

We, PAUL BRITTAIN and JOHNNIE BRITTAIN, of Fresno, California, hereby appoint, VANCIE JD THOMAS of Crescent Valley, Nevada, as our true and lawful attorney in fact (hereinafter referred to as my attorneys) to act in, manage, and conduct all our affairs in the State of Nevada, and for that purpose in my name and on my behalf to do and execute all or any of the following acts, deeds and things:

1. TO RECEIVE DEBTS, ETC. To ask, demand, sue for, collect, recover, and receive all sums of money, dividends, interest, payments, debts, accounts, notes, bonds, receivables, dues, goods, chattels, effects and property of whatsoever nature or description which now are or hereafter shall be or become due, owing, payable, or belonging to me in or by any right, title, ways, or means howsoever, and upon receipt thereof or of any part thereof to make, sign, execute, and deliver such receipts, releases or other discharges for the same respectively as my attorneys shall think fit or proper.

2. TO SETTLE ACCOUNTS. To settle any account, debt or receivable which I now or hereafter own or have any interest in, and to pay or receive the balance thereof.

3. TO SATISFY MORTGAGES, ETC. To receive every sum of money which now is or hereafter shall be due or belong to me upon the security or by virtue of any mortgage, Deed of Trust, Security Agreement, security interest, lien or encumbrance and on receipt of full amount secured thereby to execute a good and sufficient release or other discharge of such security. To exercise all rights and remedies in connection with any default in the performance or payment of any note, Deed of Trust, mortgage, security agreement or any other lien or encumbrance and to exercise all rights of redemption and preference and, in the case of liens and encumbrances securing notes or debts payable to me, to foreclose, default, give all notices and exercise all rights and remedies in connection with all mortgages, Deeds of Trust and Security Agreements, held by or which are payable to me.

4. TO COMPROMISE AND SUBMIT TO ARBITRATION. To compromise with or make allowances to any person for or in respect to any debt, claim or demand whatsoever which now is or shall at any time hereafter become due and payable to me, and to take and receive any composition or dividend thereof or thereupon and to give releases or other discharges for the whole of such debts, claims or demands, or to submit to arbitration every such debt, claim or demand and every other right, matter, and thing due to or concerning me as my attorneys shall think best, and for that purpose to enter into and execute and deliver such bonds of

8. TO BUY, SELL OR EXCHANGE REAL OR PERSONAL ESTATE. To buy, sell, either at public or private sale, with or without any type of notice and with or without engaging the services of real estate brokers or salesmen, or both, or exchange, real property and personal property for or by me for such consideration and upon such terms as my attorneys shall think fit, and to execute and deliver contracts, bills of sale, escrow instructions, notes, deeds of trust, government forms, applications, agreements, licenses, waivers and all other instruments for the purchase, sale or exchange of the same, with such covenants, warranties or other terms as my attorneys shall see fit, and to give good and effectual receipts for all or any part of the purchase price or other consideration. To prorate and pay my portion of any and all taxes, assessments, trust funds, insurance premiums, deposits maintained pursuant to any loan secured by any lien or encumbrance upon the property and all other items prorated, and to pay any and all sale costs, real estate brokers or salesmen's commissions, attorneys fees, title insurance premiums, Nevada Transfer Taxes, escrow fees and all other charges, expenses, commissions or fees incurred by my said agent in connection with such purchase, sale, conveyance or exchange of said property. I further authorize my agent to pay off

7. TO GRANT LEASES, RECEIVE RENTS, ETC. To contract with any person for leasing or renting for such period, at such rents and subject to such conditions as my attorneys shall see fit, all or any of my said real estate, and to give possession thereof, and to execute all such leases and contracts as shall be necessary or proper in that behalf, and to give notice to quit to any tenant or occupier thereof, and to receive and recover from all tenants, and occupiers thereof or of any part thereof all rents, arrears of rent, and sums of money which now are or shall hereafter become due and payable in respect thereof, and also on nonpayment thereof or of any part thereof to take all necessary or proper means and proceedings for determining the tenancy or occupation of such tenants or occupiers, and for ejecting the tenants or occupiers and recovering the possession thereof.

6. TO MANAGE REAL ESTATE. To enter into and upon all my real estate, and to lease, rent, manage, maintain and improve the same or any part thereof, and to repair or otherwise improve or alter, and to insure any buildings and improvements thereon in such amounts of coverage and for such premiums as my attorneys may deem advisable.

5. TO PROSECUTE AND DEFEND. To commence, prosecute, settle, discontinue, or defend all actions or other legal proceedings involving my estate or property or any part thereof or involving any matter in which I or my estate may be in any way concerned.

arbitration or other instruments as my attorneys may deem advisable in the premises.

all or any portion of any notes or debts secured by all or any portion of the property sold.

