

SEP 18 2003 10:41 AM FAX FROM [REDACTED]

LIMITED POWER OF ATTORNEY

WHEREAS, American Investment Financial, a Utah industrial loan corporation (hereinafter called "AIF"), and American Investment Bank, N.A. ("AIB") have entered into a servicing agreement for AIB to service certain loan receivables owned or serviced by AIF; and

WHEREAS, AIB and Systems & Services Technologies, Inc., a corporation organized under the laws of the state of Delaware ("SST"), have entered into a Servicing Agreement dated as of August 28, 2003 (the "Servicing Agreement") wherein AIB has directed SST to service certain loan receivables owned or serviced by AIB, including the AIF loan receivables. All capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Servicing Agreement; and

WHEREAS, as a result of AIB's engagement of SST, AIF desires to appoint SST as its true and lawful attorney-in-fact to perform all required servicing functions for all-AIF Active Receivables;

NOW THEREFORE, AIF hereby appoints SST as its true and lawful attorney-in-fact to act in the name, place and stead of AIF for the purposes set forth below. This Limited Power of Attorney is given pursuant to the Servicing Agreement. AIF does hereby constitute and appoint SST the true and lawful attorney-in-fact of AIF and in AIF's name, place, and stead with respect to each AIF Active Receivable delivered to SST for servicing pursuant to the Servicing Agreement for the following, and only the following, purposes:

1. To accept money due or to become due from borrowers and to collect past due amounts;
2. To take those actions necessary to comply with regulations and requirements of state or federal law;
3. To demand, recover, collect, receive and receipt for all sums of money, checks, accounts, interests, dividends and demands due or owing to AIF or the AIF Serviced Entities in connection with the Active Receivables;
4. To take possession of any collateral, and to liquidate that collateral by any lawful means and to take such lawful action as may be necessary, in the name of AIF or the AIF Serviced Entities;
5. To take any and all action necessary, on behalf of AIF or the AIF Serviced Entities to sell, transfer, liquidate or otherwise dispose of any collateral from the Active Receivables acquired through repossession or otherwise and execute all contracts, agreements, deeds, certificates of title, assignments and other instruments necessary to effect any such sale, transfer, liquidation or disposition and to receive the proceed checks therefore;
6. To prepare, execute and deliver satisfactions, cancellations, discharges, or full or partial releases of lien; and

7. To prepare, execute and deliver any and all documents necessary to accomplish the foregoing, including without limitation certificates of title, contracts, assignments, releases, extensions, amendments, satisfactions, and full or partial releases of liens, and to take any and all such other acts of any kind and nature whatsoever SST may find necessary to service the Active Receivables consistent with the Agreement.

AIF further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that SST may lawfully perform in exercising those powers by virtue hereof. AIF further grants to SST the limited power of substitution and revocation of another party for the purposes set forth therein, hereby ratifying and confirming all that the attorney-in-fact, or a substitute or substitutes, shall lawfully do or cause to be done by virtue of this Limited Power of Attorney and the rights and powers.

SST shall indemnify, defend, and hold harmless AIF, its successors and assigns, from and against any and all losses, costs, expenses (including, without limitation, reasonable attorneys' fees), damages, liabilities, demand, or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken by SST or agent by substitution pursuant to this Limited Power of Attorney, which act results in a claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person or entity not expressly authorized hereby.

IN WITNESS WHEREOF, AIF has executed this Limited Power of Attorney effective this 1st day of Septmeber 2003.

AMERICAN INVESTMENT FINANCIAL

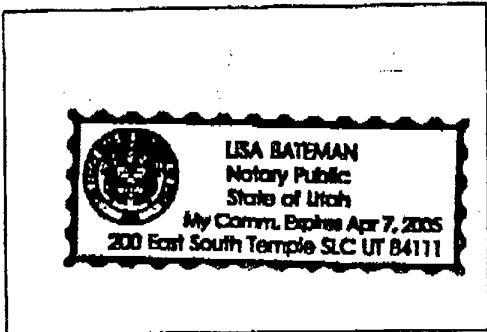


Brad W. Merrill
Executive Vice President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

I certify that I know or have satisfactory evidence that Brad W. Merrill is the person who appeared before me, and said person acknowledged that he signed this instrument as the Executive Vice President of American Investment Financial to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument, and on oath stated that he was authorized to execute said instrument on behalf of said corporation.

DATED: 9-18-03



Lisa Bateman
(Signature)

Lisa Bateman
(Please print name legibly)

NOTARY PUBLIC in and for the State of Utah, residing at Salt Lake County, Utah
My commission expires 4-7-05.

