

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE PETROL OIL AND GAS CORPORATION, a Delaware corporation, whose address for these purposes is c/o Universal Exploration Ltd., 11th Floor, 736 Eighth Avenue S.W., Calgary, Alberta, Canada T2P 1H4 hereby makes, constitutes and appoints WESTMONT GOLD INC., a Delaware corporation, whose address for these purposes is 4949 South Syracuse Street, Suite 4200, Denver, Colorado 80237 ("Westmont"), as its true and lawful attorney in fact with full power and authority in its name and in its stead and on its behalf to discharge and perform any duty or liability and to exercise any right, power, privilege, or option which the undersigned has, or claims to have, with respect to that certain real property situated in Eureka County, Nevada, that is more particularly described in Schedule 1, attached to and by this reference incorporated into this Power Of Attorney, together with all minerals, mineral substances, extralateral rights, rights to surface use, water, water rights, easements, rights-of-way, improvements, fixtures and appurtenances in, on, under, appurtenant to or associated with such real property (collectively the "Subject Property"), including but not limited to the powers as follows:

1. Westmont may do all things and take all actions that Westmont, in its sole discretion, may deem necessary, appropriate or desirable to market and sell the Subject Property, including without limitation, (to the extent deemed desirable by Westmont) the following: (i) the dissemination to third parties of any and all information, data, maps, reports, logs, cuttings, samples or books pertaining to the Subject Property or operations or business arrangements with respect to the Subject Property ("Marketing Information"); (ii) the offering of the Subject Property for sale; (iii) the solicitation of offers from third parties for the purchase of the Subject Property; (iv) arranging for and allowing the inspection of the Subject Property and the review and copying of Marketing Information by interested third parties, their agents and representatives; and (v) negotiating, executing and delivering, on behalf of the undersigned, an agreement for the sale of the Subject Property (hereinafter a "Sale Agreement").

2. In connection with a Sale Agreement, Westmont may agree, on behalf of the undersigned, to such terms, conditions, covenants, representations, warranties, indemnifications and undertakings as Westmont, in its sole discretion, deems necessary, appropriate or desirable.

3. Additionally, the undersigned does hereby authorize Westmont, at any time and from time to time, to do all things that Westmont, in its sole discretion, deems necessary, appropriate or desirable in connection with the closing of the sale of the Subject Property (the "Closing"), including without limitation: (i) the execution and delivery, on behalf of the undersigned of any deeds, bills of sale, assignment of leases, other instruments of transfer or conveyance, warranties of sale, indemnifications, settlement statements, disclosure statements, affidavits concerning mechanics' liens, amendments or extensions of the Sale Agreement (and of the Closing thereunder) and all other documents and

instruments pertinent to the Closing; and (ii) arranging for and allowing the inspection of the Subject Property and the review and copying of Marketing Information by the prospective purchaser, its agents and representatives.

4. Westmont may take all such further actions and execute and deliver all such further documents or instruments as may be necessary to ensure that the Subject Property is conveyed to the purchaser free and clear of all liens, obligations, interests, claims and demands of any person or entity.

5. Westmont may sign on behalf of the undersigned all statements, documents, records, contracts, any and all other instruments required that are necessary or desirable to effectuate the marketing and selling of the Subject Property, to do all things and execute all documents in connection with such marketing and sale, to distribute the undersigned's share of the proceeds of sale to the undersigned, and to take any related or incidental actions.

AND in general, the undersigned gives Westmont in fact full power to handle all matters relating to the Subject Property in such manner and with such authority as the undersigned itself might exercise, including the power to make, execute and acknowledge instruments of every kind which may be proper or requisite to effectuate all or any of the above premises.

The undersigned hereby ratifies, confirms and approves each and every act of Westmont heretofore and hereafter taken in conformity with this Power of Attorney. THIS Power of Attorney is irrevocable. Every person or entity dealing with Westmont as the attorney for the undersigned in fact shall be entitled to rely upon the certificate of such attorney in fact to the effect that this power is in effect and will never be revoked.

IN WITNESS WHEREOF, the undersigned has set its hand at _____ day of January, 1990.

THE PETROL OIL AND GAS CORPORATION

By: _____
Title: PRESIDENT
By: Douglas
Title: Vice-President, Finance

- 2 -

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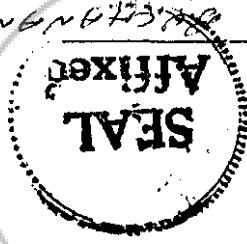


Province of Alberta
STATE OF Alberta
COUNTY OF Edmonton
SS. }

The foregoing Power of Attorney was acknowledged before me this 24 day of January, 1990 by Joseph A. Henrich on behalf of THE PETROL OIL AND GAS CORPORATION.

My commission expires: Dec. 31 / 90

Witness my hand and official seal.