9. TO DEPOSIT MONIES, WITHDRAW, INVEST, ETC. To deposit any money which may come to my attorneys' hands as such attorneys with any bank either in my or my attorneys' name, and any of such money or any other money to which I am entitled which now is or shall be so deposited to withdraw, and either employ as my attorneys shall think fit in the payment of any debts, or interest, payable by me, or taxes, assessments, insurance, and expenses due and payable or to become due and payable on account of my real and personal estate, or in or about any of the purposes herein mentioned, or otherwise for my use and benefit, or to invest in my or my attorneys' own name in any stocks, shares, bonds, securities or other property, real or personal, as my attorneys may think proper and to receive and give receipts for any income or dividend arising from such investments, and all and any such investments or other investment to vary or dispose of for my use and benefit as my attorneys may think fit.

10. TO BORROW MONEY, SECURITY, ETC. To borrow any sum or sums of money on such terms and with such security, whether real or personal property as my attorneys may think fit, and for that purpose to execute all promissory notes, bonds, mortgages, Deeds of Trust, Security Agreement, financing statements and other instruments which may be necessary or proper.

11. TO CARRY ON OR WIND UP BUSINESS. To carry on or to wind up any business I have any interest in, and in connection therewith to use the premises in which the same is or shall be carried on, with the same powers of dealing with stock, capital, and effects, and of entering into business engagements, of increasing or diminishing capital, and generally of transacting the affairs of the said business as I myself have or should 12. TO ENGAGE AND DISMISS AGENTS, ETC. To engage, employ, pay and dismiss any agents, brokers, attorneys, accountants, clerks, servants, or other persons in and about the performance of these presents as my attorneys shall think fit.

13. TO EXERCISE FIDUCIARY POWERS. To exercise any powers and any duties vested in me, whether solely or jointly, with any other or others as executor, administrator, or trustee or in any other fiduciary capacity, so far as such power or duty is capable of being validly delegated, to exercise all powers enumerated in NRS 163.265-163.410, inclusive, as they exist on the date of this Power of Attorney as it herein set out.

14. TO EXECUTE DEEDS, BILLS, NOTES, ETC. For all or any of the purposes of these presents to enter into and sign, seal, execute, acknowledge, and deliver any contracts, deeds, bills of sale, Security Agreements, financing statements, mortgages, Deeds of Trust, stocks, bonds, assignments, assumption agreement,

subordination agreements, request for reconveyance, releases, discharges, government forms, or other instruments whatsoever, and to draw, accept, make, endorse, discount, or otherwise deal with any bills of exchange, checks, promissory notes, or other commercial or mercantile instruments.

15. TO DO ALL OTHER THINGS. In general to do all other acts, deeds, matters, and things whatsoever in or about my estate, property, and affairs, or to concur with persons jointly interested with myself therein in doing all acts, deeds, matters, and things herein, either particularly or generally described as fully and effectually to all intents and purposes as I could do in my own proper person if personally present.

16. COURT ACTIONS. To retain counsel and attorneys on my behalf, to appear for me in all actions and proceedings which I may be party in the Courts of Nevada or in any other state in the United States, or in the United States Courts, to commence actions and proceedings in my name as necessary, to sign and verify in my name all complaints, petitions, answers and other pleadings of every description and to do all things in connection with such litigation as to my attorneys may seem proper.

17. PROPERTY. I hereby specifically grant my said attorneys complete power to sell, convey, encumber, manage, control, dispose of, purchase, contract to purchase, give security interests in and acquire or dispose of any and all property which is ours as community property or separate property and which may hereafter be or become separate or community property, and all of our community property and all other right, title, interest and estate of ours therein.

18. RATIFICATION AND DECLARATION IN FAVOR OF PERSONS WITHOUT NOTICE OF REVOCATION. And I hereby ratify and confirm and promise at all times to ratify and confirm all and whatsoever my attorneys, or my attorneys hereunder substituted, shall lawfully do or cause to be done in and about the premises by virtue of these presents, including anything which shall be done between revocation of these presents by my death or in any other manner and notice of such revocation reaching my attorneys: and I hereby declare that as against me and all persons claiming under me everything which my attorneys shall do or cause to be done in pursuance hereof after such revocation as aforesaid shall be valid and effectual in favor of any person claiming the benefit thereof who before the doing thereof shall not have had actual notice of such revocation.

BOOK 8 | 9 PAGE 27

This power of Attorney is not affected by disability of the undersigned principal (NRS 111.460).

Signed this 20th day of June, 1998.

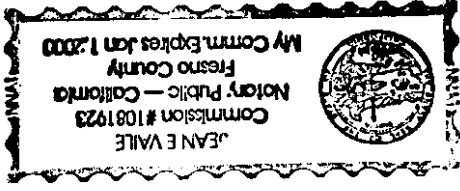
Paul Brittain
PAUL BRITTAIN

Johnnie Brittain
JOHNNIE BRITTAIN

State of California
County of Alameda

This instrument was acknowledged before me on June 20, 1998, by PAUL BRITTAIN and JOHNNIE BRITTAIN.

Jean E. Vale
NOTARY PUBLIC



BOOK 319 PAGE 424
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
James H. Cooper
98 JUN 23 PM 1:36
EUREKA COUNTY NEVADA
M.N. REBAL EATL. RECORDER
FILE NO. 170218
FEES 11.00

BOOKS 8 | 9 PAGE 428