposit box was executed by me, either alone or jointly with others, or by my agent in my name); to contract with financial institutions for the maintenance and continuation of safe deposit boxes in my name; to contract with financial institutions for the establishment of new safe deposit boxes in my name; to add to and remove the contents of all such safe deposit boxes; and to modify and terminate contracts for all such safe deposit boxes.

3. Credit Cards. To use any credit cards (including ATM bank cards) in my name to make purchases on my behalf, 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 my agent considers such acts to be in my best interest.

4. Debts, Payables. To pay my debts and any sums of money that may at any time be or become owing from me (which are not barred by any statute of limitation, the Statute of Frauds, or any other provision of the law), to sell, and to adjust and compromise, arbitrate or defend, any claims that may be made against me in the manner my agent considers appropriate under the circumstances.

5. Tax Matters. To prepare and file all income and other federal and state tax returns which I am required to file; to sign my name to all elections, consents, and any and all federal, state, county, and city income, property (or other) tax returns, and any and all related state, federal, county, and city income (or other) tax forms; to hire tax preparers and tax advisors and pay for their services; to exercise any and all elections permitted by state and federal tax laws; to execute and file consents to obtain special income tax or estate tax valuations or exclusions or qualifications; and to do whatever else may be necessary to legitimately protect my assets from assessments for income taxes and other taxes. My agent is specifically authorized to receive confidential information relating to my income tax or other tax matters; to receive checks in payment of any refund of taxes, penalties, or interest; to execute waivers (including offers of waivers) of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of claims for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to execute closing agreements under Internal Revenue Code Section 7121 or any successor statute; and to delegate authority or substitute another representative with respect to any and all matters specified in this paragraph 5.

Furthermore, my agent is specifically authorized to complete and execute Form 56 and Form 2848 and to attach thereto, a copy of this Durable General Power of Attorney and any statement complying with Treasury Regulation Section 601.503(b)(3).

6. Investments, Financial Management. To invest and reinvest my funds in every kind of property, real, personal, or mixed, and every kind of investment, whether domestic or foreign, specifically including, but not limited to, common or preferred stocks, bonds, bond funds, shares of mutual funds and other regulated or unregulated investment companies, market funds, index funds, commodities, futures, options, corporate obligations of every kind, United States Government obligations and United States Treasury obligations, obligations of any independent agency or corporation of the government of the United States, U.S. government-backed obligations of any and all kinds or issues, obligations of any state or municipal government or agency thereof (including tax-free state and municipal obligations) of any and all kinds or issues, checking accounts, cash management accounts, savings accounts, time deposit accounts, passbook accounts, certificates of deposit, money market accounts, money market mutual funds, bank acceptances, common trust funds, warrants, debentures, notes (secured or unsecured), shares of investment trusts and investment companies, mortgages, deeds of trust, mortgage participations, interests in general or limited partnerships, real property or any interests or estates in real property, beneficial interests in land trusts, oil, gas, or other mineral interests, insurance policies and annuity contracts, coinage, bullion, and collectibles; together with full power to access, purchase, sell, liquidate, cash-in, surrender, transfer, assign, partition, encumber, pledge, annuitize, and otherwise generally deal with, any and all of the foregoing described investments.

7. Real Property, Interests and Estates Therein. With respect to real property (the term "real property" as used in this paragraph 7 shall include any and all interests or estates in real property or rights incident to real property), my agent shall have the following powers and authorities:

7.1 Management. To manage, control, rent, lease, sublease, license, and otherwise act concerning any and all real property that I may own; to collect and receive rents or income therefrom, pay taxes, charges and assessments on the same; to repair, maintain, protect, preserve, alter, and improve such real property; to commit my resources and contract on my behalf for such purposes, and to do all other things necessary or expedient to be done in my agent's judgment in connection with such real property.

7.2 Purchase or Lease. To purchase or lease real property on my behalf; to mortgage, deed in trust, pledge, or otherwise encumber newly acquired real property; to commit my resources with respect to the purchase or lease of real property; to represent me in negotiations for the purchase or lease of real property; to execute and acknowledge offers, counter-offers, acceptances, contracts of sale, escrow instructions, deeds of trust, mortgages, promissory notes, covenants, agreements, assignments, leases, rental agreements, and all other documents and instruments necessary or expedient for the

purchase or lease (or any aspect thereof) of real property; to work with and employ and contract for the services of brokers, inspectors, appraisers, lenders, title companies, and all other agents, persons, and entities necessary or appropriate to complete the purchase or lease of real property.

7.3 Sale, Transfer, Exchange. To grant, sell, transfer, convey, exchange, partition, apportion, subdivide, subordinate, mortgage, deed in trust, pledge, and otherwise deal in the sale, transfer, or exchange of any and all real property owned by me, including real property acquired after execution of this Durable General Power of Attorney; to reserve such rights, interests and estates as my agent deems appropriate from any grant, sale, transfer, or exchange of real property; to represent me in negotiations for the sale, transfer, or exchange of real property; to accept, receive, execute, acknowledge, and deliver listing agreements, offers, counter-offers, acceptances, contracts of sale, contracts of exchange, disclosures, escrow instructions, deeds, easements, licenses, promissory notes, deeds of trust, mortgages, security instruments, subordinations, lot or acreage releases, covenants, agreements, assignments, receipts, and all other documents necessary or expedient to complete the sale, transfer, or exchange (or any aspect thereof) of real property; to work with and employ and contract for the services of brokers, inspectors, appraisers, lenders, and title companies, and all other agents, persons, and entities necessary or appropriate to complete the sale, transfer, or exchange of real property.

7.4 Refinance, Borrow. To borrow against, refinance, mortgage, reverse mortgage, and otherwise encumber any and all real property owned by me, including real property acquired after execution of this Durable General Power of Attorney; to access "equity lines" and other lines of credit; to establish and sign for new lines of credit; to negotiate and re-negotiate loans; to execute, acknowledge, and deliver promissory notes, deeds of trust, mortgages, security instruments, assignments, pledges, subordinations, covenants, agreements, receipts, escrow instructions, and all other documents necessary or expedient to complete any loan, refinance, borrowing, or other action or transaction (or any aspect thereof) described and authorized in this paragraph 7.4; to accept and receive the proceeds of any such loan, refinance or other borrowing; to work with and employ and contract for the services of mortgage brokers, inspectors, appraisers, lenders, title companies, and all other agents, persons, and entities necessary or appropriate to complete any loan, refinance, borrowing, or other action or transaction described and authorized in this paragraph 7.4.

7.5 All Other Acts and Dealings. To do and perform all other acts and to otherwise generally deal in all respects with real property.

7.6 Commercial Property; Environmental Issues. If I own commercial real property, my agent shall have the power and authority to perform all environmental inspections of such commercial real property which my agent deems advisable, at my expense, or at the expense of my estate. My agent shall have the right to decline to serve as my agent based on the results of any such inspections. My agent shall have the power and authority to

undertake any remedial measures with respect to any such commercial real property which my agent deems necessary or advisable in order to comply with all environmental laws, and to compromise environmental liability claims on terms deemed advisable by my agent. My agent shall also have the power and authority to regularly inspect and monitor any such commercial real property for environmental compliance at my expense, or at the expense of my estate. My agent shall have no personal liability for violation of environmental laws, except for the agent's bad faith, wilful misconduct, or gross negligence.

