

**DURABLE POWER OF ATTORNEY
FOR MANAGEMENT OF PROPERTY AND PERSONAL AFFAIRS**

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DURABLE POWER OF ATTORNEY

FOR MANAGEMENT OF PROPERTY AND PERSONAL AFFAIRS

I, _____, a resident of Los Angeles County, California, appoint _____ of 5211 Main Street, Los Angeles, California, whose telephone number is (818) _____, as my attorney in fact. If _____ dies, resigns, is unable to act because of incapacity, or is unwilling to act, I appoint _____ of 1234 Shepherd Street, Chevy Chase, Maryland whose telephone numbers are: home: (***) *** and _____ of 5678 Whitworth., Los Angeles, California 90019, whose telephone number is (***) _____ *jointly and severally* as my attorneys in fact. All references herein to "my attorney in fact" refer to the attorney in fact acting at the pertinent time.

I intend to create a Durable Power of Attorney (herein referred to as "this Power") pursuant to California Probate Code Section 4000 and following, specifically including the Uniform Durable Power of Attorney Act but specifically not including Section 4600 and following relating to health care. This Power is effective immediately upon its execution and shall not be affected by my subsequent disability or incapacity.

I give my attorney in fact the powers in Article One and elsewhere in this Power with the understanding that they will be used for my benefit and on my behalf and will be exercised only in a fiduciary capacity.

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ARTICLE ONE

POWERS

1.1. Real Property Transactions. I give my attorney in fact all of the powers listed below in this paragraph. All of the powers described in this paragraph are exercisable equally with respect to any interest in real property that I own when this Power is executed or that is acquired thereafter, whether the real property is located in this state or elsewhere.

(a) Acquisition. Accept as a gift or as security for a loan, reject, demand, buy, lease, receive, or otherwise acquire an interest in real property or a right incident to real property.

(b) Transfer. Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to the partitioning of, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease, sublease, or otherwise dispose of an interest in real property or a right incident to real property.

(c) Mortgages. Release, assign, satisfy, and enforce by litigation or otherwise, a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is asserted.

(d) Management. Do an act of management or conservation with respect to an interest in real property, or a right incident to real property, owned or claimed to be owned by me, including all of the following:

(1) Insuring against a casualty, liability, or loss.

(2) Obtaining or regaining possession, or protecting the interest or right, by litigation or otherwise.

(3) Paying, compromising, or contesting taxes or assessments, or applying for and receiving refunds in connection with taxes or assessments.

(4) Purchasing supplies, hiring assistance or labor, and making repairs or alterations in the real property.

(e) Improvements. Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which I have, or claim to have, an interest or right.

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(f) Reorganizations. Participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property and receive and hold shares of stock or obligations received in a plan of reorganization, and act with respect to them, including all of the following:

(1) Selling or otherwise disposing of them.

(2) Exercising or selling an option, conversion, or similar right with respect to them.

(3) Voting them in person or by proxy.

(g) Change in Form of Title. Change the form of title of an interest in or right incident to real property, including the creation or change in survivorship interests in the property I own or in property in which I have an interest.

(h) Public Use. Dedicate to public use, with or without consideration, easements or other real property in which I have, or claim to have, an interest or right.

1.2. Tangible Personal Property Transactions. I give my attorney in fact all of the powers listed below in this paragraph. All of the powers described in this paragraph are exercisable equally with respect to any tangible personal property that I own when this Power is executed or that is acquired thereafter, whether the personal property is located in this state or elsewhere.

(a) Acquisition. Accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property.

(b) Transfer. Sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease, sublease to others, or otherwise dispose of tangible personal property or an interest in tangible personal property.

(c) Security Interests. Release, assign, satisfy, or enforce by litigation or otherwise, a mortgage, security interest, encumbrance, lien, or other claim on my behalf, with respect to tangible personal property or an interest in tangible personal property.

