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LINCOLN COUNTY RECORDER  
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APN 001-341-46

**When Recorded Mail To:**

Laura E. Flores  
HC 61 Box 66  
Hiko, NV 89017

**GENERAL POWER OF ATTORNEY**

COPY

## General Power of Attorney

I, Laura E. Flores, 313 Broadmoor Str. Santa Rosa, Sonoma County, State of California designate and appoint Eleuteria Flores, of Clark County, Nevada, as my attorneys in fact and agents (subsequently referred to collectively as "agents") to act in my name and for my benefit. I grant to my agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present and fully competent, hereby ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

1. General Grant of Power. My agent shall have power to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the powers specifically enumerated in this instrument. Generally, my agent shall have power to do and perform all matters, transact all business, and make, execute and acknowledge all contracts, orders, deeds, mortgages, leases, assignments, assurances and instruments of every kind that may be requisite or proper to effectuate the purposes of this general power of attorney.

2. Specific Powers. Without in any way limiting the generality of the power and authority conferred upon my agent by this instrument, my agent shall have and may exercise each of the following specific powers:

(a) Power to Acquire and Sell To acquire, purchase, exchange, grant options and sell, assign, release, convey, mortgage, hypothecate, lease, and both tangible and intangible, upon such terms, conditions, and covenants as my agent shall deem proper and to sign seal, execute and deliver and acknowledge such deeds, leases, contracts, assignments, indentures, agreements, mortgages deeds of trust, bills, bonds, notes, receipts, releases and satisfactions of mortgages, security interests, and judgments, and such other instruments in writing as shall be proper.

(b) Borrowing and Banking Powers. To borrow moneys on my behalf and sign, seal, execute, deliver and acknowledge on my behalf such promissory notes, bills, bonds, or other evidences of indebtedness and such mortgage, deeds of trust, security agreements, pledges or other documents to secure the payment of borrowed funds as my agent shall deem proper. To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit in banks, savings and loan associations and other financial institutions, and to release such mortgages, deeds of trust or other security instruments as may be necessary or proper in the exercise of the rights and powers herein granted.

(c) Powers of Collections and Payment. To forgive, request, demand, sue for, recover, collect, receive and hold all sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, and other contractual benefits and proceeds, all documents of

title, all property and property rights, real or personal, intangible and tangible, and demands payable or belonging to, me or in which I have or may hereafter acquire an interest; to have, use and take all lawful means and equitable and legal remedies and proceedings in my name and for the collection and recovery thereof, including the enforcement of mortgages, deeds of trust and security and instruments, and to me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same. To pay and discharge all debts and demands due and payable or that may hereafter become due and payable by me to any person or persons whomsoever.

(d) Management Powers. To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, partition and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, upon such terms and conditions as my agent shall deem proper, and to transfer any or all of my assets to the trustee of any revocable living trust that I may have created.

(e) Motor Vehicles. To apply for a certificate of title upon, and endorse and transfer title to, any motor vehicle, and to represent in such transfer or assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer or assignment.

(f) Business Interests. To conduct or participate in any lawful business of whatever nature; to execute partnership agreements and amendments thereto; dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and to exercise stock options.

(g) Tax Powers. To prepare, sign and file joint or separate income tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any gift-splitting provisions or other tax election; and to prepare, sign and file any claims for refund of any tax.

(h) Safe Deposit Box. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any liability to me or my estate as a result of permitting my agent to exercise this power.

3. Revocability. This power of attorney is revocable; provided, however, that insofar as any governmental agency, bank, trust company, insurance company, transfer agent or other person shall rely upon this power, this power may be revoked only by a notice in writing executed by me or my agent and delivered to such person or institution.

4. Interpretation. This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my agent.

5. Disability of Principal. This General Power of Attorney shall not be affected by disability of the principal.

6. Third-Party Reliance. Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power.

7. Successor Agent. In the event that either of the individuals named above as my agent dies or is determined by a court of competent jurisdiction to be incompetent, the other shall act as my agent with all of the powers referred to herein.

8. Expiration. Unless sooner revoked in the manner above provided, this General Power of Attorney shall expire at midnight December 31, 2010.

9. Governing Law. This General Power of Attorney is executed and delivered in the State of Nevada and the laws of the State of Nevada shall govern all questions as to the validity of this power and as to the construction of its provisions.

10. Counterparts. This General Power of Attorney is executed in one or more counterparts. Each executed counterpart of this General Power of Attorney shall have the force and effect of this original.

IN WITNESS WHEREOF, I have executed this General Power of Attorney this

8 day of June, 2005.

Laura Elena Flores  
Laura Elena Flores  
313 Broadmoor  
Santa Rosa, CA 95401

STATE OF CALIFORNIA

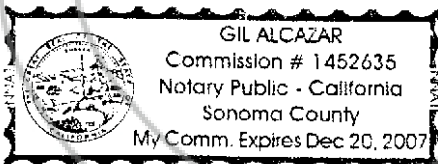
COUNTY OF SONOMA

On this 8 day of June, 2005, before me, the undersigned, a Notary Public in and for said county state, personally appeared Laura Elena Flores, known to me to be the person whose name is subscribed to the within Power of Attorney and acknowledge to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Gil Alcazar  
NOTARY PUBLIC

Residing at Santa Rosa, Ca.



My Commission Expires:

Dec 20, 2007