8. Tangible Personal Property. My agent shall have all of the same powers and authorities with respect to tangible personal property, or interests or estates therein or rights incident thereto, as my agent has with respect to real property.

9. Business Interests. To manage, control and take charge of any business or business interests I may own, and to do everything necessary to carry on and continue such business, including but not limited to the hiring and discharging of employees; payment of employees, and providing employee benefits; purchasing goods, services, and materials; accepting orders; accepting payments; executing and accepting title documents; issuing checks, notes, and title documents; accessing, opening, and closing of bank accounts and all other accounts of whatever kind or nature; retaining legal, accounting, financial, and other advisors; executing and filing tax returns and other government forms required of the business; and selling, liquidating, or terminating the business at such time and on such terms as my agent considers appropriate under the circumstances.

10. Partnership Interests. To manage and control all partnership interests owned by me and to make all decisions which I could make as a general partner, limited partner, or both; and to execute all documents required of me as such partner, all to the extent that my agent's designation for such purposes is allowed by law and is not in contravention of any partnership or other agreement.

11. Asset Collection, Enforcement of Rights, Liens, Adjustment of Claims. To demand, sue for, and collect all sums of money, debts, accounts, interest, dividends, receivables, legacies, inheritances, bequests, interest, annuities, and other assets which are now, or may be later, due and payable to me; to arbitrate, prosecute, and defend any and all actions, claims, litigation, or proceedings on my behalf for the protection, preservation, assertion, and collection of my property and all rights, benefits, or assets to which I may be entitled; to compromise, settle, and discharge all such matters in the manner my agent considers appropriate under the circumstances; to foreclose, extend the time of payment for, assign, partially release, or discharge mortgages, deeds of trust, security interests, and other liens, to execute subordinations, lot or acreage releases, requests for partial or full reconveyance, and any and all other documents and instruments necessary or expedient to effect, assist, or accomplish the actions and transactions described in this paragraph 11.

12. Trust Receivables, Withdrawal Rights. To receive for my benefit all income and principal from, and to exercise on my behalf any and all withdrawal rights with respect to, any trusts of which I am a beneficiary, and to execute any release, receipt, or other document that may be required of me by the trustee of any such trust.

13. Borrow. To borrow such sums as my agent determines to be necessary for the proper management and preservation of my assets, including, but not limited to tax and estate planning and asset preservation planning as described in this Durable General Power of Attorney; and to mortgage, pledge, deed in trust, grant security interests in, or otherwise encumber, any and all real or personal property then owned by me.

14. Recovery and Possession of Documents. To take possession of all documents concerning or relating to any property or asset in my name or in which I have an interest, and whether my interest therein is of a direct or contingent or beneficial nature, and of all documents concerning or relating to any trusts, wills, deeds, assignments, insurance policies, annuities, or other documents of an estate planning nature. Any third party from whom my agent may request information, records, or other documents regarding my personal or financial affairs or estate planning may release and deliver all such information, records, or documents to my agent. I hereby waive any privilege that may apply to the release or disclosure of such information, records, or other documents.

15. Mail. To open, review, read, forward, redirect or answer or dispose of my mail, and to notify any branch or office of the United States Postal Service or any other party of any change of address, and to implement any change of address or mail forwarding arrangements.

16. Estate Planning Matters. My agent shall have the following powers and authorities with respect to estate planning matters:

16.1 Fund Revocable Living Trust(s). To transfer to the then acting trustee(s) of any revocable living trust of which I am a settlor, in trust, and according to the terms thereof and any amendments made thereto or restatements made thereof prior to my death, or made thereto or thereof under the authority conferred to my agent in this Durable General Power of Attorney, and to the then acting trustee(s) of any future or other revocable living trusts of which I am a settlor, any asset or property the title and/or ownership of which is in my name, either directly, indirectly, or together with any other person. This power shall include, but without limitation, the transfer of: any and all sums of money, accounts, deposits, insurance policies, any and all manner of investments, specifically including, but not by way of limitation, preferred and common stocks, bonds, mutual funds, mortgage participations, corporate obligations, notes, debentures, general and limited partnership interests, commodities of every nature and commodity contracts of every kind, annuities, state and federal governmental bonds and obligations of all issues and nature; any other assets held by or at any bank, credit union, savings bank, savings and loan association, thrift, mutual fund company, investment management company,

securities broker, brokerage house, other securities dealer or securities trading institution or company, title company, insurance company, or other financial or commercial institution or depository; any and all notes, receivables, accounts, legacies, devises, bequests, expectancies, interests, dividends, contracts, agreements, and demands belonging to or claimed by me; business interests; any and all interests in real property, leases, mortgages, deeds of trust, easements, licenses, and improvements to real property; any and all kinds of tangible personal property; choses in action or litigation; and every other asset or kind of property to which my agent has access under this Durable General Power of Attorney, whether real, personal or mixed, and whether located in this state or elsewhere.

16.2 Gifts to Reduce Estate Tax Liability. To make, or direct the trustee(s) of any revocable trust of which I am a settlor to make, gifts in amounts and pursuant to a procedure which qualify said gifts for the present interest federal gift tax annual exclusion, to, or in trust for, my then living issue, if any, or other transferees in a manner which is consistent with, or will accomplish the purposes of, the distributive provisions of the most recent revocable living trust which I have executed, if any, including any amendments thereto or restatements thereof then existing, and from which the gifts are drawn, or consistent with the distributive provisions of any last will executed by me; provided that the whole of each such gift will have the effect of reducing the potential estate tax liability, reasonably calculated, which my estate will otherwise incur.

A gift made to any person who is under the age of twenty-one (21) years may be made to an adult custodian (selected by my agent) under the California Uniform Transfers to Minors Act for the benefit of that gift-transferee.

16.3 Tuition and Medical Exclusion Gifts. To make, or direct the trustee(s) of any revocable trust of which I am a settlor to make, direct payments to the provider for tuition and medical care for my issue, if any, (initially from the trust to my agent in his or her capacity as such, and then to the providers, or in any other procedural fashion determined by my agent which will maximize the exclusion) under Internal Revenue Code Section 2503(e) or any successor statute which excludes such payments from gift tax liability, provided that the whole of each such payment will have the effect of reducing the potential estate tax liability, reasonably calculated, which my estate will otherwise incur. These gifts which qualify under Internal Revenue Code Section 2503(e) or any successor statute may exceed amounts which qualify under Internal Revenue Code Section 2503(b) for the annual gift tax exclusion for federal gift tax purposes, but shall be made in a manner which is consistent with the distributive provisions of the most recent revocable living trust which I have executed, if any, including any amendments thereto or restatements thereof then existing, and from which the gifts are drawn, or consistent with the distributive provisions of any last will executed by me; provided, however, my agent may disregard this requirement if my agent, in the exercise of reasonable discretion, determines that the potential to avoid estate tax liability outweighs the need to retain a distributive format consistent with the distributive provisions of my most recent

revocable trust or last will.