(d) Management. Do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on my behalf, including all of the following:

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- (1) Insuring against casualty, liability, or loss.
- (2) Obtaining or regaining possession, or protecting the property or interest, by litigation or otherwise.
- (3) Paying, compromising, or contesting taxes or assessments, or applying for and receiving refunds in connection with taxes or assessments.
- (4) Moving from place to place.
- (5) Storing for hire or on a gratuitous bailment.
- (6) Using, altering, and making repairs or alterations.

1.3. Stock and Bond Transactions. I give my attorney in fact all of the powers listed below in this paragraph. All of the powers described in this paragraph are exercisable equally with respect to any interest in any stock, bond, mutual fund, and other type of security to which this paragraph refers, that I own when this Power is executed or that is acquired thereafter, whether located in this state or elsewhere.

- (a) Acquisition and Transfer. Buy, sell, and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments except commodity futures contracts and call and put options on stocks and stock indexes.
- (b) Evidence of Ownership. Receive certificates and other evidence of ownership with respect to securities.
- (c) Voting. Exercise voting rights with respect to securities, in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

1.4. Banking and Other Financial Institution Transactions. I give my attorney in fact all of the powers listed below in this paragraph. All powers described in this paragraph are exercisable equally with respect to any financial transaction to which this paragraph refers, engaged in by me when this Power is executed or that is engaged in thereafter, whether conducted in this state or elsewhere.

- (a) Existing Accounts. Continue, modify, and terminate an account or other banking arrangement made by me or on my behalf.

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- (b) Opening of Accounts. Establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, industrial loan company, brokerage firm, or other financial institution selected by my attorney in fact.
- (c) Establishing and Closing Safe Deposit Boxes. Hire or close a safe deposit box or space in a vault.
- (d) Contracting Services. Contract to procure other services available from a financial institution as my attorney in fact considers desirable.
- (e) Making Withdrawals. Withdraw by check, order, or otherwise my money or property deposited with or left in the custody of a financial institution.
- (f) Receiving Financial Statements. Receive bank statements, vouchers, notices, and similar documents from a financial institution, and act with respect to them.
- (g) Entering Safe Deposit Boxes. Enter a safe deposit box or vault and withdraw or add to the contents.
- (h) Borrowing Money. Borrow money at an interest rate agreeable to my attorney in fact and pledge as security my personal property as necessary in order to borrow, pay, renew, or extend the time of payment of any of my debts.
- (i) Checks, Drafts, and Negotiable or Nonnegotiable Paper. Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of mine, or payable to me or to my order, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon me and pay it when due.
- (j) Receiving Negotiable or Nonnegotiable Instruments. Receive for me and act upon a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument.
- (k) Letters of Credit, Credit Cards, and Travelers Checks. Apply for and receive letters of credit, credit cards, and traveler's checks from a financial institution, and give an indemnity or other agreement in connection with letters of credit.
- (l) Extensions to Pay. Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

1.5. Business Operating Transactions. I give my attorney in fact all of the powers listed below in this paragraph. All powers described in this paragraph are exercisable equally with respect to any business in which I am interested when this Power is executed or in which I become interested thereafter, whether conducted in this state or elsewhere.

(a) Operation and Transfer. Operate, buy, sell, enlarge, reduce, and terminate a business interest.

(b) Partnerships and Limited Liability Companies. To the extent that an agent is permitted by law to act for a principal, member or manager and subject to the terms of the partnership agreement or LLC operating agreement:

(1) Perform a duty or discharge a liability and exercise a right, power, privilege, or option that I have, may have, or claim to have under a partnership agreement or LLC operating agreement, whether or not I am a partner, member or manager.

(2) Enforce the terms of a partnership agreement or LLC operating agreement by litigation or otherwise.

(3) Defend, submit to arbitration, settle, or compromise litigation to which I am a party because of membership in the partnership or LLC.

(c) Bonds, Shares, and Other Instruments. Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option that I have or claim to have as the holder of a bond, share, or other instrument of similar character, and defend, submit to arbitration, settle, or compromise litigation to which I am a party because of a bond, share, or similar instrument.

