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LIMITED POWER OF ATTORNEY

Title of Document

Affirmation Statement

X I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030)

_____ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: _____

(State specific law)

WBA _____ Title agent

Print Wayne Aiken

Date 2/27/13

Grantees address and mail tax statement:

Wayne Aiken
637 S. 400 East
Cedar City, Utah 84220

LIMITED POWER OF ATTORNEY

I, the undersigned RUSSELL AIKEN, of Las Vegas, Nevada, do hereby appoint, WAYNE AIKEN residing at 637 S. 400 East, Cedar City, UT 84720, as my limited attorney in fact and agent (subsequently referred to collectively as "agent") to act in my name and for my benefit in respect of the mining claims situated in Lincoln County, Nevada known as the HERO CLAIMS, as hereinafter described. 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. Limited 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 only to the HERO CLAIMS (mining claims situated in Lincoln County, Nevada as hereinafter described) as specifically enumerated in this instrument. 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 limited power of attorney. The HERO CLAIMS are described as follows:

Four (4) , 80 acre Precious Metals BLM Association Placer Claims, 320 acres located in Lincoln County, Nevada known as: **HERO CLAIMS GROUP**; **Batman: NMC0933942**, Mt. Diablo Meridian, Township 3N, Range 63E, 1320 feet east/west, 1320 feet south/north in southwest corner of section 30 and 1320 feet south/north in southeast corner of section 29. **Superman: NMC0933943**, Mt. Diablo Meridian, Township 3N, Range 63E, 2640 feet east/west, 1320 feet south/north in north of section of the northeast corner of section 31. **Captain America: NMC0933944**, Mt. Diablo Meridian, Township 3N, Range 63E, 2640 feet east/west, 1320 feet south/north in south section of the northeast corner of section 31. **Spiderman: NMC0933945**, Mt. Diablo Meridian, Township 3N, Range 63E, 1320 feet east/west, 1320 feet east/west, 2640 feet south/north in the northwest corner of section 32.

2. Specific Powers. My agent shall have and may exercise each of the following specific powers:

(a) Power to Pledge, Assign and Sell. To exchange, grant options and sell, pledge, assign, release, convey, mortgage, hypothecate, and lease the HERO CLAIMS upon 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 of sale, security agreements and related forms, exchange agreements, bills, bonds, notes, receipts, releases and satisfactions of mortgages, security interests, and judgments, and such other instruments in writing as shall be proper.



(b) Powers of Collection and Payment. With respect only to the HERO CLAIMS, 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 whatsoever, liquidated or unliquidated, now owned by, or due, owing, payable or belonging to, me; 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 instruments, and to adjust, sell, compromise and agree to the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same, related only to the HERO CLAIMS.

(c) Management Powers. To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, partition and in any manner deal with HERO CLAIMS, or any interest therein, upon such terms and conditions as my agent shall deem proper.

3. Revocability. This limited 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 limited 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 Limited 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. Expiration. Unless sooner revoked in the manner above provided, this Limited Power of Attorney shall expire at midnight on December 31, 2019.



8. Governing Law. This Limited 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.

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

IN WITNESS WHEREOF, I have executed this Limited Power of Attorney this 9th day of July, 2009.

Russell Aiken 7/9/2009

RUSSELL AIKEN

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 9th day of July, 2009, before me, the undersigned, a Notary Public in and for said county state, personally appeared RUSSELL AIKEN, known to me to be the person whose name is subscribed to the within Power of Attorney and acknowledged to me that he 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.

[Signature]

NOTARY PUBLIC

My Commission Expires:

8-13-2012