16.4 Qualified State Tuition Program Account. To open, create, and contract for a qualified state tuition program account as described under Internal Revenue Code Section 529 or any successor statute, and to make gifts/contributions to such qualified state tuition program account, and in connection therewith, to designate and redesignate the beneficiary, revoke a prior beneficiary designation and substitute a new and revised beneficiary designation, make investment decisions concerning the investments of assets contained in such qualified state tuition program account, and in general to do all other things in connection with a qualified state tuition program account which I myself could do, if I were personally present and able to act. Gifts and contributions on my behalf to a qualified state tuition program account may exceed amounts which qualify under Internal Revenue Code Section 2503(b) for the annual gift tax exclusion for federal gift tax purposes; provided, however, such gifts and contributions shall not exceed the maximum cumulative amount transferable (without causing a loss of the account's qualified status or other penalty), to the qualified state tuition program account.

16.5 Forgiveness and Cancellation of Loans and Indebtedness. To forgive and cancel any loan or indebtedness owed me by any person identified from time to time as a residuary remainder beneficiary to my property interests in and under any revocable trust of which I am a settlor, including any amendments or restatements made thereto which exist at the time the loan or indebtedness in question is being considered for forgiveness or cancellation, and to deliver any writing evidencing such loan or indebtedness to the former obligor, marked as cancelled, together with cancellation and delivery to the former obligor of any documents relating to the security for payment of such loan or indebtedness.

16.6 Continue or Implement Charitable Gifts. To continue any plan or pattern of charitable gifts which had theretofore apparently been established or pledged, or clearly contemplated, by me, or to make charitable gifts which, in the opinion of counsel for my agent, a duly appointed conservator or other protective for me would be permitted to make and would deem advisable to make to or for the benefit of charitable organizations (including, without limitation, any private charitable foundation, charitable remainder trust, or charitable lead trust established by me) from the assets of the conservatorship or other protective estate under a "substituted judgment" doctrine in order to avoid or limit federal or state income or estate taxes.

16.7 Disclaimers. To execute and deliver disclaimers under Internal Revenue Code Section 2518 and California Probate Code Sections 260 through 295 or any successor statute.

16.8 Create and Fund Trusts. To establish, execute and fund revocable or irrevocable trusts on my behalf for purposes of legitimately avoiding probate or Medicaid/Medi-Cal liens and estate claims, or for other legitimate purposes as my agent shall deem

appropriate, provided that the dispositive provisions of said trusts are consistent with the dispositive provisions of other then existing wills or trusts executed by me.

16.9 Amend, Revoke, Terminate Trusts. To amend or supplement the provisions of any revocable trust of which I am a settlor to take advantage of a tax election not otherwise available; to otherwise amend, revoke or terminate, in whole or in part, any revocable living trust of which I am a settlor as my agent may deem advisable; to petition any court of competent jurisdiction for the revocation or termination of any irrevocable trust of which I am a settlor upon the grounds of hardship or upon such other grounds as may be appropriate to accomplish such a revocation or termination, so long as such amendment, revocation, or termination does not substantially alter the distribution of my estate as that form of distribution is set forth in my last will or revocable living trust, including any amendments thereto or restatements thereof executed by me prior to the new or proffered amendment, revocation, or termination, and so long as the result of any such action does not create tax consequences for my estate which, on the whole, outweigh the advantages to be gained by taking such action.

16.10 Consent to Split Gifts. To consent on my behalf to split gifts made by my husband to third persons under Internal Revenue Code Section 2513 or any successor statute, and similar provisions of any state or local gift tax laws, and to execute all documentation necessary to effect such consents.

17. Insurance, Public, and Governmental Coverages, Benefits, and Programs. With respect to insurance and public and governmental coverages, benefits, and programs, my agent shall have the following powers and authorities:

17.1 Purchase, Maintenance, and Management of Insurance Coverages. To purchase and maintain insurance on my life, health, for my in-home care, assisted care or skilled nursing care, on my property, or on the life or property of any third person in whom I have an insurable interest, and to pay all insurance premiums thereon from my assets. My agent shall also have the power and authority to borrow money on my behalf in order to pay for such insurance, to pursue insurance claims on my behalf, to increase or decrease coverages on my behalf, to cancel or terminate any policy and receive on my behalf any cash proceeds on such cancellation or termination, to borrow against policies on my life, and to repay loans against such policies as my agent deems appropriate. My agent shall also have the power and authority apply for and make any elections required to secure the payment of insurance benefits to which I may be entitled, and to take possession of all such benefits on my behalf.

17.2 Application for Insurance, Public, and Governmental Benefits and Programs. To claim, apply for, and make any elections on and with respect to, all insurance benefits and coverages, and all public and governmental benefits and programs and assistance, to which I may be entitled, including, but not limited to, property, casualty, and auto insurance, primary medical, secondary medical, health maintenance organization (HMO)

coverages, dental, all other medical insurance coverages, disability insurance, in-home care or assisted living coverages, long term care or skilled nursing care insurance, Medicaid/Medi-Cal, Medicare, Social Security (SSA), Social Security Disability Insurance (SSDI), In-Home Support Services (IHSS), Supplemental Security Income (SSI), and all other benefits and coverages, public and private, to which I may be entitled; to execute, acknowledge, and deliver applications, claim forms, affidavits, declarations, indemnifications, agreements, receipts, and all other documents necessary or expedient to complete any claim, application, election, or other action described and authorized in this paragraph 17.2.

17.3 Collection and Disposition of Insurance, Public, and Governmental Benefits. To collect, take possession of, and deposit for my benefit all proceeds, benefits, interest, dividends, income, receivables, or other assets that are or may be due or payable to me, or recoverable by me, from any and all insurance companies, employers, unions, or other issuers of insurance or insurance related coverages, health maintenance organizations (HMOs), or from any public or governmental entity or agency (such as Social Security (SSA), Social Security Disability Insurance (SSDI), Supplemental Security Income (SSI), In-Home Support Services (IHSS)) or any representative or subcontractor thereof; to endorse all checks and drafts, and to execute and deliver all receipts and other discharges, and to execute and deliver such other documents as are necessary or expedient to collect and take possession of any of the foregoing proceeds, benefits, coverages or receivables; and to apply the same to or for my benefit. In exercising the authority granted my agent under this Durable General Power of Attorney respecting benefits from Social Security, Medicare, Medicaid/Medi-Cal, Social Security Disability, Supplemental Security Income, or other governmental programs, I hereby designate and appoint my agent as my "representative payee" and with the further authority to assume such other titles, stations, offices, agencies, or designations that a governmental agency advises is necessary to expedite receipt of benefits on my behalf.

17.4 Request and Receive Information on Coverages, Applications. My agent shall be entitled to inquire of and receive, from all providers of insurance coverages and public and governmental benefits and programs and assistance, including insurance companies, employers, unions, governmental agencies and entities, and any of the employees, agents, or subcontractors thereof, any and all information concerning the scope, cost, and any other facts or details of my insurance coverages, elections and options thereon, and my applications for any public or governmental benefits and programs or private coverages.

18. Retirement Accounts. With respect to retirement accounts or plans which I own or in which I am a vested beneficiary or participant (the term "retirement account(s) or plan(s)" or any similar term as used in this paragraph 18 shall include, without limitation, any and all individual retirement accounts under Section 408 of the Internal Revenue Code or comparable state statutes [including Simple IRA's, Contributory IRA's, Rollover IRA's, SEP IRA's, Roth IRA's], employee pensions, employee benefit or deferred compensation or salary reduction or stock purchase plans, qualified retirement plans under

Section 401(a) of the Internal Revenue Code or comparable state statutes, any qualified retirement annuities under Section 403(a) or Section 403(b) of the Internal Revenue Code or comparable state statutes, any salary reduction plans under Section 401(k) of the Internal Revenue Code or comparable state statutes, any Internal Revenue Code Section 457(b) governmental (and tax-exempt organization) deferred compensation plans, qualified and non-qualified annuities, qualified and non-qualified stock option plans, all CalPERS, CalSTRS, and United States CSRS plans, Teamsters and other union-administered pension and retirement plans, and all other employment related or private or governmental retirement plans or pension plans), my agent shall have the following powers and authorities:

18.1 Establish, Contribute, Administer. To establish and/or contribute to any one or more retirement accounts and plans; to exercise investment powers available under any retirement account or plan.