(d) Sole Proprietorship. With respect to any business that I solely own:

(1) Continue, modify, renegotiate, extend, and terminate a contract made with an individual or a legal entity, firm, association, or corporation by me or on my behalf with respect to the business before execution of this Power.

(2) Determine the policy of the business as to (A) the location of its operation; (B) the nature and extent of its business; (C) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation; (D) the amount and types of insurance carried; and (E) the mode of engaging, compensating, and dealing with its accountants, attorneys, and other agents and employees.

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(3) Change the name or form of organization under which the business is operated, and enter into a partnership agreement with other persons or organize a corporation to take over all or part of the operation of the business.

(4) Demand and receive money due or claimed by me or on my behalf in the operation of the business, and control and disburse the money in the operation of the business.

(e) Expansion. Put additional capital into a business in which I have an interest.

(f) Reorganization. Join in a plan of reorganization, consolidation, or merger of the business.

(g) Sale or Liquidation. Sell or liquidate a business or part of it at the time and upon the terms my attorney in fact considers desirable.

(h) Buy-Out Agreements. Represent me in establishing the value of a business under a buy-out agreement to which I am a party.

(i) Reports. Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business that are required by a governmental agency or instrumentality or that my attorney in fact considers desirable, and make related payments.

(j) Taxes. Pay, compromise, or contest taxes or assessments and do any other act that my attorney in fact considers desirable to protect me from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after this Power is executed.

1.6. Insurance and Annuity Transactions. I give my attorney in fact all of the powers listed below in this paragraph. All powers described in this paragraph are exercisable with respect to any contract of insurance or annuity in which I am in any way interested, whether made in this state or elsewhere.

(a) Existing Personal Coverage. Continue, pay the premium or assessment on, modify, rescind, release, or terminate any contract procured by me or on my behalf that insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract.

(b) Procuring New Coverage. Procure new, different, and additional contracts of insurance and annuities for me and my dependents, and select the amount, type of insurance or annuity, and mode of payment.

(c) Paying Premiums for New Coverage. Pay the premium or assessment on, modify, rescind, release, or terminate a contract of insurance or annuity procured by my attorney in fact.

(d) Beneficiary Designation. Designate the beneficiary of the contract, including the power to designate herself/themselves as the beneficiary(ies) of the contract, or an extension, renewal, or substitute for the contract, regardless of whether the contract was procured by me or by my attorney in fact.

(e) Borrowing. Apply for and receive a loan on the security of the contract of insurance or annuity.

(f) Surrendering. Surrender and receive the cash surrender value.

(g) Elections. Exercise an election.

(h) Manner of Paying Premiums. Change the manner of paying premiums.

(i) Conversion. Change or convert the type of insurance contract or annuity as to any insurance contract or annuity to which I have or claim to have a power described in this paragraph.

(j) Beneficiary Change. Change the beneficiary of a contract of insurance or annuity, including the power to designate herself/themselves as the beneficiary(ies), regardless of whether the contract of insurance or annuity was procured by me or by my attorney in fact.

(k) Governmental Aid. Apply for and procure government aid to guarantee or pay premiums of a contract of insurance on my life.

(l) Transfer. Collect, sell, assign, hypothecate, borrow upon, or pledge my interest in a contract of insurance or annuity.

(m) Taxes. Pay from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

1.7. Retirement Plan Transactions. I give my attorney in fact all of the powers listed below in this paragraph. All powers described in this paragraph are exercisable with respect to any retirement plan in which I am in any way interested, whether the plan is in this state or elsewhere.

