

DURABLE POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY, I, Karen R. Hawkins, a resident of Ventura County, California, hereby constitute and appoint my husband, Daniel T. Hawkins as my true and lawful attorney-in-fact ("Agent") to act for me in my name as authorized in this Power of Attorney.

ARTICLE 1 EFFECTIVE DATE

This Power of Attorney shall become effective only in the event that I become incapacitated or disabled so that I am not able to manage my financial affairs. The determination of whether I lack the capacity to manage my financial affairs shall be made in writing by a licensed physician. (No licensed physician who executes a medical opinion of incapacity shall be subject to liability because of such execution. I hereby waive any privilege that may apply to the release of information included in such medical opinion.) In such event, this Power of Attorney shall become effective as of the date of the written statement by a physician, such as provided in Attachment 1. Third parties may rely on the authority of the Agent without further evidence of incapacity when this instrument is presented with such physician's statement attached. If this Power of Attorney becomes effective, it shall remain effective during any period when I am incapacitated or disabled until my death, or until revoked by me.

ARTICLE 2 SUCCESSOR AGENT

2.1 Designation of Successor Agent. If for any reason Daniel T. Hawkins is or becomes unable or unwilling to serve as my Agent under this Power of Attorney, or is unavailable to act as my Agent, or if I revoke my Agent's appointment or authority to act as my Agent under this Power of Attorney, then I designate the following persons to serve as my Agent, in the order listed below, as authorized under this Power of Attorney: William C. Hawkins and Dianne Antranikian. All provisions in this Power of Attorney applicable to the initial Agent shall likewise be applicable to each successor Agent.

2.2 Withdrawal or Resignation of My Agent. My Agent may withdraw or resign as my Agent at any time by giving written notice to me. If at the time an Agent wishes to withdraw or resign, he or she is my sole Agent and I am unable for any reason to appoint a successor Agent and no Agent is designated under Section 2.1, in such event, prior to his or her withdrawal or resignation, my Agent shall appoint his or her successor to serve under this Power of Attorney, and his or her withdrawal or resignation shall be effective upon his or her obtaining the written acceptance of the successor Agent. In such case, a resignation signed by the Agent and a document signed by him or her appointing or designating his or her successor shall be attached to this Power of Attorney. Third parties who deal with the successor Agent shall be entitled to rely on the original Power of Attorney instrument with any such document attached.

**ARTICLE 3
REVOCATION AND AMENDMENTS**

I reserve the right to amend or revoke this Power of Attorney at any time while I am not incapacitated by giving written notice to the Agent.

**ARTICLE 4
AUTHORITY OF AGENT**

Except as expressly limited in this Power of Attorney, I hereby grant to my Agent, acting directly for me or on my behalf, the full power and authority to act for me and in my name, in any lawful way that I myself could act if I were personally present. My Agent shall have the power and authority to do, execute, and perform each and every act, deed, matter, or thing, that in his best judgment ought to be done, executed, or performed in conjunction with this Power of Attorney, of every kind and nature as fully and effectively as if I were personally present. The enumeration of specific items, acts, rights, or powers in this Power of Attorney does not limit or restrict the powers or authority of the Agent, and is not to be construed or interpreted as limiting or restricting the general powers granted to the Agent, except where such powers are expressly restricted. In exercising the authority granted under this Power of Attorney, the powers of my Agent shall include, but shall not be limited to, the powers set forth in ARTICLE 5.

**ARTICLE 5
POWERS OF AGENT**

My Agent shall have the following powers, to be exercised in his discretion on my behalf. These powers shall not supersede or replace those powers delegated to the trustees of any living trust by me.

5.1 Dealing with Real and Personal Property.

- (a) My Agent shall have the power to enter into agreements or transactions (1) to acquire or accept, by gift or purchase, any interest in real or personal property, on my behalf; (2) to sell, transfer, exchange, convey, or dispose of any interest in real or personal property, for cash or on credit, at public or private sale; (3) to lease real or personal property on my behalf, as either lessor or lessee, for any duration; and (4) to mortgage, deed in trust, pledge, or otherwise encumber property on my behalf.
- (b) My Agent shall have the power to deal with banks and other financial institutions on my behalf, including the power to establish, continue, modify, and terminate an account or other banking arrangement made with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution.
- (c) In dealing with securities owned by me, my Agent shall have the authority to direct the purchase, sale, investment, reinvestment, or exchange, of all

stocks, bonds, mutual funds, debentures, warrants, partnership interests, rights, and all other types of securities and financial instruments owned by me. My Agent shall also have the authority to exercise all voting rights with respect to securities owned by me, and to enter into voting trusts on my behalf.