18.2 Rollovers. To make "rollovers" of retirement accounts or plans into other retirement accounts and plans with the same or different custodians or administrators.

18.3 Borrow, Sell, Purchase. If authorized under the retirement account or plan, to borrow from, repay, sell assets to, and purchase assets from said retirement account or plan.

18.4 Select, Change, Exercise Options. To select or change payment options with respect to all such retirement accounts and plans; to elect, change, or exercise, and to execute and deliver all applications and forms and other documents for the purpose of electing or changing or exercising, any employee option or benefit, including but not limited to, retirement benefits, survivor benefits, early withdrawals, qualified and non-qualified stock options (including the power and authority to and purchase the shares upon exercise of the election with any form of payment acceptable to the issuer), tax withholding elections (including the power and authority to adjust or discontinue entirely all federal and/or state income tax withholdings), or any other employee benefit, option, preference, or election on or with respect to such retirement accounts and plans.

18.5 Ancillary Benefits. To file applications for and to claim and receive on my account any other or ancillary benefits related to or offered attendant to such retirement accounts or plans.

18.6 Communicate, Transact. To notify, advise, communicate with, receive information, forms, applications, and all other documents from, and to transact any and all business and other matters with, the custodians and administrators of such retirement accounts or plans.

18.6 Terminations, Withdrawals, Payments. To terminate and withdraw from and designate the initiation, frequency, schedule, amount(s) and all other manner of payments

from, any such retirement account or plan, without limitation, and repeatedly, and even though adverse tax consequences may attend such withdrawals or terminations or payments; to endorse all related checks, warrants and drafts; to take possession of all benefits and payments from any retirement accounts or plans, and to distribute such benefits and payments to or for my benefit, or on my behalf.

19. Personal Care, Personal Matters. My agent shall have the following powers and authorities with respect to my care and other issues of a personal nature:

19.1 Personal Care. To do all things and enter into all transactions necessary to provide for my personal care and to maintain my customary standard of living; to provide suitable living quarters for me; and to hire, compensate, and discharge, household, nursing and other employees as my agent considers advisable for my well-being. The above shall specifically include but not be limited to the authority to procure and pay for clothing, transportation, medicine, medical care, food and other needs; and to make arrangements, enter into contracts and commit my resources on my behalf with respect to the provision of residential care for me in a convalescent hospital, skilled nursing home, or other alternative residential facility. The above shall also include the authority to pay the ongoing costs of maintaining my present residence, including, but not limited to, the payment of principal and interest payments, taxes, repairs, association dues, and maintenance where appropriate.

19.2 Purchase, Maintenance, and Disposal of Personal Items. To purchase, maintain, and repair my clothing, household furniture, furnishings, appliances, and other tangible personal effects, and to dispose of worthless items which cannot be properly cleaned, repaired or restored, and to store items which are no longer needed or used by me.

19.3 Care of My Pets. To arrange for the care, veterinary treatment as needed, and disposition of any pets which I may from time to time possess.

19.4 Funeral Arrangements. To make advance funeral and burial arrangements in accordance with my wishes, as known to my agent.

19.5 Spiritual and Religious Matters. To make arrangements for my spiritual and religious needs, as known to my agent.

19.6. Decline or Resign Positions and Offices. To decline any fiduciary position to which I have been appointed (including but limited to, trustee, attorney-in-fact, executor) or to resign any such fiduciary positions in which capacity I am presently serving.

20. Asset Preservation Planning. If I am institutionalized in a convalescent hospital, long term care facility, skilled nursing facility, or similar institution, or such institutionalization is unavoidable or imminent in the opinion of my agent declared in writing under penalty of perjury, or if my husband and I (or either of us) are or were at

any time a recipient of Medicaid/Medi-Cal benefits, my agent shall also have the powers and authorities described in this paragraph 20 to accomplish asset preservation planning.

The phrase "asset preservation planning" as used in this paragraph 20 refers to those actions, strategies and techniques as may be appropriate and lawfully available to preserve or attempt to preserve my assets from dissipation due to long-term health care expenses, and to obtain or retain eligibility for public assistance programs (including Medicaid/Medi-Cal benefits or Supplemental Security Income (SSI) benefits), and to protect my and/or my husband's assets from Medicaid/Medi-Cal spend-down requirements, and Medicaid/Medi-Cal liens and estate claims. All of the powers and authorities in this paragraph 20 are to be interpreted in light of my desire to accomplish asset preservation planning, and shall be given the broadest possible interpretation to accomplish my intentions in this regard. The enumeration of specific items, acts, rights or powers in this paragraph 20 shall not limit or restrict, and shall not be construed or interpreted as limiting or restricting, the powers granted to my agent, except where such powers and authorities are expressly restricted.

Important Precautionary Note to Agent. Because of certain civil and criminal penalties which can arise as a result of transferring the assets of a dependent elder adult, I recommend that my agent retain and consult with an experienced elder care or estate planning attorney or other asset preservation professional prior to implementing any of the asset preservation planning powers and authorities set forth in this paragraph 20.

In illustration, but not in limitation of asset preservation planning, my agent shall have the following powers and authorities:

20.1 **Assert Desire to Return to My Primary Residence.** To assert on my behalf, during my confinement to any hospital, convalescent hospital, long term care facility, skilled nursing home, or other alternative residential facility, or during any other absence, my desire to return to and live in my primary residence or any replacement primary residence.

20.2 **Make Gifts.** To gift-transfer (make gifts), or to direct the trustee of any revocable living trust of which I am a settlor to gift-transfer, my interest in my primary residence or any part thereof or interest or estate therein (and to reserve or retain from any transfer thereof whatever rights or estates my agent may deem appropriate), or to gift-transfer any money, account, note, fund, stock, annuity contract, insurance policy, retirement account, or any other asset or property (whether real or personal, or mixed, or any parts or amounts or fractions or interests or estates thereof or therein, and whether the same be held in my name individually or in any revocable trust of which I am a settlor), to my husband, or to the trustee of any revocable or irrevocable trust of which my husband is the settlor, or to my children, Grant E. Myers and Cathleen M. Hammonds, or to either of them, or to their issue, or to any other person selected by my agent, and regardless of whether or not the transferee is also then acting as my agent, and to declare any of the

foregoing transfers, or any prior transfers made by me, to be gifts on my behalf (though such declaration shall not be necessary to confirm a transfer as a gift; such transfers shall be presumed to be, in fact, gifts authorized by me, and otherwise properly made).

Gift-transfers may, in the discretion of my agent and with the cooperation of the trustee, be made directly from any revocable trust of which I am a settlor, and under such circumstances, revocation of the trust as to the asset (or any part thereof) transferred, and my subsequent repossession of the asset upon that revocation, shall be deemed as having first occurred.