- (a) Select Payment Options. Select payment options under any retirement plan in which I participate, including plans for self-employed individuals, including the power to designate herself as the beneficiary.
- (b) Beneficiary Designations. Designate beneficiaries under retirement plans and change existing designations, including the power to designate herself/themselves as the beneficiary(ies).
- (c) Voluntary Contributions. Make voluntary contributions to retirement plans.
- (d) Investment Powers. Exercise the investment powers available under any self-directed retirement plan.
- (e) Rollovers. Make rollovers of plan benefits into other retirement plans.
- (f) Borrow, Buy, and Sell. If authorized by the plan, borrow from, sell assets to, and purchase assets from the plan.

1.8. Estate, Trust, or Other Beneficiary Transactions. I give my attorney in fact all of the powers listed below in this paragraph so that my attorney in fact may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which I am, may become, or claim to be entitled, as a beneficiary, to a share or payment, whether such matters deal with property located in this state or elsewhere. The powers described in this paragraph do not include the power to create, modify, or revoke trusts.

- (a) Payments. Accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund.
- (b) Claims. Demand or obtain by litigation or otherwise money or other thing of value to which I am, may become, or claim to be entitled by reason of the fund.

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- (c) Participation in Proceedings. Initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest.
- (d) Removal of Fiduciary. Initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary.
- (e) Investments and Disbursements. Conserve, invest, disburse, and use anything received for an authorized purpose.
- (f) Transfer to Revocable Trust. Transfer an interest of mine in real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of a revocable trust created by me as settlor.
- (g) Contingent Interests. Convey or release any contingent or expectant interests in property, including marital property rights, and any rights of survivorship incident to joint tenancy or tenancy by the entirety.
- (h) Probate Code Section 13502 or 13503 Election. Make any election or election and agreement referred to in California Probate Code Section 13502 or 13503.

1.9. Power to Create, Modify, or Revoke Trusts for My Benefit and Benefit of My Dependents. I give my attorney in fact the power to establish any trust with my assets for my benefit and the benefit of my wife, my issue, and any other of my dependents, or one or more of us, upon such terms as my attorney in fact determines are necessary or proper; transfer any asset in which I have an interest to any such trust or to any such trust that I have created; and exercise in whole or in part, release, or let lapse any power I may have as an individual and not as a fiduciary under any trust whether or not created by me, including any power of appointment, amendment, revocation, or withdrawal, but subject to the limitation that a trust that I have created may be modified or revoked by my attorney in fact only if it is expressly permitted by the trust instrument. My attorney in fact may be trustee of any trust established by her.

1.10. Resignation From Fiduciary Positions. I give my attorney in fact the power to resign from any fiduciary position to which I have been or may be in the future named, appointed, nominated, or elected, including by way of illustration, but not of restriction, the positions of executor, administrator, personal representative, trustee, attorney in fact, guardian, director or officer of a corporation, or governmental position or office; and to take whatever steps are necessary to accomplish such resignation, for example, by rendering an accounting or appearing in court to receive approval for such action, as appropriate.

1.11. Claims and Litigation. I give my attorney in fact all of the powers listed below in this paragraph. All powers described in this paragraph are exercisable equally with respect to any claim or litigation existing when this Power is executed or arising thereafter, whether existing or arising in this state or elsewhere.

(a) Actions. Assert and prosecute before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, cross-complaint, or offset, and defend against an individual, a legal entity, or government, including suits to recover property or other thing of value, to recover damages sustained by me, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief.

(b) Intervention and Interpleader. Bring an action to determine adverse claims, intervene in litigation, and act as amicus curiae.

(c) Provisional Remedies, Enforcement of Judgments, and Participation in Proceedings. In connection with litigation:

(1) Procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief, and use any available procedure to effect, enforce, or satisfy a judgment, order, or decree.

(2) Perform any lawful act, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding me in litigation.

(d) Settlement. Submit to arbitration, settle, and propose or accept a compromise with respect to a claim or litigation.

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(e) Procedure. Waive the issuance and service of process upon me; accept service of process; appear for me; designate persons upon whom process directed to me may be served; execute and file or deliver stipulations on my behalf; verify pleadings; seek appellate review; procure and give surety and indemnity bonds; contract and pay for the preparation and printing of records and briefs; receive and execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation.

