

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, ELTEL HOLDINGS LTD., a Canadian corporation, whose address for these purposes is 3700, 700 Second Street S.W., Calgary, Alberta, Canada T2P 2W2 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") <sup>5</sup> for a purchase price of not less than \$8,500,000.5
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.

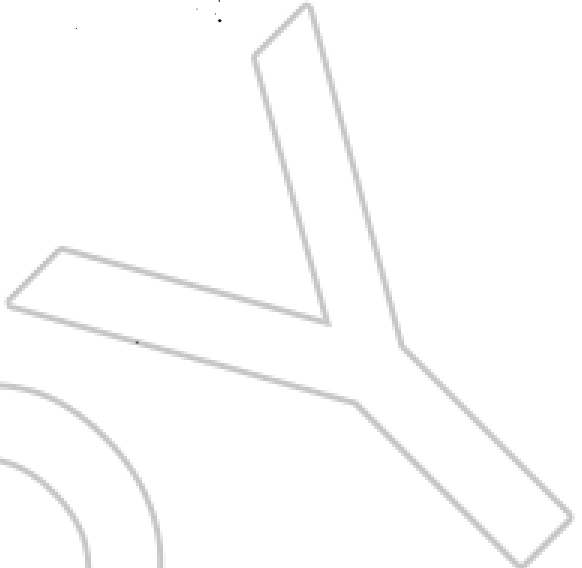
THIS Power of Attorney is irrevocable. Every person or entity dealing with Westmont as the attorney for the undersigned in fact shall be entitled to rely upon the certificate of such attorney in fact to the effect that this power is in effect and will never be revoked.

IN WITNESS WHEREOF, the undersigned has set its hand at Calgary this 20 day of January, 1990.

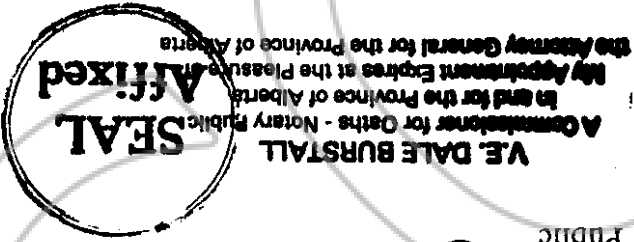
ELTEL HOLDINGS LTD.

By: K H Semlak  
Title: President





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V.E. DALE BURSTALL  
A Commissioner for Oaths - Notary Public  
in and for the Province of Alberta  
My Appointment Expires at the Pleasure of  
the Attorney General for the Province of Alberta

Notary Public

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

of ETEL HOLDINGS LTD.

The foregoing Power of Attorney was acknowledged before me this 6th day of February, 1990 by K.H. Lambert on behalf

Province of Alberta )  
STATE OF Alberta )  
COUNTY OF Calgary )  
City )  
SS. )

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 #1	104	11231
H111 Top #2	106	11232
H111 Top #1 Fraction	108	11233
H111 Top #2 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	488	11230
Badger #1	259	11243
Badger #1	260	11244
Unity #1	247	11240
Unity #2	248	11241
Junction	330	11445
Comprise #4	261	11245
Comprise #5	262	11442
Comprise #6	262	11443
Comprise #7	263	11444
Lamira	259	11242

Name	Eureka County Recordation Book Page	BLM NMC Serial No.
Joe	367	92823
Don	73	92824
Big Jim	0	11196
Big Jim #1	0	11197
Big Jim #2	0	11198
Big Jim #3	0	11199
Big Jim #4	0	11200

Schedule 1-1

BOOK 2 | 2 PAGE 220

Eureka County  
Recordation

Book Page

BLM NMC  
Serial No.