I acknowledge and authorize that gift-transfers made in implementation of the asset preservation planning described above may exceed amounts which qualify under Internal Revenue Code Section 2503(b) for the annual gift tax exclusion.

My authorization for the gift-transfer and conveyance of my interest in a principal residence is not and shall not be regarded as inconsistent with my ongoing desire to return to my home, including a home/residence maintained by my family or a home/residence selected by my agent.

If a proposed gift-transferee is currently receiving public or governmental benefits and assistance (such as Supplemental Security Income (SSI) or Medicaid/Medi-Cal), I recommend that my agent explore the possibility of implementing a "special needs trust" or similar discretionary supplemental benefits trust for the proposed giftee - in order to preserve, if practical and otherwise advisable, the proposed transferee's public and governmental benefits.

20.3 Change Form of Title of Property. To change the form of title on any property, real or personal, or any estate or interest therein which I then own.

20.4 Transmutation of Community Property Interests. To waive and release any community property interests which I possess in any property, real or personal, being transferred to my husband, or to any of the other persons identified or described in paragraph 20.2 above; and to transmute my community property into my husband's separate property in conjunction with any such transfer. All such transfers to my husband, or to any of the other persons identified or described in paragraph 20.2 above, which are made for asset preservation planning purposes under this paragraph 20, and unless expressly limited otherwise, shall be deemed as containing and including a waiver and release and transmutation of my community property interests in the property being transferred, and without the necessity of a specific written agreement, declaration, recitation, announcement, or other written memorialization to that effect.

20.5 Consent to Support Orders. To consent on my behalf to support orders which may be sought by my husband for my husband's proper support and to avoid spousal impoverishment.

20.6 Maximize Income for Spouse. To take such other steps that will maximize the income arriving in the name of my husband.

20.7 Segregate Trust Assets. To direct any permissible segregation of trust assets.

20.8 Execute Occupancy Agreement. To execute an occupancy agreement on my behalf in conjunction with and concurrently with the gift-transfer of any interest in real property owned by me.

20.9 Establish Trusts. To establish new trusts, either revocable or irrevocable in nature, with either myself and my husband as the joint beneficiaries, or either of us as the sole beneficiary, thereof.

20.10 Amendment and Revocation of Trusts. To amend or revoke, in whole or in part, any revocable living trust of which I am a settlor, including amendments to allocate the income and principal in any such trust for my husband's support alone.

20.11 Remove and Distribute Trust Assets. To remove, withdraw, and distribute, or to direct the trustee of any revocable trust of which I am a settlor, to remove, withdraw, and distribute, any asset from any revocable living trust of which I am a settlor.

20.12 Purchase and Maintenance of "Exempt" Assets. To purchase, repair, improve, and pay-off (in full or in part) loans and encumbrances against, any and all assets which are recognized as "exempt" under the then existing Medicaid/Medi-Cal or Supplemental Security Income (SSI) laws and regulations, or any successor laws and regulations.

20.13 Store, Transfer, or Dispose of Tangible Personal Property. To store or transfer to appropriate beneficiaries who would take under any revocable living trust of which I am a settlor (including such amendments thereto or restatements thereof then existing), or under my last will, such items of my tangible personal property which my agent believes I will not need again.

20.14 Change Beneficiaries or Ownership of Retirement Accounts/Insurance Policies. To designate or change the designation of beneficiaries of, or change or transfer the ownership of: (1) any individual retirement accounts described under Section 408 of the Internal Revenue Code or comparable state statutes (including Simple IRA's, Contributory IRA's, Rollover IRA's, SEP IRA's, and Roth IRA's), (2) employee pensions, employee benefit or deferred compensation or salary reduction or stock purchase plans, (3) qualified retirement plans under Section 401(a) of the Internal Revenue Code or comparable state statutes, (4) any qualified retirement annuities under Section 403(a) or Section 403(b) of the Internal Revenue Code or comparable state statutes, (5) any salary reduction plans under Section 401(k) of the Internal Revenue Code or comparable state statutes, (6) any Internal Revenue Code Section 457(b) governmental (and tax-exempt organization) deferred compensation plan, (7) any annuity, (8) any qualified and non-qualified stock

option plans, (9) CalPERS, CalSTRS, United States CSRS, Teamsters or union-administered or any other employment related or private or governmental retirement plans, (10) any insurance policies, or any union-administered or employment-related or governmental death benefit, or (12) any other non-probate property (within the meaning of Probate Code Section 5000) which is owned by me or in my name or held for my benefit or which is payable or recoverable at my death; and to enter or revoke my "spousal consent" (including but not limited to those spousal consents required and recognized under state and federal law) with respect to designations or changes to designations of beneficiaries or ownership.

20.15 Borrow. To borrow such sums as my agent deems appropriate and to mortgage, deed in trust, or encumber any and all of my then existing real and personal property as security therefor.

20.16 Loan. To make loans of my money to any person or persons (including my agent) on any terms which my agent deems appropriate.

20.17 Consent to Allocation of Property and Income. To consent on my behalf to the allocation of my property or income in any other manner.

20.18 Take All Other Actions Necessary. To take any other action, including the utilization of any other power and authority described in this Durable General Power of Attorney, as my agent deems necessary to accomplish, or assist in accomplishing, the asset preservation planning contemplated in this paragraph 20, including the initiation of administrative proceedings and hearings and court proceedings, or both, and to prepare, draw, make, sign, deliver, endorse, acknowledge, and otherwise process and complete and execute all checks, drafts, deeds, assignments, releases, directions, instructions, declarations, petitions, pleadings, verifications, and any and all other documents and instruments necessary to accomplish the asset preservation planning contemplated herein.

20.19 Agent May Purchase Assets; Engage in Transactions. To purchase any of my assets at fair market value and to engage in, and be personally involved in, any transactions my agent considers in my best interest, irrespective of any concurrent interest or benefit to my agent personally.

20.20 Actions are to be Deemed in Principal's Interest. Notwithstanding the self-dealing and conflict of interest prohibitions of California Probate Code Sections 4232 and 16004 and notwithstanding any other contrary or limiting provisions of statute or case law, my agent may undertake the asset preservation planning and actions described in this paragraph 20 irrespective of any concurrent interest or benefit to my agent personally. All actions taken by my agent under this paragraph 20 shall be considered, under Sections 4232(a) and 4232(b) of the California Probate Code, as actions taken solely in my interest and for me as principal, and primarily for my benefit - even though and despite the fact my agent also benefits, either directly or indirectly, from the action taken. My purpose

in this paragraph 20 is to advance, assist, complement and effectuate my overall estate planning and asset preservation planning intentions: that is, to maximize the size of my estate transferable to the beneficiaries of the most recent revocable trust of which I am a settlor, or of my last will - any one or more of which beneficiaries may be my agent. All provisions of this paragraph 20 are to be interpreted in light of these stated concerns. Accordingly, I hereby authorize and direct any and all banks, credit unions, mutual fund and investment fund companies, title companies, brokerage houses, stock transfer agents, retirement account custodians and administrators, insurance companies, and any and all other persons, corporations, organizations and other entities, to comply with instructions given by my agent even though such instructions may direct actions or transactions which appear to be in violation of my agent's duty to avoid conflicts of interest.