(f) Bankruptcy. Act for me with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, concerning me or some other person, or with respect to a reorganization proceeding, or with respect to an assignment for the benefit of creditors, receivership, or application for the appointment of a receiver or trustee, that affects an interest of mine in property or other thing of value.

(g) Payments. Pay a judgment against me or a settlement made in connection with litigation, and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

1.12. Tax Matters. I give my attorney in fact all of the powers listed below in this paragraph.

(a) Preparation and Filing of Documents. Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, FICA returns, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents (including consents and agreements under Internal Revenue Code Section 2032A or any successor section), closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to any tax year for which the statute of limitations has not run and to the tax year in which this durable power of attorney was executed and any subsequent tax year.

(b) Paying and Contesting Amounts. Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority.

(c) Exercising Elections. Exercise any election I may have under federal, state, local, or foreign tax law.

(d) Acting in Tax Matters. Act for me in all tax matters before the Internal Revenue Service and any other taxing authority.

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1.13. Personal and Family Maintenance. I give my attorney in fact all of the powers listed below in this paragraph. All powers described in this paragraph are exercisable equally whether the acts required for their execution relate to property that I own when this Power is executed or that is acquired thereafter, and whether the acts are performed or property is located in this state or elsewhere. If I have authorized my agent under my power of attorney for health care (advance directive) to provide for my personal care or to make arrangements for a funeral or memorial service and/or burial arrangements for me, my attorney in fact shall pay any expenses incurred as a result of those arrangements as directed by my health care agent, and is hereby released from any and all liability for making those payments.

(a) Support. Do the acts necessary to maintain my customary standard of living and the customary standard of living of my wife, my children, and other individuals customarily or legally entitled to my support, including providing living quarters by purchase, lease, or other contract, or paying the operating costs, including interest, amortization payments, repairs, and taxes, on premises owned by me and occupied by my wife, my children, or other dependents.

(b) Domestic Help, Travel, and Necessities. Provide for the individuals described in subparagraph (a) all of the following:

(1) Normal domestic help.

(2) Usual vacations and travel expenses.

(3) Funds for shelter, clothing, food, appropriate education, and other current living costs.

(c) Medical Care. Pay for my medical care as directed by my health care agent under my power of attorney for health care (advance directive), for which payments my attorney in fact shall hereby be released from any and all liability, and pay for the individuals described in subparagraph (a) necessary medical, dental, and surgical care, hospitalization, and custodial care.

(d) Transportation. Continue any provision made by me, for the individuals described in subdivision (a), for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them.

(e) Charge Accounts. Maintain or open charge accounts for the convenience of the individuals described in subparagraph (a) and open new accounts my attorney in fact considers desirable to accomplish a lawful purpose.

(f) Church and Organization Affiliations. Continue payments incidental to my membership in or affiliation with a church, club, society, order, or other organization and continue contributions to those organizations.

(g) Religious or Spiritual Needs. Continue payments incidental to my membership in religious or other spiritual organizations as directed by my agent under my power of attorney for health care (advance directive), for which payments my attorney in fact shall hereby be released from any and all liability, and pay for my access to their activities and publications, including books, tapes, and similar materials.

(h) Funeral and Burial. Make payments during my lifetime for my funeral or other memorial service and for burial or cremation of my remains, including the purchase of a burial plot or other place for interment of my remains or ashes, as directed by my agent under my power of attorney for health care (advance directive), for which payments my attorney in fact shall hereby be released from any and all liability.

1.14. Gifts. I give my attorney in fact the power to make gifts, grants, or other transfers without consideration, of cash or other property, either outright or in trust, including the forgiveness of indebtedness, in accordance with the provisions in this paragraph.

(a) Attorney in Fact's Discretion. Gifts may be made to those persons and organizations as my attorney in fact in her discretion chooses.

