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Recording requested by:

2008 066180

STATE OF INDIANA  
LAKE COUNTY  
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When recorded, return to:  
Rhonda Joyner  
5845 Doverwood Drive #303  
Culver City, CA 90230

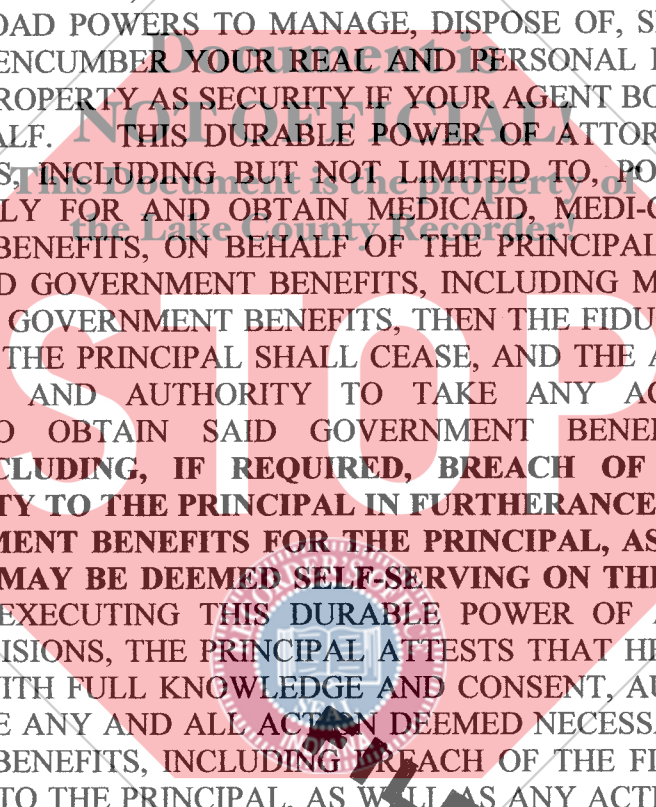
MICHAEL A. BROWN  
RECORDER

# Durable Power of Attorney

## NOTICE TO PERSON EXECUTING THIS DOCUMENT:

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS.

1. **WARNING!** THIS DOCUMENT PROVIDES THE PERSON YOU DESIGNATE AS YOUR ATTORNEY-IN-FACT WITH A FIDUCIARY DUTY TO ACT ON YOUR BEHALF, WITH RESPECT TO YOUR FINANCIAL AFFAIRS, INCLUDING BROAD POWERS TO MANAGE, DISPOSE OF, SELL, TRANSFER, CONVEY, AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY ON YOUR BEHALF. THIS DURABLE POWER OF ATTORNEY CONTAINS BROAD POWERS, INCLUDING BUT NOT LIMITED TO, POWERS FOR THE AGENT TO APPLY FOR AND OBTAIN MEDICAID, MEDI-CAL, OR OTHER GOVERNMENT BENEFITS, ON BEHALF OF THE PRINCIPAL. SHOULD THE PRINCIPAL NEED GOVERNMENT BENEFITS, INCLUDING MEDICAID, MEDI-CAL, OR OTHER GOVERNMENT BENEFITS, THEN THE FIDUCIARY DUTY OF THE AGENT TO THE PRINCIPAL SHALL CEASE, AND THE AGENT HAS THE RIGHT, POWER AND AUTHORITY TO TAKE ANY ACTION DEEMED NECESSARY TO OBTAIN SAID GOVERNMENT BENEFITS FOR THE PRINCIPAL, INCLUDING, IF REQUIRED, BREACH OF THE AGENT'S FIDUCIARY DUTY TO THE PRINCIPAL IN FURTHERANCE OF OBTAINING SAID GOVERNMENT BENEFITS FOR THE PRINCIPAL, AS WELL AS ANY ACTION THAT MAY BE DEEMED SELF-SERVING ON THE PART OF THE AGENT. BY EXECUTING THIS DURABLE POWER OF ATTORNEY FOR FINANCIAL DECISIONS, THE PRINCIPAL ATTESTS THAT HE/SHE IS AWARE OF, AND HAS WITH FULL KNOWLEDGE AND CONSENT, AUTHORIZED THE AGENT TO TAKE ANY AND ALL ACTION DEEMED NECESSARY TO OBTAIN GOVERNMENT BENEFITS, INCLUDING BREACH OF THE FIDUCIARY DUTY OF THE AGENT TO THE PRINCIPAL, AS WELL AS ANY ACTIONS THAT MAY BE DEEMED SELF-SERVING. PRINCIPAL INITIALS HERE TO ACKNOWLEDGE THIS WARNING: F.C.