20.21 Actions to be Consistent with Principal's Estate Plan; Third Parties Dealing with Agent are Not Responsible for Determining or Ensuring Such Consistency. The exercise of any or all of the powers and authorities described in this paragraph 20 shall be in a manner which will obtain results ultimately, if not immediately, consistent with the distributive provisions of the most recent revocable living trust which I have executed, if any, including any amendments thereto or restatements thereof then existing, or consistent with the distributive provisions of any last will executed by me; provided, however, that no third party with whom my agent is dealing shall be responsible for making this determination or inquiring into or ensuring the existence of these conditions prior to honoring the directions and instructions of my agent. Third parties dealing with my agent shall have absolutely no obligation, fiduciary or otherwise, to inquire into, review, examine, analyze, investigate, observe, monitor, supervise, or in any other way participate in or be involved in, the actions, or the ultimate results of the actions, taken by my agent under this paragraph 20.

I acknowledge that gift-transfers and other actions taken by my agent in implementation of the asset preservation planning described in this paragraph 20 may be inconsistent with the distributive provisions set forth in my most recent revocable trust, if any, or my last will. Such transfers and actions are nonetheless authorized. However, if it does become necessary to disrupt the overall distributive format of any estate plan of mine known to my agent in order to better effect the asset preservation planning intentions of this paragraph 20, my agent shall take all reasonable steps to restore and implement the overall distributive format of such estate plan as soon thereafter as is reasonably practicable, taking into consideration tax and non-tax factors that may affect the overall value of the transfers and distributions.

20.22 Caution as to Potential Estate Tax Consequences When Spouse is Agent. I recommend that my husband decline to accept the authority and power granted in this paragraph 20, and that the same pass to the next available alternate agent listed hereinbelow, if the assumption, by my husband, of the authority and power granted in this paragraph, will have the potential effect of increasing the federal estate tax liability, reasonably calculated, which my husband's estate would otherwise incur at my husband's

BK- 1005
PG- 4050
10/11/2005
0657421 Page: 18 Of 30

death.

21. Retention of Advisors, Agents. To employ and discharge and compensate accountants, lawyers, investment and tax advisers, cash management services, real estate brokers, property managers, bookkeepers, consultants, custodians, auditors, appraisers, personal care managers, or any other professionals which my agent deems reasonably necessary for the proper management of my affairs, the protection of my property, and for advice in implementing the powers and authorities set forth in this Durable General Power of Attorney. My agent may rely on the advice given by such advisors and other professionals, though not required to do so. My agent may pay a reasonable compensation to such advisors and other professionals from my assets.

22. Authority to Take All Other Necessary Actions. My agent shall have the power and authority to generally do, execute and perform any and every other act, deed, matter or thing which in my agent's opinion ought to be done, executed, or performed in conjunction with my agent's utilization of the powers described in this Durable General Power of Attorney, of every kind and nature, and as fully and effectively as I might or could do if personally present. My agent shall have the authority to determine in his or her sole discretion the time when, purpose for which, and manner in which, any power conferred herein shall be exercised.

The enumeration of specific items, acts, rights or powers in this Durable General Power of Attorney shall not limit or restrict, and shall not be construed or interpreted as limiting or restricting, the general powers granted to my agent except where such powers and authorities are otherwise expressly restricted. Although the law of agency generally provides that where a grant of power is both specific and general, it will be limited to the specific, it is my intention that this general law of agency shall not be applicable to this Durable General Power of Attorney. Notwithstanding any contrary statute or principle of law, the enumeration of specific acts, rights or powers in this Durable General Power of Attorney is not intended to limit and restrict, and is not to be construed or interpreted as limiting or restricting, the general power and authority granted my agent under this Durable General Power of Attorney.

23. Authority Covers Existing and Future Assets. This Durable General Power of Attorney shall apply to all of my presently owned and future acquired assets, and shall include the power to acquire any assets as described herein on my behalf.

24. Ratification of Acts. I hereby ratify and confirm all that my agent shall do, or cause to be done by virtue of this Durable General Power of Attorney.

25. Lapse of Time Does Not Affect Powers and Authorities. The powers and authorities granted my agent in this Durable General Power of Attorney shall be recognized as validly in effect even though there may have been a large lapse of time between the date of my executing this Durable General Power of Attorney and the date

on which my agent determines to exercise a power or authority hereunder.

26. Lack of Recordation Does Not Affect Powers and Authorities. The powers and authorities granted my agent under this Durable General Power of Attorney shall be recognized as validly in effect even though this Durable General Power of Attorney may have not been recorded. No third party shall construe or interpret this Durable General Power of Attorney as incomplete or ineffective by reason of the fact that it has not been recorded. If this Durable General Power of Attorney has not been recorded, it is for reasons of interim convenience and privacy. The absence of this Durable General Power of Attorney's recordation does not affect the validity of the powers or authorities granted to my agent herein.

27. Photocopies Shall Have Same Force and Effect as Original. My agent shall have the power and authority to make and submit photocopies of this Durable General Power of Attorney and any attached documents as frequently and in such quantity as my agent deems appropriate. Each photocopy hereof shall have the same force and effect as the original.

28. Third Party Reliance. For the purpose of inducing all persons, organizations, corporations, and entities, including but not limited to any bank or other financial institution, broker, custodian, lender, transfer agent, insurance company, taxing authority, title company, physician, hospital, convalescent home, governmental agency or other party (hereinafter referred to respectively and collectively as "person") to act in accordance with the instructions of my agent, I hereby represent, warrant, and agree that:

28.1. Third Party Liability for Revocation and Amendments and Termination. If this Durable General Power of Attorney document is revoked or amended or terminated for any reason, I, my estate, my heirs, successors, assigns, and my other personal representatives will hold any person harmless from any loss suffered or liability incurred by such person in acting in accordance with the instructions of my agent acting under this Durable General Power of Attorney prior to the receipt by such person of actual notice of any such revocation or amendment or termination.

28.2. Agent Has Power to Act Alone. The powers and authorities conferred on my agent by this Durable General Power of Attorney document may be exercised by my agent alone, and my agent's signature or act under the powers and authorities granted in this Durable General Power of Attorney shall be accepted by persons as a signature or act fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and had personally exercised (or am personally exercising) the powers myself, and all such actions shall inure to the benefit of and bind me and my estate, heirs, successors, assigns, and my other personal representatives.

28.3. No Liability Imposed on Third Parties for Reliance on Agent. No person who acts in reliance upon any representations my agent may make as to:

- a. the fact that my agent's powers under this Durable General Power of Attorney are then in effect;
- b. the scope of my agent's authority granted under this Durable General Power of Attorney;
- c. my competency at the time this Durable General Power of Attorney was executed or at any time thereafter;
- d. the fact that this Durable General Power of Attorney has not been revoked;
- e. the fact that this Durable General Power of Attorney is validly in effect even though "stale" by the institutional policies of any given person, organization, bank, title company, stock transfer agent, corporation or other entity with whom my agent is dealing;
- f. the fact that this Durable General Power of Attorney is validly in effect even though different in form from the form of power of attorney generally in use or preferred by, the institutional policies of any given person, organization, bank, title company, stock transfer agent, corporation or other entity with whom my agent is dealing;
- g. the fact that my agent continues to serve as my agent;
- h. the unavailability or unwillingness to serve of a sole incumbent or a concurrent incumbent or a predecessor agent (including a predecessor alternate agent) designated in this Durable General Power of Attorney; or
- i. the fact that my agent is the person then incumbent and then acting as trustee under any revocable trust of which I am a settlor;

shall incur any liability to me, my estate, my heirs, successors, assigns, or my other personal representatives for permitting my agent to exercise any such authority, nor shall any person who deals with my agent be responsible to determine or ensure the proper exercise of any power and authority by my agent.