 Notary Public Donald A. McEwan

SCHEDULE 1
to
POWER OF ATTORNEY

BULLION MONARCH

Unpatented Mining Claims situated in Sections 2, 10, 11 and 12,
Township 35 North, Range 50 East, Eureka County, Nevada

CLAIM NAMES AND NUMBERS

Name	Eureka County Recordation Book Page	BLM NMC Serial No.
H111 Top	104	11231
H111 Top #1	106	11232
H111 Top #2	108	11233
H111 Top Fraction	110	11234
H111 Top #1 Fraction	112	11235
H111 Top #2 Fraction	484	11228
H111 Top #3 Fraction	486	11229
H111 Top #4 Fraction	9	11230

Badger #1
Badger #1
Unity #1
Unity #2
Junction
Compromise #4
Compromise #5
Compromise #6
Compromise #7
Lamira

Joe	73	367
Don	73	368
Big Jim	0	45
Big Jim #1	0	46
Big Jim #2	0	47
Big Jim #3	0	48
Big Jim #4	0	49

92823
92824
11196
11197
11198
11199
11200

11201	50	0	Big Jim #5
11202	51	0	Big Jim #6
11203	52	0	Big Jim #7
11204	53	0	Big Jim #8
11205	54	0	Big Jim #9
11206	55	0	Big Jim #10
11207	56	0	Big Jim #11
11208	57	0	Big Jim #12
11209	58	0	Big Jim #13
11210	59	0	Big Jim #14
11211	60	0	Big Jim #15
11212	61	0	Big Jim #16
11213	62	0	Big Jim #17
11214	63	0	Big Jim #18
11215	64	0	Big Jim #19
11216	65	0	Big Jim #20
11217	66	0	Big Jim #21
11218	67	0	Big Jim #22
11219	68	0	Big Jim #23
11220	69	0	Big Jim #24
11221	70	0	Big Jim #25
11222	71	0	Big Jim #26
11223	72	0	Big Jim #27
11224	73	0	Big Jim #28
11225	74	0	Big Jim #29
72757	111	71	Big Jim #30
72758	112	71	Big Jim #31
11174	23	0	Cracker Jack #1
11175	24	0	Cracker Jack #2
11176	25	0	Cracker Jack #3
11177	26	0	Cracker Jack #4
11178	27	0	Cracker Jack #5
11179	28	0	Cracker Jack #5
11182	31	0	Yellow Rose #8
11183	32	0	Yellow Rose #9
11184	33	0	Yellow Rose #10
11185	34	0	Yellow Rose #11
11186	35	0	Yellow Rose #12
11187	36	0	Yellow Rose #13
11188	37	0	Yellow Rose #14
11189	38	0	Yellow Rose #15
11190	39	0	Yellow Rose #16
11191	40	0	Yellow Rose #17

Schedule 1-2

BLM NMC
Serial No.

Eureka County
Recordation
Book Page

Name

Yellow Rose #18
Yellow Rose #19
Yellow Rose #20
Yellow Rose #21

11192
11193
11194
11195

0
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41
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11154
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RJV

Polar #1
Polar #2
Polar #3
Polar #4
Polar #5
Polar #6
Polar #7
Polar #8
Polar #9
Polar #10
Polar #11
Polar #12
Polar #13
Polar #14
Polar #15
Polar #16
Polar #17
Polar #18
Polar #19
Polar #20

13741
11237
11238
11239
11236

62
M
M
M
M

318
216
217
218
215

Paragon #1
Paragon #2
Paragon #3
Paragon Fraction

72752
72753
72754
72755
72756

563
564
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Bullion #1 Mistle
Bullion #2 Mistle
Bullion #3 Mistle
Bullion #4 Mistle
Bullion #5 Mistle

333061
333062
333063
333064

241
242
243
244

132
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132
132

BM #1
BM #2
BM #3
BM #4

Schedule 1-3

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Eureka County
Recordation
Book Page

BLM NMC
Serial No.

BM #5	132	245	333065
BM #6	147	79	372458
BM #7	147	80	372459
BM #8	147	81	372460
BM #9	200	175	565082
BM #10	200	176	565083
BM #11	200	177	565084
BM #12	200	178	565085
BM #13	200	179	565086
BM #14	200	180	565087
BM #15	200	181	565088
BM #16	200	182	565089
BM #17	200	183	565090
BM #18	200	184	565091
BM #19	200	185	565092
BM #20	205	456	574082
Discovery #1 Amended	205	458	574084
Discovery #2	208	491	588702

Patented Mining Claims situated in Sections 2, 11, and 12,
Township 35 North, Range 50 East, Eureka County, Nevada

United States
Patent No.

United States
Survey No.

Claim

Bix Six #3
Hot
July
Great Divide
Bald Eagle

783757
881735
935874
945439
046758

4332
4422
4528
4393
4527

OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
BOOK 212 PAGE 196
Wheatmont Gold Inc.
90 AGO - 2 AM 38
EUREKA COUNTY, NEVADA
M.M. REBALCATEL, RECORDER
Schedule
FILE NO.
FEE \$ 11.00
133020

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