FILED  
SEP 19 2008  
PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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2. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU.

3. THESE POWERS WILL EXIST FOR AN INDEFINITE PERIOD OF TIME UNLESS YOU LIMIT THEIR DURATION IN THIS DOCUMENT. THESE POWERS WILL CONTINUE TO EXIST NOTWITHSTANDING YOUR SUBSEQUENT INCAPACITY.

4. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.

5. YOUR AGENT HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING.

6. THESE POWERS HEREBY REVOKE AND TERMINATE ANY AND ALL PRIOR POWERS OF ATTORNEY, EXECUTED BY ME.

TO WHOM IT MAY CONCERN:

I, Freda Coney (the principal), presently a resident of Los Angeles County, California hereby appoint Rhonda Bly Joyner (the agent), presently a resident of Los Angeles, California as the principal's true and lawful attorney-in-fact for the principal and in the principal's name, place, and stead. Should Rhonda Bly Joyner die, resign, is unable to act because of incapacity, or is unwilling to act, or not be able to serve as my agent; I hereby appoint Cheryl Green as my alternate agent. All reference herein to "my attorney-in-fact" refers to the attorney-in-fact acting as the pertinent time.

1. To manage, control, lease, sublease, and otherwise act concerning any real property or personal property which the principal now owns or may acquire, collect and receive rents or income therefrom; pay taxes, charges, and assessments on the same; repair, maintain, protect, preserve, alter, and improve the same; and do all things necessary or expedient to be done in the agent's judgment in connection with the property.

2. Real and Personal Property. I give my attorney-in-fact the power to make any actions said attorney believes necessary or desirable for the management or maintenance of any real or personal property in which I own an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire, sell, convey and transfer ownership of property; control the manner in which property is managed, maintained, and used; change the form of title in which property is held; satisfy and grant security interest and other encumbrances on property; obtain and make claims on insurance policies covering risks of loss or damage to property; accept or remove tenants; collect proceeds generated by property; ensure that any needed repairs are made

to property; exercise rights of participation in real estate syndicates or other real estate ventures; make improvements to property; and perform any other acts necessary.

3. To purchase real property on the principal's behalf; to mortgage, convey, transfer, pledge, or otherwise encumber such newly acquired property; to commit the resources of the principal with respect to purchase of such property; to do all acts and execute all documents necessary for the purchase of such property; and to otherwise generally deal in all respects and have all powers described in this power of attorney with respect to such property.

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

5. To purchase, sell, invest, reinvest, convey, transfer and generally deal with all stocks, bonds, debentures, warrants, partnership interests, rights, and securities owned by the principal.

6. To collect and deposit for the benefit of the principal all debts, interest, dividends or other assets that may be due or belong to the principal, and to execute and deliver receipts and other discharges therefore; to demand, arbitrate, and pursue litigation on the principal's behalf concerning all rights and settle, and discharge all such matters as the agent considers appropriate under the circumstances.

7. To pay any sums of money that may at any time be or become owing from the principal, to settle, and to adjust and compromise any claims of whatever nature, which may be made against the principal as the agent considers appropriate under the circumstances.

8. To grant, sell, transfer, convey, mortgage, deed in trust, pledge, and otherwise encumber and deal in all property, real and personal, that the principal may own, including but not limited to any real property described on any exhibit attached to this instrument and including property acquired after execution of this instrument; to attach exhibits to this instrument which provide legal descriptions of any property; and to execute such instruments as the agent deems proper in conjunction with all matters covered in this paragraph 7.