29. Authority to Enforce this Durable General Power of Attorney. My agent shall have the power and authority to commence, at my expense or at the expense of any revocable living trust of which I am a settlor, litigation seeking appropriate court orders, injunctive relief, or other enforcement proceedings, or damage litigation, including punitive damages, against any third party who fails to honor this Durable General Power of Attorney or any provision or provisions hereof.

30. Compensation for Agent's Services, Reimbursement of Expenses. My agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and

paid by my agent on my behalf under any provision of this Durable General Power of Attorney (including, without limitation, travel, lodging and meals when at a location removed from my agent's residence, legal, accounting, tax return preparation, custodial, investment expenses, investment advisory fees, insurance, and filing costs). In addition, my agent shall be paid fair and reasonable compensation for service rendered to me on the basis of written records created, maintained, and preserved by my agent. In determining what constitutes "fair and reasonable" compensation, the following factors may be considered: (1) the time spent by my agent in administering my affairs, (2) my net worth, (3) the nature of the assets subject to my agent's control, (4) the fees charged by professional fiduciaries acting in the same or similar capacities under similar circumstances. Furthermore, any compensation paid to professional advisors employed by my agent may be taken into consideration in determining the fairness and reasonableness of any compensation taken or requested by my agent.

31. Alternative Agents. If any one or more of the person or persons designated as my agent in the initial paragraph of this Durable General Power of Attorney is not available or declines or becomes ineligible to act as my agent, or if I revoke that person's appointment or authority to act as my agent, then I designate and appoint the following person(s), to serve in the order listed below, as my agent (attorney-in-fact) under this Durable General Power of Attorney:

First Alternate Agent: BRIAN E. BEIDENBENDER (grandson)
Address: 1435 Drake Court, Oakley, California 94561
Telephone: (925) 625-7838

32. Establishment of Remaining or Alternate Agent's Authority. My acting agent or a designated agent or any alternate agent may resign or decline to act, as the case may be, at any time by the execution of a written and signed instrument of resignation or declination delivered to me and/or any other then acting agent, or if there be no other then acting agent, by delivery to the next designated or available alternate agent. The aforesaid deliveries are for purposes of facilitating the uninterrupted transfer of authority under this Durable General Power of Attorney, and proof of the same shall not be a requisite to the continuing effectiveness of this Durable General Power of Attorney or the power and authority of an acting agent or alternate agent. In the case of a resignation, declination, incapacity or death of an agent, one of the following documents shall be attached to this Durable General Power of Attorney: the resignation or declination to serve signed by the acting or designated agent, or any one or more of them, who is or are resigning or declining to act; a written and signed opinion from a licensed physician that an acting or designated agent, or any one or more of them, is or are physically or mentally incapable of serving; a certified court order as to the incapacity or inability of an acting or designated agent, or any one or more of them, to serve; or a certified copy of the death certificate of a formerly acting or designated agent, or any one or more of them. Third parties who deal with an acting agent or alternate agent shall be entitled to rely on this Durable General Power of Attorney with any such document attached as

conclusive evidence of the power and authority of the remaining acting agent(s) or alternate agent(s).

If this Durable General Power of Attorney has been filed or recorded in the public records, the document establishing resignation, declination, incapacity or death of an acting agent or designated agent shall be submitted for filing or recordation in the same public records (though recordation shall not be a requisite to the continuing effectiveness of this Durable General Power of Attorney).

33. Alternative Agent Not Responsible for Prior Agent's Actions. No alternate agent shall be liable for any act, omission, or default of a prior agent. Unless requested by me or an adult beneficiary of any revocable living trust of which I am a settlor in writing within 60 days of an appointment, no alternate agent shall have any duty to investigate or review any action of, or require an accounting from, a prior agent. The alternate agent may accept the records of the prior agent showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in my personal or trust assets.

34. Designation of Conservator. In the event a court of competent jurisdiction shall, for any reason, determine a conservator should be appointed for my person and/or estate, I nominate the person(s) whom I have designated in this Durable General Power of Attorney as my agent(s) to act, in the order specified herein, as the conservator of my person and estate. My conservator shall serve in such capacity without bond, or if a bond is required, I request that a minimum bond be set.

35. Powers Effective Immediately. By this instrument I intend to create a durable power of attorney. This Durable General Power of Attorney shall be effective immediately and shall remain in effect in the event I become incapacitated, and shall continue in effect during any such incapacity.

36. Revocation of Prior Powers; Exceptions. With the exception of those powers of attorney hereinafter described, I hereby revoke any prior durable general power of attorney relating to financial and estate transactions and affairs, and I terminate all agency relationships created thereunder. I also revoke any prior nomination of a prospective conservator of my estate. This revocation shall not, however, apply to or affect the following:

- a. The powers granted by me in the Uniform Statutory Form Power of Attorney executed by me on this date;
- b. Any powers granted by me on forms provided by banks or financial institutions granting the right and power to write checks on, deposit funds to, and withdraw funds from, accounts to which I am a signatory, or granting access to a safe deposit box; these powers shall continue in full force and effect, and to the extent inconsistent with the provisions of this Durable General Power of Attorney, shall

be deemed amended and augmented, supplemented, and expanded by the provisions of this Durable General Power of Attorney; and

- c. Any powers of attorney created by me on forms provided by the Department of the Treasury/Internal Revenue Service granting powers to a representative; these powers shall not be deemed revoked hereby, but shall continue in full force and effect.

37. Agent. Whenever the word "agent" or any modifying or substituted pronouns therefor are used in this Durable General Power of Attorney, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine, and neuter gender thereof, and shall apply equally to the agent or agents initially designated herein and to any alternate or successor agent acting hereunder. Each alternate agent shall have all the authority, rights, powers, duties, discretion, obligations, and immunities conferred upon my agent or agents initially designated and appointed under this Durable General Power of Attorney. The address and phone numbers, if any, accompanying the name of an agent designated in this Durable General Power of Attorney are intended only to assist in the location of that agent; they are not to be interpreted as circumstances which the agent must still have or possess in order to be eligible to act under this Durable General Power of Attorney.

38. Governing Law; Applicability to Foreign Jurisdictions. This Durable General Power of Attorney shall be governed by the laws of the State of California in all respects, including its validity, construction, interpretation, and termination, and to the extent permitted by law shall be applicable to all property (real, personal, intangible or mixed) owned by me and wherever situated (whether in this or another state of the United States or a foreign country) and whether such property is now owned by me or hereafter acquired by me or for me by my agent.

39. HIPAA Disclosure and Release Authority. I acknowledge my awareness of The Health Insurance Portability and Accountability Act of 1996 ("*HIPAA*"), Public Law 104-191, 42 United States Code §1320d, the Code of Federal Regulations, Sections 160-164, and the "*Privacy Rule*" promulgated by the United States Department of Health and Human Services. Specifically, I declare my understanding that *HIPAA* and the *Privacy Rule* are intended to protect my privacy and to set standards respecting the use and disclosure and release of my individually identifiable health information (also referred to in the *Privacy Rule* and hereinafter as "protected health information"), including demographic data which relates to (1) my past, present or future physical health or mental health or physical condition or mental condition, (2) the provision of health care to me, (3) the past, present or future payment for the provision of health care to me, and (4) which identifies me, or, as to which or through the use of which, there is a reasonable basis to believe I could be identified.

