Requested / Prepared By: REFS INC. 9070 Irvine Center Dr., #120 Irvine, CA 92816 Danh N. Le 949-474-7337

When Recorded Mail To: REFS INC. 9070 IRVINE CENTER DR. SUITE 120 **IRVINE, CA 92618** 

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#### 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 employees(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
Chris Carlson
Greg Meis
Ray Walch
Rajan Ramachandran
Azar Falsaf
Sylvia Williams
Sheira Smith
Gary Samuels

Mike Zandpour
Ana Chacon
Beatriz Jayich
JW Lewis
Kenneth Mobeck
Lisa Morris
Joanne Tabor
Josie Hidalgo
Christine Hachigian

WHEREAS, the undersigned has full arthority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's 3 and 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 bena) f of the FDIC as receiver of Imperial Capital Bank, ("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 including all loans formerly held by Imperial Capital Bank to City National Bank pursuant to the 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 Jam that had been paid off or otherwise satisfied prior to bank failure, authority is granted to the Attorney(c)-i..-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, 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.

Limited Power of Attorney City National Bank

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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
00-	FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver of Imperial Capital Bank
0	Ву:
	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-i 1-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 November 1, 2012, and shall continue in full force and effect through November 1, 2014, 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. Additionally, upon the termination of employment from City National Bank (for any reason) of any Attorney(s)-in-Fact named herein, such to minated employee's power and authority provided pursuant to this Limited Power of Attorney shall immediately be revoked and be of no further force and effect as of the date of such termination. Any third party may ely 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.

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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 11 day of October, 2012.

	FEDERAL DEPOSIT INSURANCE CORPORATION
	By: Jal Ja
	Name: James L. Parrish
	Title: Customer Service Manager
	Dallas Regional Office
Signed in the presence of:	
Mulita 15	
Witness (1)	2.11
Name: 11/1/12 YY	24211
Christian ve	that if
Witness Name:	dra Deusley
STATE OF TEXAS	
COUNTY OF DALLAS	7
*	` (
On this <b>11</b> day of Oc	ctober, 2012, before me, a Notary Public in and for the State of Texa
appeared James L. Parrish, to m	e personally known, who, being by me first duly sworn did depose that h
is Customer Service Manager,	Dallas Regional Office of the Feder I Deposit Insurance Corporation (th
"Corporation"), in whose name	the foregoing Limited Power of Accorney was executed and subscribed
and the said Limited Power of A	Attorney was executed and subscribed on betalf of the said Corporation b
due authority of the Corporatio	n's Board of Directors, and the said Jame's L. Parrish, acknowledged th
said Limited Power of Attorney	to be the free act and deed of said Corporation
GARY L CRISS	of Contract
MY COMMISSION EXPIRES	Notary Public
April 23, 2014	My Commission expires: 4.23.2014
STATE OF TEXAS	My Commission expires. 1 20 201
COUNTY OF DALLAS	//5;
On this day of Qo	tober, 2012, before me, a Notary Public in and for the State of Texa
appeared Nilette 1	catt (witness #1
and Cassary Ta Vous	(witness #2), to me personally known to be the
persons whose names are subso	cribed as witness to the foregoing instrument of writing, and after being
duly sworn by me stated on o	ath that they saw James L. Parrish, Customer Service Manager, Dalla
Regional Office of the Federal	Deposit Insurance Corporation, the person who executed the foregoing
	and that they had signed the same as a witness at the request of the person
who executed the same.	- 6
MANAGE.	Que LV:
GARY L CRISS	Notary Public
MY COMMISSION EXPIRES April 23, 2014	My Commission expires: 4.23.2014
15 The American Property of the Control of the Cont	May Cumumsium expires: [ ] [ [ ] [ ] [ ] [ ]

Limited Power of Attorney City National Bank Page 3 of 3

October, 2012

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