

FINANCIAL POWER OF ATTORNEY

OF ELEANOR B. NARCISSO

APPOINTMENT OF ATTORNEY-IN-FACT

I, Eleanor B. Narcisso, of 3410 Kettering Court, San Mateo, California 94403, (hereinafter sometimes referred to as "Principal"), appoint my husband, Joseph A. Narcisso, of 3410 Kettering Court, San Mateo, California 94403, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following:

- (A) Real estate transactions;
- (B) Tangible personal property transactions;
- (C) Stock and bond transactions;
- (D) Commodity and option transactions;
- (E) Banking and other financial institution transactions;
- (F) Business operating transactions;
- (G) Insurance and annuity transactions;
- (H) Estate, trust, and other beneficiary transactions;
- (I) Claims and litigation;
- (J) Personal and family maintenance;
- (K) Benefits from social security, medicare, medicaid, or other governmental programs, or civil or military service;
- (L) Retirement plan transactions;
- (M) Tax matters.
- (N) All of the powers listed above

Eleanor B. Narcisso

Eleanor B. Narcisso

SPECIAL INSTRUCTIONS

In addition to all of the powers listed in lines (A) through (M) above, I grant to my agent full power and authority to act for me, in any way which I myself could act if I were personally present and able to act, with respect to all matters and affairs not listed in lines (A) through (M) above, but this authority does not include authority to make health care decisions (for which I have provided in a separate document) and, in addition, the agent is empowered to do all of the following:

- (1) Establish a trust with property of the Principal for the benefit of the Principal and the spouse and descendants of the Principal, or any one or more of them, upon such terms as the agent determines are necessary and proper, and transfer any property in which the Principal has an interest to the trust.

- (2) Exercise in whole or in part, release or let lapse any power the Principal may have under the trust whether or not created by the Principal, including any power of appointment, revocation, or withdrawal, but a trust created by the Principal may be modified or revoked by the agent only as provided in the trust instrument.
- (3) Make a gift, grant, or other transfer without consideration to or for the benefit of the spouse or descendants of the Principal or a charitable organization, or more than one or all of them, either outright or in trust, including the forgiveness of indebtedness and the completion of any charitable pledges the Principal may have made; consent to the splitting of gifts under Internal Revenue Code Section 2513, or successor sections, if the spouse of the Principal makes gifts to any one or more of the descendants of the Principal or to a charitable institution; pay any gift tax that may arise by reason of those gifts.
- (4) Loan any of the property of the Principal to the spouse or descendants of the Principal, or their personal representatives or a trustee for their benefit, the loan bearing such interest, and to be secured or unsecured, as the agent determines advisable.
- (5) In general, and in addition to all the specific acts enumerated, do any other act which the Principal can do through an agent for the welfare of the spouse, children, or dependents of the Principal or for the preservation and maintenance of other personal relationships of the Principal to parents, relatives, friends, and organizations.
- (6) Sign tax returns as permitted by the IRS and California Franchise Tax Board, and delegate authority to another or to substitute another to represent the taxpayer before the IRS and the California Franchise Tax Board.

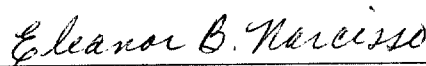
I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

This Power of Attorney will continue to be effective even though I become incapacitated.

My Attorney-in-Fact shall use the following form when signing on my behalf pursuant to this Power: Eleanor B. Narcisso by Joseph A. Narcisso, her attorney-in-fact.

I declare that my lawyer has explained to me my rights in connection with this instrument and the consequences of signing it, and that I have read the warnings contained in this instrument.

Signed on January 4, 2000, at Los Altos, California.



Eleanor B. Narcisso

My social security number is:
Eleanor B. Narcisso Power of Attorney

543-28-6560

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ATTORNEY CERTIFICATION

I am an attorney authorized to practice law in the State of California 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 her rights in connection with this Durable Power of Attorney and the applicable law and the consequences of signing or not signing this Durable Power of Attorney, and my client, after being so advised has executed this Durable Power of Attorney.

Dated: January 4, 2000


Linda C. Kramer

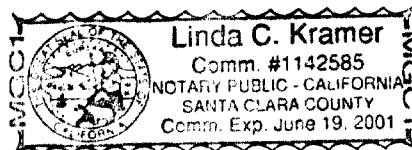
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On January 4, 2000 before me, Linda C. Kramer, a Notary Public, personally appeared Eleanor B. Narcisso, personally 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 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.


Notary Public



Eleanor B. Narcisso Power of Attorney

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The Kramer Law Firm
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