(b) Gifts to Attorney in Fact Limited to "5 or 5" Amount. Notwithstanding any other provision in this paragraph, my attorney(s) in fact may make gifts to herself/themselves, but any such gifts may not exceed in any calendar year the greater of five thousand dollars (\$5,000) or five (5) percent of the assets subject to this Power.

(c) Payment of Gift Tax. My attorney in fact may pay any gift tax that may arise by reason of any gift made.

(d) Gift Splitting. My attorney in fact may consent to the splitting of gifts under Internal Revenue Code Section 2513, or successor sections, if my wife makes gifts to any one or more of my descendant or to a charitable institution.

1.15. Government Benefits. I give my attorney in fact all of the powers listed below in this paragraph. All powers described in this paragraph are exercisable equally with respect to benefits from social security, Medicare, Medicaid, or other governmental programs, or civil or military service, existing when this Power is executed or accruing thereafter, whether existing or accruing in this state or elsewhere.

(a) Execution of Vouchers. Execute vouchers in my name for allowances and reimbursements payable to me by the United States or a foreign government or by a state or subdivision of a state, including allowances and reimbursements for my transportation and transportation of my wife, my children, and other individuals customarily or legally entitled to my support, and for shipment of our household effects.

(b) Possession of Property. Take possession and order the removal and shipment of my property from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private; and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose.

(c) Benefits. Prepare, file, and prosecute my claim to a benefit or assistance, financial or otherwise, to which I claim to be entitled under a statute or governmental regulation.

(d) Actions. Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive.

(e) Receipt of Proceeds. Receive the financial proceeds of a claim of the type described in this paragraph; conserve, invest, disburse, or use anything received for a lawful purpose.

(f) Self Dealing Authorized. For the purposes of public benefits planning, my agent is authorized 1) to purchase any of my assets at fair market value, 2) to transfer any of my assets, and/or 3) to engage in any transactions which the agent considers in my best interest and in furtherance of the public benefits planning goals, irrespective any concurrent interest or benefit which may be conferred thereby to my agent personally.

(g) Removal of Assets from Trust. If any of my assets are held in a revocable trust, my agent is authorized to remove those assets from such trust, the extent that is necessary to effect any of the above-described transfer of assets, or for general eligibility purposes.

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1.16. Nomination of Conservator. If at any time proceedings are initiated for the appointment of a conservator of my person or my estate or both, I hereby nominate the following person: _____, or my alternate agents named under this Power of Attorney document as co-conservators. I hereby waive the requirement of a bond if the person nominated above is appointed as conservator. I request that, if the person nominated above is appointed conservator of my estate by a court of this state, the court make an order granting to such person all or as many of those independent powers listed in California Probate Code Section 2591 as the court shall find appropriate.

1.17. Incidental Powers. In connection with the exercise of any of the powers described in the preceding paragraphs, I give my attorney in fact all of the powers listed below in this paragraph. All powers described in this paragraph are exercisable equally with respect to any of my interests, rights, and obligations existing when this Power is executed or arising thereafter, whether in this state or elsewhere.

(a) Claims. Demand, receive, and obtain by litigation or otherwise, money or other thing of value to which I am, may become, or claim to be entitled; and conserve, invest, disburse, or use anything so received for the purposes intended.

(b) Contracts. Contract in any manner with any person, on terms agreeable to my attorney in fact, to accomplish a purpose of a transaction, and perform, rescind, reform, release, or modify the contract or another contract made by me or on my behalf.

(c) Execution, Acknowledgment, and Delivery. Execute, acknowledge, seal, and deliver a deed, revocation, mortgage, lease, notice, check, release, or other instrument my attorney in fact considers desirable to accomplish a purpose of a transaction.

(d) Actions. Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in my favor or against me or intervene in litigation relating to the claim.

(e) Court Assistance. Seek on my behalf the assistance of a court to carry out an act authorized by this Power.

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(f) Employment. Engage, compensate, and discharge an attorney, accountant, expert witness, or other assistant.