LIMITED POWER OF ATTORNEY

WHEREAS, American Investment Bank, N.A., a national bank (hereinafter called "AIB"), and Systems & Services Technologies, Inc., a corporation organized under the laws of the state of Delaware ("SST"), have entered into a Servicing Agreement dated as of August 28, 2003 (the "Servicing Agreement") wherein AIB has directed SST to service certain loan receivables owned or serviced by AIB. All capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Servicing Agreement; and

WHEREAS, AIB has the authority to perform all servicing functions for all the Active Receivables either through its ownership of such Active Receivables, as legal successor in interest to Tranex Credit Corp., or through duly executed servicing or purchase agreements, including without limitation American Investment Financial, Finova Capital Corporation, Glacier Financial, or Magna Bank ("AIB Serviced Entities"); and

WHEREAS, AIB desires to appoint SST as its true and lawful attorney-in-fact to perform all required servicing functions for all Active Receivables;

NOW THEREFORE, AIB hereby appoints SST as its true and lawful attorney-in-fact to act in the name, place and stead of AIB or the AIB Serviced Entities for the purposes set forth below. This Limited Power of Attorney is given pursuant to the Servicing Agreement. AIB does hereby constitute and appoint SST the true and lawful attorney-in-fact of AIB and in AIB's name, place, and stead with respect to each Active Receivable delivered to SST for servicing pursuant to the Servicing Agreement for the following, and only the following, purposes:

1. To accept money due or to become due from borrowers and to collect past due amounts;
2. To take those actions necessary to comply with regulations and requirements of state or federal law;
3. To demand, recover, collect, receive and receipt for all sums of money, checks, accounts, interests, dividends and demands due or owing to AIB or the AIB Serviced Entities in connection with the Active Receivables;
4. To take possession of any collateral, and to liquidate that collateral by any lawful means and to take such lawful action as may be necessary, in the name of AIB or the AIB Serviced Entities;
5. To take any and all action necessary, on behalf of AIB or the AIB Serviced Entities to sell, transfer, liquidate or otherwise dispose of any collateral from the Active Receivables acquired through repossession or otherwise and execute all contracts, agreements, deeds, certificates of title, assignments and other instruments necessary to effect any such sale, transfer, liquidation or disposition and to receive the proceed checks therefore;
6. To prepare, execute and deliver satisfactions, cancellations, discharges, or full or partial releases of lien; and

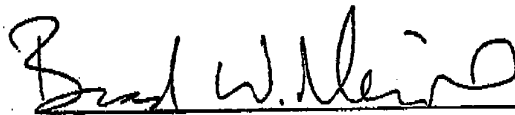
7. To prepare, execute and deliver any and all documents necessary to accomplish the foregoing, including without limitation certificates of title, contracts, assignments, releases, extensions, amendments, satisfactions, and full or partial releases of liens, and to take any and all such other acts of any kind and nature whatsoever SST may find necessary to service the Active Receivables consistent with the Agreement.

AIB further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that SST may lawfully perform in exercising those powers by virtue hereof. AIB further grants to SST the limited power of substitution and revocation of another party for the purposes set forth therein, hereby ratifying and confirming all that the attorney-in-fact, or a substitute or substitutes, shall lawfully do or cause to be done by virtue of this Limited Power of Attorney and the rights and powers.

SST shall indemnify, defend, and hold harmless AIB, its successors and assigns, from and against any and all losses, costs, expenses (including, without limitation, reasonable attorneys' fees), damages, liabilities, demand, or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken by SST or agent by substitution pursuant to this Limited Power of Attorney, which act results in a claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person or entity not expressly authorized hereby.

IN WITNESS WHEREOF, AIB has executed this Limited Power of Attorney effective this 1st day of Septmeber 2003.

AMERICAN INVESTMENT BANK, N.A.

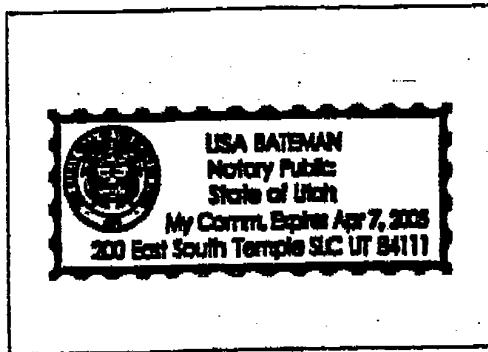


Brad W. Merrill
Executive Vice President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

I certify that I know or have satisfactory evidence that Brad W. Merrill is the person who appeared before me, and said person acknowledged that he signed this instrument as the Executive Vice President of American Investment Bank, N.A., a national bank, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument, and on oath stated that he was authorized to execute said instrument on behalf of said corporation.

DATED: 9-4-03



Lisa Bateman
(Signature)

Lisa Bateman
(Please print name legibly)

NOTARY PUBLIC in and for the State of
Utah, residing at Salt Lake County, Utah
My commission expires 4-7-05

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4. To take possession of any collateral, and to liquidate that collateral by any lawful means and to take such lawful action as may be necessary, in the name of AIB or the AIB Serviced Entities;
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