- (d) My Agent shall have the power to enter into any agreement for the management, development, reorganization, improvement, exchange, partition, or abandonment of any interest in real or personal property, including businesses or entities in which I own an interest, and to change the character of ownership or manner of holding title of any interest in property owned by me.
- (e) My Agent shall have the power to take such actions as may be necessary to protect or preserve any interest in real or personal property, including (1) insuring the property against a casualty, liability, or loss; (2) obtaining or regaining possession of my property, by litigation or otherwise; and (3) paying, compromising, or contesting claims, including taxes or assessments.
- (f) My Agent shall have the power to represent me in dealing with all governmental agencies, and to prepare, execute, and file on my behalf with any governmental agency, any record, report, or other document, that the Agent considers desirable to safeguard or promote my interests.

5.2 Dealing with Tax Matters.

- (a) My Agent shall have the power to act for me in all tax matters for all periods before the Internal Revenue Service and any other taxing authority. Incidental to such power, my Agent shall have the power to cause the payment of taxes, assessments, and other government imposed obligations.
- (b) My Agent shall have the power (1) to cause the preparation and filing of all income and other state and federal tax returns that I am or may be required to file; (2) to sign my name on tax returns, including without limitation Forms IRS 1040 and FTB 540; (3) to hire preparers and advisors and pay them for their services; and to do whatever is necessary to protect my assets from assessments for income taxes and other taxes for all years. My Agent is specifically authorized to receive confidential information, 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;

and to delegate authority or substitute another representative with respect to all of the above matters.

5.3 Estate Planning.

- (a) My Agent shall have the power to make additions and transfer assets to any and all revocable living trusts of which I am or become a settlor.
- (b) My Agent shall have the power to make gifts, grants, or other transfers without consideration to or for the benefit of my spouse or descendants or a charitable organization, or any one or more of them, either outright or in trust, including (1) annual gifts to the full extent of the federal annual gift tax exclusion then in effect under Internal Revenue Code Section 2503(b); (2) direct payments to the provider for tuition and medical expenses under Internal Revenue Code Section 2503(e); and (3) charitable pledges. My Agent shall have the power to consent to the splitting of gifts under Internal Revenue Code Section 2513, if my spouse makes gifts to any one or more of my descendants or to a charitable institution; and pay any gift tax that may arise by reason of those gifts.
- (c) My Agent shall have the authority to exercise, in whole or in part, release, or let lapse any power I may have under any trust whether or not created by me, including any power of appointment, revocation, or withdrawal, but a trust created by me may only be modified or revoked by the Agent if permitted in the trust instrument.

ARTICLE 6 LIMITATION ON AUTHORITY OF AGENT

Notwithstanding the broad powers and authority granted to the Agent under ARTICLE 4, the following limitations shall apply. The Agent shall not take any actions under this Power of Attorney without first consulting with me and obtaining my instructions and directions, provided I am physically and mentally capable of giving such instructions and directions. If I am physically and mentally capable of giving such instructions and directions, the Agent shall follow such instructions and directions, without any personal liability whatsoever. If, however, I am not physically and mentally capable of giving the Agent instructions or directions, the Agent shall have the authority, in the exercise of his absolute discretion, to consult with my husband or my children regarding any actions the Agent proposed to take under this Power of Attorney. Notwithstanding the foregoing, the Agent shall have no duty or obligation to consult with my husband or any of my children regarding actions to be taken under this Power of Attorney.

ARTICLE 7
LIMITATION ON LIABILITY OF AGENT

Notwithstanding any other provision of this Power of Attorney, neither my initial Agent nor any alternate or successor Agent shall incur any liability to me or my estate, heirs, beneficiaries, successors, or assigns for acting or refraining to act under this Power of Attorney in good faith, except where the Agent's actions constitute willful misconduct or gross negligence. Neither my Agent nor any successor Agent shall have any duty or responsibility to take any actions authorized or exercise any powers granted under this Power of Attorney without specific directions or instructions from me, or to make any of my assets productive of income, to increase the value of my property and estate, to diversify my investments, or to enter into any other transactions authorized by this Power of Attorney. I acknowledge that no person serving as my Agent is, by serving in such capacity, thereby assuming any duty or responsibility whatsoever for the management, administration, protection, preservation, or investment of my property.