(g) Recordkeeping. Keep appropriate records of each transaction, including an accounting of receipts and disbursements.

(h) Preparation and Filing of Documents. Prepare, execute, and file a record, report, or other document my attorney in fact considers desirable to safeguard or promote my interest under a statute or governmental regulation.

(i) Other Lawful Acts. In general, do any other lawful acts with respect to the power being exercised, it being my intention that, in connection with the exercise of that power, my attorney in fact shall have full authority, to the extent that a principal can act through an agent, to take all actions that she believes necessary, proper, or convenient, to the extent that I could take such actions myself.

ARTICLE TWO

AMPLIFYING PROVISIONS

2.1. HIPAA Release Provision. When in the process of determining my capacity, all individually identifiable health information and medical records may be released to the person who is nominated as my attorney in fact, to include any written opinion relating to my incapacity that the person so nominated may have requested. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164, and applies even if that person has not yet been appointed attorney in fact.

2.2. Reimbursement for Costs and Expenses. My attorney in fact shall be entitled to reimbursement from my property for expenditures properly made in the execution of any of the powers conferred by me in this Power. My attorney in fact shall keep records of any such expenditures and reimbursement.

2.3. Reliance by Third Parties. To induce third parties to act in accordance with the powers granted to my attorney in fact in this document, I represent and warrant that:

(a) If this document is revoked or amended for any reason, I, my estate, my heirs, successors, and assigns will hold any third party harmless from any loss suffered, or liability incurred, by the third party in acting in accordance with this document before the third party's receipt of written notice of termination or amendment.

(b) The powers conferred on my attorney in fact may be exercised alone and my attorney in fact's signature or act under the authority granted in this document may be accepted by third parties as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf.

(c) No person who acts in reliance upon any representation of my attorney in fact as to the scope of my attorney in fact's authority granted under this document shall incur any liability to me, my estate, my heirs, successors, or assigns for permitting my attorney in fact to exercise any such power, nor shall any person who deals with my attorney in fact be responsible to determine or ensure the proper application of funds or property.

(d) My attorney in fact shall make any payments required for the provision and/or release of information or photocopies of any records to my agent under my power of attorney for health care (advance directive) regarding my personal affairs or my physical or mental health, including medical, dental, and hospital records, as directed by my health care agent. My attorney in fact shall hereby be released from any and all liability for making any such payments.

2.4. Ratification. I ratify and confirm all that my attorney in fact does or causes to be done under the authority granted in this Power. All contracts, promissory notes, checks, or other bills of exchange, drafts, other obligations, stock powers, instruments, and other documents signed, endorsed, drawn, accepted, made, executed, or delivered by my attorney in fact shall bind me, my estate, my heirs, successors, and assigns.

2.5. Exculpation of My Attorney in Fact. My attorney in fact shall not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but shall be liable for any willful misconduct or gross negligence.

2.6. Revocation and Amendment. I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this document and to substitute other attorneys in fact in place of my attorney in fact. Amendments to this document shall be made in writing by me personally (not by my attorney in fact) and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

2.7. Waiver of Privileges. This instrument was prepared for me by Law Office of Barbara Bergstein (“the Firm”). I understand that the Firm’s subsequent concurrent representation of my agent and me would create a situation where a conflict of interest exists or may arise. I understand that, under the ethical rules governing attorneys in California, the Firm may not represent my agent under such circumstances without my informed written consent and that, in the absence of such consent, the Firm would be required to refer my agent to another attorney. I understand that such adverse consequences may include, without limitation, the fact that matters which the Firm discusses either with my agent or me alone would not be protected by the attorney-client privilege from disclosure to the other; that if a difference of opinion arose concerning my proposed estate plan, the Firm could point out the advantages and disadvantages of such differing opinions but could not advocate one position over the other; and if an actual conflict arose between my agent and me of such a nature that it is impossible in the Firm’s judgment to perform its obligations to both my agent and me, it would become necessary for the Firm to withdraw as joint attorney and to advise my agent to seek independent counsel, with the likelihood that additional attorneys fees would be incurred.