Name	Book	Page	Serial No.
Big Jim #5	50	0	11201
Big Jim #6	51	0	11202
Big Jim #7	52	0	11203
Big Jim #8	53	0	11204
Big Jim #9	54	0	11205
Big Jim #10	55	0	11206
Big Jim #11	56	0	11207
Big Jim #12	57	0	11208
Big Jim #13	58	0	11209
Big Jim #14	59	0	11210
Big Jim #15	60	0	11211
Big Jim #16	61	0	11212
Big Jim #17	62	0	11213
Big Jim #18	63	0	11214
Big Jim #19	64	0	11215
Big Jim #20	65	0	11216
Big Jim #21	66	0	11217
Big Jim #22	67	0	11218
Big Jim #23	68	0	11219
Big Jim #24	69	0	11220
Big Jim #25	70	0	11221
Big Jim #26	71	0	11222
Big Jim #27	72	0	11223
Big Jim #28	73	0	11224
Big Jim #29	74	0	11225
Big Jim #30	71	71	72757
Big Jim #31	71	71	72758
Cracker Jack #1	23	0	11174
Cracker Jack #2	24	0	11175
Cracker Jack #3	25	0	11176
Cracker Jack #4	26	0	11177
Cracker Jack #5	27	0	11178
Cracker Jack #1	28	0	11179
Yellow Rose #8	31	0	11182
Yellow Rose #9	32	0	11183
Yellow Rose #10	33	0	11184
Yellow Rose #11	34	0	11185
Yellow Rose #12	35	0	11186
Yellow Rose #13	36	0	11187
Yellow Rose #14	37	0	11188
Yellow Rose #15	38	0	11189
Yellow Rose #16	39	0	11190
Yellow Rose #17	40	0	11191

Schedule 1-2

BOOK 2 | 2 PAGE 2 | 1

BLM NMC  
Serial No.

Eureka County  
Recordation  
Book Page

Name

Serial No.	Book Page	Name
11192	41	Yellow Rose #18
11193	42	Yellow Rose #19
11194	43	Yellow Rose #20
11195	44	Yellow Rose #21
21154	385	Polar #1
11155	386	Polar #2
11156	387	Polar #3
11157	388	Polar #4
11158	389	Polar #5
11159	390	Polar #6
11160	391	Polar #7
11161	392	Polar #8
11162	393	Polar #9
11163	394	Polar #10
11164	395	Polar #11
11165	396	Polar #12
11166	397	Polar #13
11167	398	Polar #14
11168	399	Polar #15
11169	400	Polar #16
11170	401	Polar #17
11171	402	Polar #18
11172	403	Polar #19
11173	404	Polar #20
13741	318	RJV
11237	216	Paragon #1
11238	217	Paragon #2
11239	218	Paragon #3
11236	215	Paragon Fraction
72752	563	Bullton #1 M11 site
72753	564	Bullton #2 M11 site
72754	565	Bullton #3 M11 site
72755	566	Bullton #4 M11 site
72756	567	Bullton #5 M11 site
333061	241	BM #1
333062	242	BM #2
333063	243	BM #3
333064	244	BM #4

Schedule 1-3

BOOK 2 | 2 PAGE 222

Eureka County  
 Recordation  
 Book Page

BLM NMC  
 Serial No.

Name	Recordation Book Page	BLM NMC Serial No.
BM #5	132	333065
BM #6	147	372458
BM #7	147	372459
BM #8	147	372460
BM #9	200	565082
BM #10	200	565083
BM #11	200	565084
BM #12	200	565085
BM #13	200	565086
BM #14	200	565087
BM #15	200	565088
BM #16	200	565089
BM #17	200	565090
BM #18	200	565091
BM #19	200	565092
BM #20	205	574082
Discovery #1	205	574084
Amended	208	574084
Discovery #2	208	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

881735	783757	4332
935874	881735	4422
945439	935874	4528
046758	945439	4393
	046758	4527

Bix Six #3  
 Holt  
 July  
 Great Divide  
 Bald Eagle

OFFICIAL RECORDS  
 RECORDED AT THE REQUEST OF  
 BOOK 212 PAGE 217

Liability Paid  
 90 AED - 2 AII:39

EUREKA COUNTY, NEVADA  
 M.N. REBALANCE ORDER  
 FILE NO. 118

Schedule 1-4

133023

BOOK 212 PAGE 223