ARTICLE 8
RATIFICATION OF ACTIONS

The powers conferred on my Agent by this Power of Attorney are exercisable by my Agent alone. The signature of my Agent under the authority granted in this Power of Attorney may be accepted by any third party or organization 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. I hereby ratify and confirm all that my Agent, or his successors or substitutes, shall do or cause to be done by virtue and authority of this Power of Attorney and the rights and powers granted herein. I further confirm that each and every action taken by my Agent under this Power of Attorney shall be binding upon me and my estate, heirs, beneficiaries, successors, and assigns.

ARTICLE 9
RELIANCE BY THIRD PARTIES

In order to induce reliance by third parties on this Power of Attorney, it is agreed and understood that no person or organization who relies on the authority of my Agent under this Power of Attorney or any representation my Agent makes regarding his authority, shall incur any liability to me, my estate, heirs, beneficiaries, successors, or assigns because of such reliance on this Power of Attorney or on any such representation by my Agent, including, but not limited to: (1) the fact that this Power of Attorney has not been revoked; (2) that I was competent to execute this Power of Attorney; or (3) the authority of my Agent under this Power of Attorney. I and my estate, heirs, beneficiaries, successors, and assigns will hold such party or parties harmless from any loss suffered or liability incurred because of such reliance. Any third party receiving a duly-executed copy or photocopy of this Power of Attorney may act in reliance on such copy or photocopy. A copy of this document has the same effect as the original. Any revocation or termination of this Power of Attorney, by operation of law or otherwise, shall not be effective as to such third party unless and until such third party receives actual notice or knowledge of my death or such revocation or termination.

ARTICLE 10
ACCESS TO INFORMATION AND RECORDS

Any third party from whom my Agent may request information, records, or other documents regarding my personal affairs is authorized and directed to release and deliver all such information, records, or documents to my Agent. As to my Agent, I hereby waive any and all privileges that may apply to the release of such information, records, or other documents.

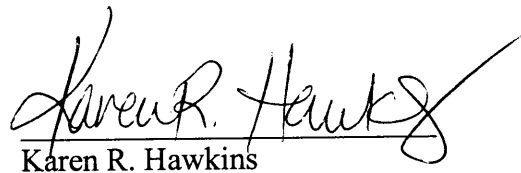
ARTICLE 11
TERMINATION

Unless earlier revoked by me, this Power of Attorney shall terminate on my death, and my assets shall be distributed to the duly appointed personal representatives of my estate; or, if no estate is being administered, to the persons who lawfully take my assets without the necessity of administration, when they have supplied my Agent with satisfactory documents as provided by law.

ARTICLE 12
DECLARATION BY PRINCIPAL

I declare that I have read this durable Power of Attorney, and understand its importance. I recognize that Daniel T. Hawkins, as my Agent, is granted broad power to hold, administer, and control my property. I also recognize that this durable Power of Attorney will become effective upon my incapacity and will continue during such incapacity until revoked or terminated by death.

IN WITNESS WHEREOF, I have executed this Power of Attorney on October 30, 2007.


Karen R. Hawkins

STATE OF CALIFORNIA)

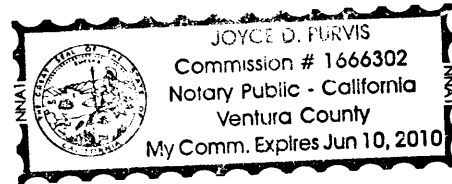
COUNTY OF VENTURA)

On October 30, 2007, before me, Joyce Purvis, Notary Public, personally appeared Karen R. Hawkins, 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 the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Joyce D. Purvis

NOTARY PUBLIC



Attachment 1

DETERMINATION OF INCAPACITY

I, _____, declare as follows:

I am a physician licensed to practice medicine in the State of California. I am Karen R. Hawkins's attending physician. I have examined Karen R. Hawkins. It is my professional opinion and conclusion that Karen R. Hawkins is incapacitated, is unable to handle her own financial affairs, and requires the services of some other person to handle her financial affairs for her.

Dated: _____

Signed: _____