9. Revocable Living Trust. I give my attorney-in-fact the power to act for me as Trustor ("Principal") of my Living Trust ("Trust"). My attorney-in-fact may act for me as Principal to transfer trust assets out of said Trust, exercise the right to make a disclaimer on my behalf, modify, amend, or revoke the Trust agreement pursuant to Probate Code 15401, make gifts of Trust property in order to continue any plan of gifting initiated by me as said Principal, or to reduce any potential federal estate taxes, or to plan

for my medical care subject to my attorney-in-fact's fiduciary duties, so long as such acts do not substantially alter the distribution of the my estate provided therein.

10. To prepare and file all income and other federal and state tax returns which the principal is required to file; to sign the principal's name on the returns, to file federal form 2848 and any similar state form as may be necessary and permissible by the taxing authority, to hire preparers and advisors and pay for their services; and to do whatever is necessary to protect the principal's assets from assessments for income taxes and other taxes. The 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, or any successor statute; and to delegate authority or substitute another representative with respect to all above matters.

11. To deposit in and draw on any checking, savings, agency, certificate of deposit or other accounts which the principal may have (or may later acquire) in any banks or, financial institutions, and any accounts with securities brokers or other commercial institutions, and to establish, transfer and terminate all such accounts.

12. To invest and reinvest the principal's funds in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies, and mutual funds; mortgage participation's; that, under the circumstances then prevailing (specifically including but not limited to the general economic conditions and the principal's anticipated needs) persons of skill, prudence, and diligence acting in a similar capacity and familiar with those matters would use in the conduct of an enterprise of a similar character and with similar aims, to attain the principal's goals; and to consider individual investments as part of an overall plan.

13. To have access to all safe deposit boxes in the principal's name or to which the principal is an authorized signatory; to contract with financial institutions for the maintenance and continuation of safe deposit boxes in the principal's name; to add to and remove the contents of all such safe deposit boxes; and to terminate contracts for all such safe deposit boxes.

14. To commence enforcement proceedings, at the principal's expense, against any bank, financial institution, or other person or entity that fails or refuses to honor this durable power of attorney.

15. To transfer assets to or out of any and all revocable living trusts of which the principal is or becomes a settlor.



16. To make direct payments to the provider for tuition and medical care for the principal's issue under Internal Revenue Code section 2503 (e) or any successor statute that excludes such payments from gift tax liability.

17. To make gifts and other transfers without consideration or with less than full consideration, including forgiveness of loans and completion of charitable pledges made by the principal; provided, however, that the agent should not make gifts to the agent unless the gifts are for the agent's health, support, education, and maintenance. However, the recipients of any such gifts shall be limited to a class composed of the principal's spouse, children, any of their issue, or both.

18. To use any credit cards in the principal's name to make purchases and to sign charge slips on behalf of the principal as any be required to use such credit cards; and to close the principal's charge accounts and terminate the principal's credit cards under circumstances where the agent considers such acts to be in the principal's best interest.

19. **To represent the principal in all matters before the Social Security Administration, any state Medi-Cal agency, or any other governmental agency in charge of benefits and entitlement programs, including, but not limited to, the power to make an application for benefits, and appeal the denial, reduction or discontinuation of government benefits. Should the principal need government benefits including Medicaid, Medi-Cal or other government benefits, then the fiduciary duty of the agent to the principal shall cease, and the agent has the right, power and authority to take any and all action deemed necessary to obtain said government benefits, including any act that may appear to be a breach of the fiduciary duty of the agent to the principal, as well as any action that may appear to be self-serving on the part of the agent. By executing this Durable Power of Attorney for Financial Decisions, the principal is aware of, and has with full knowledge and consent, authorized the agent to take any and all action deemed necessary to obtain government benefits, including breach of the fiduciary duty of the agent to the principal, as well as any actions that may be self serving on the part of the agent. Principal initials here to acknowledge this paragraph:** J.C.

20. To represent the principal in all matters before any governmental agency, board or tribunal on the federal, state or local level.

21. To exercise rights over and/or make decisions pertaining to retirement plans, including individual retirement accounts, rollovers and voluntary contributions; to apply for and receive benefits thereunder; to alter designated beneficiaries of ERISA and /or all other retirement plans.