39.1 Agent is to be Regarded as "Personal Representative". I further acknowledge that

in order to exercise, and in the process of exercising, the powers an authorities I have granted my agent in this Durable General Power of Attorney, my designated agent may require access to and disclosure of certain of my individually identifiable health information and my otherwise protected health information. Therefore, I intend for my agent to be treated as I would be treated with respect to my rights regarding the use and disclosure and release of my individually identifiable health information and my otherwise protected health information, and I accordingly direct that all physicians, hospitals, other health care providers, health maintenance organizations, health insurance issuers, health plans, health plan providers, health care clearing houses, business associates of any of the foregoing, and all other covered entities (as the term "covered entities" is defined in the aforesaid *Privacy Rule*) recognize and treat my agent in all respects as my legally authorized "personal representative" as that term is defined in the aforesaid *Privacy Rule*.

39.2 Authorization to Disclose Protected Health Information. Accordingly, I hereby authorize:

(1) all hospitals, medical clinics, and other institutional providers of medical services or health services who have provided treatment or furnished services to me; (2) all physicians, psychiatrists, dentists, pharmacists, psychologists, laboratories, pharmacies, and all other health care practitioners and non-institutional providers of medical services or health services who have provided medical treatment or furnished medical services to me; (3) all health insurers, health maintenance organizations (HMO's), health plans and health plan providers, the Medical Information Bureau and other health care clearing houses, who have provided medical treatment or furnished medical services to or for me, or have paid the cost of my medical care, or have received or processed protected health information concerning me; and (4) any other any other person, organization, or covered entity, or any business associate of such covered entity, that furnishes, bills, or is paid for, medical services or health services or health care provided me, or is seeking payment from me for health care treatment or services provided me, or has received or processed protected health information concerning me;

to disclose, deliver, and release to my agent, or to my agent's designee, without limitation and without restriction:

(1) all of my individually identifiable health information, medical records or other protected health information regarding any past, present or future condition, treatment or service regarding my physical health or my mental health or my physical condition or my mental condition, (2) the provision of health care to me, (3) the past, present or future payment for the provision of health care to me, (4) my hospital records, physician records, and all other health and medical records pertaining to me, (5) my health plan coverages and benefits, my Medicare, Medi-Cal or Medicaid coverage and benefits, my health insurance coverage and benefits; (6) any and all of my designated record set(s), and (7) all other health or medical

information or otherwise protected health information pertaining to me;

which my agent may request.

39.3 Disclosure and Release Authority is Comprehensive. This disclosure and release authority applies without limitation and without restriction to any and all of my individually identifiable health information and protected health information as defined and governed by The Health Insurance Portability and Accountability Act of 1996 ("*HIPAA*"), Public Law 104-91, 42 United States Code §1320d, Code of Federal Regulations, Sections 160-164 and to any otherwise protected health information within the scope of the *Privacy Rule* promulgated by the United States Department of Health and Human Services, and any successor statutes, regulations, or departmental rules based thereon.

39.4 Authority Supersedes Prior Agreements Regarding Restrictions on Disclosure. The authority granted my agent under this paragraph shall supersede any prior agreement that I may have made with any health care providers or other covered entities to restrict access to or to limit disclosure of my individually identifiable health information, medical records, or other protected health information. The authority given my agent has no expiration date, and shall expire only in the event that (1) I revoke this authority in writing and deliver a copy of the written revocation to the health care provider or other covered entity in question, or (2) I revoke this Durable General Power of Attorney and evidence of that revocation has been provided to the health care provider or covered entity in question.

39.5 Authorization to Execute Consents, Waivers, Authorizations and to Direct Restrictions. In order to facilitate the authorizations set forth in this paragraph I further grant to my agent the power and authority to execute any form of written consent or waiver or further authorization which any health care provider or other covered entity may require prior to the disclosure and release of any of my individually identifiable health information or other protected health information. My agent shall also have the authority to reinstate or establish any pre-existing restrictions, or new restrictions, concerning the release and disclosure of any of my individually identifiable health information or other protected health information.

39.6 Waiver of Applicable Privileges. With respect to the disclosure and release of any of my individually identifiable health information or other protected health information to my agent, and my agent's use of the same, as well as the disclosure and release of my individually identifiable health information or other protected health information by my agent to persons and entities which and as my agent deems from time to time appropriate, I hereby waive all privileges which may be applicable to my individually identifiable health information, my protected health information, my medical records, and to any related communication concerning me which is made in the course of any confidential relationship recognized by law.

39.7 Authority to Direct Communications. I authorize my agent to request that health care providers and other covered entities communicate with my agent by means other than those which the health care provider or other covered entity typically utilizes, including, without limitation, a request that the health care provider or other covered entity communicate with my agent through such addresses and phone numbers which my agent may, from time to time, designate. I further authorize my agent to disclose, or direct the disclosure of, my individually identifiable health information and otherwise protected health information to such third persons as my agent shall deem appropriate.

39.8 Disclosing Parties Incur No Liability. No health care provider or other covered entity who complies with my agent's request for my individually identifiable health information or other protected health information shall incur any liability whatsoever to me, my estate, my heirs, my successors or assigns, or to my personal representatives, for complying with my agent's request for, and for disclosing to my agent, or my agent's designee, my individually identifiable health information or other protected health information.

40. Headings; Paragraph References. The headings of the paragraphs of this Durable General Power of Attorney are inserted for referential convenience only and shall not affect its construction or interpretation. Any reference in this Durable General Power of Attorney to a numbered paragraph shall include the subparagraphs thereof.

41. Severability. If any provision of this Durable General Power of Attorney is unenforceable, the remaining provisions shall nevertheless be considered valid and in full force and effect.

(the remainder of this page has intentionally been left blank)

Notice to Person Executing Durable Power of Attorney

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts:

Your agent (attorney-in-fact) has no duty to act unless you and your agent agree otherwise in writing.

This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf. This document does not give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, unless you specifically authorize the agent to accept or receive a gift.

Your agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney.

The powers you give your agent will continue to exist for your entire life time, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property.

You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.

This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either (1) the signing of the power of attorney or (2) the principal's signing or acknowledgment of his or her signature. A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

Executed on October 6, 2003.


PATRICIA MYERS

ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of California }
 } ss.
County of Contra Costa }

On October 6, 2003, before me, the undersigned, a notary public in and for said County and State, personally appeared PATRICIA MYERS 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 she executed it in her authorized capacity, and that by her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



[Handwritten Signature]

Notary Public for the State of California

CERTIFICATE OF PRINCIPAL'S LAWYER

I am a lawyer authorized to practice law in the state where this power of attorney was executed, and the principal was my client at the time this power of attorney was executed. I have advised my client of his or her rights in connection with this power of attorney and the applicable law and the consequences of signing or not signing this power of attorney, and my client, after being so advised, has executed this power of attorney.

Executed on October 6, 2003.

[Handwritten Signature]

F. MICHAEL HANSON, Attorney for
PATRICIA MYERS