



08/09/2011 11:58:37 AM

Fee: \$57.00

After Recording Please Return To:
FDIC

When Recorded Mail To:

R.E.F.S. INC.
9070 Irvine Center Dr., #120
Irvine, CA 92618
ATTN: RECON DEPT.

Recorded In Official Records, Orange County

Tom Daly, Clerk-Recorder



15.00

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Klamath-OR - ASSN- ICB

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under an Act of Congress, hereafter called the "FDIC", hereby designates the individual(s) of City National Bank, set out below (the "Attorney(s)-in-Fact") for the sole purpose of executing the documents outlined below:

Michael Cahill	Beatriz Jayich
Brian Fitzmaurice	Laura French
Greg Meis	JW Lewis
Rajan Ramachandran	Kent Smith
Azar Falsafi	Lisa Morris
Sylvia Williams	Joanne Tabor
Sheira Smith	Josie Hidalgo
Gary Samuels	Christel Hachigian
Chris Carlson	Mark Neumann
Sherrill Johnson	Ray Walsh
Sue McGovney	Michael Zandpour
Ana Chacon	

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW THEREFORE, the FDIC grants to the above-named Attorney(s)-in-Fact the authority, subject to the limitations herein, as follows:

1. To execute, acknowledge, seal and deliver on behalf of the FDIC as receiver of Imperial Capital Bank, La Jolla, CA, ("Receiver") all instruments of transfer and conveyance, including but not limited to deeds, assignments, satisfactions, and transfers, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the sale and transfer of any asset of Imperial Capital Bank, La Jolla, CA including all loans formerly held by Imperial Capital Bank, La Jolla, CA to City National Bank, pursuant to that certain Purchase and Assumption Agreement, dated as of December 18, 2009 between Receiver, and City National Bank.

2. Regarding indebtedness previously owned by the former Imperial Capital Bank, La Jolla, CA that had been paid off or otherwise satisfied prior to bank failure, authority is granted to the Attorney(s)-in-Fact to execute, acknowledge, seal and deliver on behalf of the Receiver any and all lien releases that may be necessary for the completion of the documentation obligations of the former Imperial Capital Bank, La Jolla, CA, in connection with such paid-off loans or other debt obligations. All lien releases and related documents prepared in connection with this Limited Power of Attorney shall be appropriately completed with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the release of the collateral and satisfaction of the debt.

Attorneys-in-Fact shall undertake to complete all appropriate due diligence necessary to verify the full and final payment and satisfaction of all indebtedness secured by the collateral being released.

The form which the Attorney(s)-in-Fact shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows:

Pay to the order of

Without Recourse

FEDERAL DEPOSIT INSURANCE CORPORATION
as Receiver of Imperial Capital Bank, La Jolla, CA

By: _____

Name: _____

Title: Attorney-in-Fact

All other documents of assignment, conveyance, or transfer shall contain this sentence: "This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver."

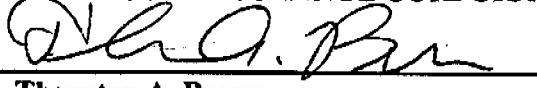
3. FDIC further grants to each Attorney-in-Fact full power and authority to do and perform all acts necessary to carry into effect the powers granted by this Limited Power of Attorney as fully as FDIC might or could do with the same validity if all and every such act had been herein particularly stated, expressed, and especially provided for.

This Limited Power of Attorney shall be effective from December 2, 2010, and shall continue in full force and effect through December 2, 2011, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will be automatically revoked. Any third party may rely upon this document as the named individual(s)' authority to continue to exercise the powers herein

granted, unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of a Revocation.

IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this, 2nd day of December, 2010.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: 
Name: Thornton A. Brown
Title: Manager of Customer Service
Irvine West Coast Temporary Satellite Office

Signed in the presence of:

Witness
Name: _____

Witness
Name: _____

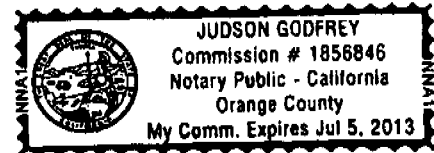
STATE OF CALIFORNIA
COUNTY OF ORANGE

On December 3, 2010, before me, Judson Godfrey - Notary Public
_____ personally appeared Thornton A. Brown, 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)




Limited Power of Attorney
City National Bank

Prepared by Edgar Pevsner, Federal Deposit Insurance Corporation, WCTSO, Legal Division

Page 4 of 4

December, 2010

THIS IS A TRUE CERTIFIED COPY OF THE
RECORD IF IT BEARS THE SEAL,
IMPRINTED IN PURPLE, OF THE ORANGE
COUNTY CLERK-RECORDER.

DATE: JUL 13 2011
CERTIFICATION FEE: 15



COUNTY CLERK-RECORDER

Tom Daly

ORANGE COUNTY
STATE OF CALIFORNIA