22. To exercise all rights which the principal may have in life insurance policies, including, but not limited to, the right to borrow against or assign said policy, to change the designated beneficiary thereof, to exercise any options under said policy, and to transfer ownership thereof.

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

24. Generally to do, execute, and perform any other act, deed, matter, or thing, that in the opinion of the agent ought to be done, executed, or performed in conjunction with this power of attorney, of every kind and nature, as fully and effectively as the principal could do if personally present.

- (a) Create, modify, or revoke a trust.
- (b) Fund with the principal's property a trust not created by the principal or a person authorized to create a trust on behalf of the principal.
- (c) Make or revoke a gift of the principal's property in trust or otherwise.
- (d) Exercise the right to make a disclaimer on behalf of the principal.
- (e) Create or change survivorship interests in the principal's property or in property in which the principal may have an interest.
- (f) Designate or change the designation of beneficiaries to receive any property, benefit, or contract right on the principal's death.
- (g) Make a loan to the attorney-in-fact.

The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers granted to the agent except where powers are expressly restricted.

25. Notwithstanding any other possible language to the contrary in this instrument, except paragraph 19, the agent is specifically NOT granted the following powers:

- (a) To exercise any trustee powers under an irrevocable trust of which the agent is a settlor and the principal is a trustee; and
- (b) To exercise incidents of ownership over any life insurance policies which the principal owns on the agent's life.
- (c) To use my assets for the agents own legal obligations.

26. Any third party from whom the agent may request information, records, or other documents regarding the principal's personal affairs may release and deliver all such information, records, or documents to the agent. The principal hereby waives any privilege that may apply to release of such information, records, or other documents.

27. The agent's signature under the authority granted in this power of attorney may be accepted by any third party or organization with the same force and effect as if the principal were personally present and acting on the principal's own behalf. No person or organization that relies on the agent's authority under this instrument shall incur any liability to the principal, the principal's estate, heirs, successors, or assigns, because of reliance on this instrument.

28. This power of attorney shall apply to all presently own and future acquired assets of the principal, and shall include the power to acquire any assets as described herein on the principal's behalf.

29. Estates, Trust, and Other Beneficiary Transactions. I give my attorney-in-fact the power to take any actions said attorney-in-fact believes necessary or desirable in order to act, to the extent an agent is permitted to do so by law and by any controlling instrument, with respect to any estate or trust in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to receive payments to which I am entitled from any estate or trust and to transfer property to or from any such trust; participate in all proceedings concerning any estate or trust in which I have an interest; execute disclaimers of any interests I may have in any estate or trust; convey or release any contingent interests I may have in any estate or trust; make any election available to a surviving spouse under California Probate Code Section 13502 or 13503; and perform any other acts described in California Civil Code Section 2493, except those acts that conflict with or are limited by a more specific provision in this Power. For the purposes of this paragraph, the term "estate or trust" means 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 of payment. The powers described in this paragraph do not include the power to create, modify, or revoke trusts.

30. Personal and Family Maintenance. I give my attorney-in-fact the power to take any actions said attorney believes necessary or desirable in order to effectively conduct my personal affairs and to discharge any and all obligations I may owe to myself and to family members and other third persons who are customarily or legally entitled to my support when this Power is executed, or that are undertaken thereafter, including the power to take steps to ensure that our customary standard of living is maintained; arrange for medical and dental care; continue existing charge accounts, open new charge accounts, and make payments thereon; provide for transportation; maintain correspondence; prepare, maintain, and preserve personal records and documents; maintain membership in any social, religious, or professional organization and make contributions thereto; and perform any other acts described in California Civil Code Section 2495, except those acts that conflict with or are limited by a more specific provision in this Power.

31. Funerals and Burial. I give my attorney-in-fact the power to arrange for my funeral or other memorial service and for burial or cremation of my remains, including the purchase of a burial plot or other plan for interment of my remains or ashes.