Furthermore, because I believe that the Firm is likely to have a greater knowledge and understanding of my wishes and desires with respect to the administration and distribution of my estate than would another attorney if the firm were precluded from representing my agent, it is my desire that the Firm not be precluded by ethical constraints from discussing matters relating to my estate planning with my agent and, if my agent so desires, from agreeing to represent my agent in his or her capacity as agent under this instrument. The foregoing shall not be construed as directing or obligating my agent to hire the Firm, but is merely intended to allow my agent to exercise that choice if my agent so desires, recognizing that my agent may hire any attorney he or she wishes to advise my agent concerning the duties and responsibilities as agent under this instrument. To that end, I expressly waive any potential conflict of interest in the event my agent wishes to hire the Firm to represent my agent concerning my agent's duties and responsibilities under this instrument, notwithstanding the potential adverse consequences of such joint representation described hereinabove.

Without limiting the generality of the foregoing, because I consider the provisions of this instrument that authorize my agent to make death-bed gifts to be an integral aspect of my estate plan, and because I recognize that, by their very nature, such gifts are often made under exigent circumstances (such as impending death), I hereby specifically consent to the joint representation of both my agent and me with respect to the making of such gifts under authority granted in this instrument, notwithstanding the potential conflict of interest and notwithstanding the potential adverse consequences of such joint representation.

ARTICLE THREE

GENERAL PROVISIONS

3.1. Signatures of Attorney in Fact. My attorney in fact shall use the following form when signing on my behalf pursuant to this Power: " _____ by _____, his attorney in fact."

My attorneys in fact shall use the following form when signing on my behalf pursuant to this Power: " _____ by _____ and/or _____, his attorneys in fact."

3.2. Photostatic Copies. Persons dealing with my attorney in fact may rely fully on a photostatic copy of this Power.

3.3. Severability. If any of the provisions of this Power are found to be invalid for any reason, such invalidity shall not affect any of the other provisions of this Power, and all invalid provisions shall be wholly disregarded.

3.4. Governing Law. All questions pertaining to validity, interpretation, and administration of this Power shall be determined in accordance with the laws of California.

3.5. Explanation of Durable Power for Property Management. I understand that this Power is an important legal document. Before executing this document, my lawyer explained to me the following:

(a) This document provides my attorney in fact with broad powers to dispose of, sell, convey, and encumber my real and personal property.

(b) The powers granted in this Power will exist for an indefinite period of time unless I limit their duration by the terms of this Power or revoke this Power. These powers will continue to exist notwithstanding my subsequent disability or incapacity.

(c) I have the right to revoke or terminate this Power at any time.

This Durable Power of Attorney is executed by me on _____, 2010 at Studio City, California.

ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On _____ before me, _____,
a notary public, personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument, the person, or the entity upon behalf of which the person acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(SEAL)

LAWYER'S CERTIFICATE

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 concerning his 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.

Dated: _____

Barbara Bergstein

Law Firm: LAW OFFICE OF BARBARA BERGSTEIN

Address: 4400 Coldwater Canyon, Suite 300, Studio City, California 91604

Telephone Number: (818) 995-1120

STATEMENT OF _____

I, _____, am the principal under a Durable Power of Attorney for Property Management and Personal Affairs, which was prepared for me by Barbara Bergstein and which I am executing at the same time that I am executing this statement. I hereby acknowledge that Barbara Bergstein advised me fully concerning my rights in connection with this Durable Power of Attorney for Property Management and Personal Affairs and explained the applicable law and the consequences of signing or not signing this Durable Power of Attorney for Property Management and Personal Affairs. I have been shown and have read the warnings contained in subdivision (a) of California Probate Code Section 4128, a copy of which is attached hereto and which I have initialed.

Executed on _____, 2010, at Studio City, California.

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.

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 LIFETIME, 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. _____

Initials