32. Government Benefits. With respect to any government benefits either existing when this Power is executed or accruing thereafter, whether in this state or elsewhere, I give my attorney-in-fact the power to take all actions said attorney believes necessary or desirable, including the power to execute and deliver vouchers related to government benefits; take possession of and store property as allowed under any government benefit program in which I have an interest; prepare and submit claims for government benefits to which I may be entitled; collect proceeds due to me under any government benefit plan; and perform any other acts described in California Civil Code Section 2496, except those acts that conflict with or are limited by a more specific provision in this Power. For the purposes of this paragraph, the term "government benefits" means benefits from social security, Medicare, Medicaid, Medi-Cal or other government programs, or from civil or military service.

33. Nomination of Conservator. If proceedings are initiated for the appointment of a conservator of my person or my estate or both, I hereby nominate, Rhonda Bly Joyner as conservator of my person, estate, or person and estate. I hereby waive the requirement of a bond if she is appointed as conservator. I request that, if the person named above is appointed conservator of my estate, the court make another granting to that person all or as many of those independent powers listed in California Probate Code Section 2591 as the court deems appropriate.

34. 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 the powers conferred by me in this Power. My attorney-in-fact shall keep records of any such expenditures and reimbursements.

35. Reasonable Compensation. My attorney-in-fact shall be entitled to reasonable compensation for the services rendered in the execution of any of the powers conferred in this Power. In determining the reasonableness of compensation, all relevant factors shall be taken into consideration, including, but not limited to, the time expended by my attorney-in-fact, the value of the property over which my attorney-in-fact exercises control and management, and the complexity of the transactions entered into by my attorney-in-fact. My attorney-in-fact may make the payment of such amount from my assets every quarter. My attorney-in-fact shall keep records that include the amount of time spent in performing the services, a description of the services performed, and the amount of compensation paid to him for each such time period.

36. Reliance by Third Parties. To induce third parties to rely upon the provisions of this Power, I, for myself and on behalf of my heirs, successors, and assigns, hereby waive any privilege that may attach to information requested to my attorney-in-fact in the exercise of any of the powers described herein. Moreover, on behalf of my heirs, successors, and assigns, I hereby agree to hold harmless any third party who act in reliance upon this Power for damages or liability incurred as a result of that reliance.



37. The principal's estate, heirs, successors, and assigns shall be bound by the agent's acts under this power of attorney.

38. This power of attorney shall not be affected by the principal's subsequent incapacity.

39. The principal hereby ratifies and confirms all that the agent shall do, or cause to be done, by virtue of this power of attorney.

40. The principal declares that the principal understands the importance of this durable power of attorney, recognizes that the agent is granted broad power to hold, administer, and control the principal's assets, and recognizes that this durable power of attorney will become effective immediately on execution and will continue indefinitely until specifically revoked or terminated by death, even if the principal later becomes incapacitated.

On the appointment of a conservator of the principal's estate, this power of attorney shall terminate and the agent shall deliver the assets of the principal under the agent's control as directed by the conservator of the principal's estate.

#### NOTICE TO PERSON ACCEPTING APPOINTMENT AS ATTORNEY-IN-FACT

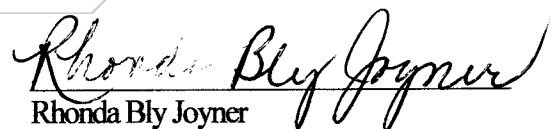
By acting or agreeing to act as the agent (attorney-in-fact) under this power of attorney you assume the fiduciary and other legal responsibilities of agent. These responsibilities include:

1. The legal duty to act solely in the interest of the principal and to avoid conflicts of interest.
2. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this power of attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the power of attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under penal code section 368. In addition to criminal prosecution, you may be sued in Civil Court.

I have read the foregoing notice and I understand the legal Fiduciary duties that I assume by acting or agreeing to act as the agent (attorney-in-fact) under the terms of this power of attorney.

Date: 12/5/2007

  
Rhonda Bly Joyner

IN WITNESS WHEREOF, the principal has signed this durable power of attorney on Jan 5, 2007.

Freda Coney  
Freda Coney

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On December 5, 2007 before me, TIMOTHY JOSEPH LEVENS, a Notary Public, personally appeared FREDA CONEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that [he/she/they] executed the same in [his/her/their] authorized capacity(ies), and that by [his/her/their] signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

[Handwritten Signature] (Seal)

