

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, LAMBERT MANAGEMENT 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") for a purchase price of not less than \$8,500,000.
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 30 day of February, 1990.

LAMBERT MANAGEMENT LTD.

By: K H Lambert
Title: President



Province\1729.cthpw.001

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 LAMBERT MANAGEMENT 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)
City of Calgary)
COUNTY OF Calgary)
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 Unity #1	260	11244
Badger #1 Unity #2	247	11240
Unity #1	248	11241
Unity #2	330	11445
Junction	261	11245
Comprise #4	262	11442
Comprise #5	262	11443
Comprise #6	262	11444
Comprise #7	259	11242
Lamira		
Joe	73	92823
Don	73	92824
Big Jim	0	11196
Big Jim #1	45	11197
Big Jim #2	46	11198
Big Jim #3	47	11199
Big Jim #4	48	11200

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BOOK 2 | 2 PAGE 206

BLM NMC
Serial No.

Eureka County
Recordation
Book Page

Name

Serial No.	Book	Page	Name
11201	50	0	Btg Jim #5
11202	51	0	Btg Jim #6
11203	52	0	Btg Jim #7
11204	53	0	Btg Jim #8
11205	54	0	Btg Jim #9
11206	55	0	Btg Jim #10
11207	56	0	Btg Jim #11
11208	57	0	Btg Jim #12
11209	58	0	Btg Jim #13
11210	59	0	Btg Jim #14
11211	60	0	Btg Jim #15
11212	61	0	Btg Jim #16
11213	62	0	Btg Jim #17
11214	63	0	Btg Jim #18
11215	64	0	Btg Jim #19
11216	65	0	Btg Jim #20
11217	66	0	Btg Jim #21
11218	67	0	Btg Jim #22
11219	68	0	Btg Jim #23
11220	69	0	Btg Jim #24
11221	70	0	Btg Jim #25
11222	71	0	Btg Jim #26
11223	72	0	Btg Jim #27
11224	73	0	Btg Jim #28
11225	74	0	Btg Jim #29
72757	111	71	Btg Jim #30
72758	112	71	Btg 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
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

Serial No.	Book Page	Name
1192	41	Yellow Rose #18
1193	42	Yellow Rose #19
1194	43	Yellow Rose #20
1195	44	Yellow Rose #21
1154	385	Polar #1
1155	386	Polar #2
1156	387	Polar #3
1157	388	Polar #4
1158	389	Polar #5
1159	390	Polar #6
1160	391	Polar #7
1161	392	Polar #8
1162	393	Polar #9
1163	394	Polar #10
1164	395	Polar #11
1165	396	Polar #12
1166	397	Polar #13
1167	398	Polar #14
1168	399	Polar #15
1169	400	Polar #16
1170	401	Polar #17
1171	402	Polar #18
1172	403	Polar #19
1173	404	Polar #20
13741	62	RJV
11237	216	Paragon #1
11238	217	Paragon #2
11239	218	Paragon #3
11236	215	Paragon Fraction
72752	563	Bullion #1 M111site
72753	564	Bullion #2 M111site
72754	565	Bullion #3 M111site
72755	566	Bullion #4 M111site
72756	567	Bullion #5 M111site
333061	241	BM #1
333062	242	BM #2
333063	243	BM #3
333064	244	BM #4

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Eureka County
Recordation
Book Page

BLM MMC
Serial No.

Name	Book	Page	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	205	458	574084
Amended	208	491	588702
Discovery #2	208	490	

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

United States
Survey No.

United States
Patent No.

4332
4422
4528
4393
4527

783757
881735
935874
945439
046758

Bix Six #3
Holt
July
Great Divide
Bald Eagle

OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
BOOK 212 PAGE 203
Westmont Gold Inc.
90 AGO - 2 M1:38

EUREKA COUNTY, NEVADA
M.N. REBAL EATH. RECORDER
Schedule No. 133321
FEE \$ 11.00

BOOK 212 PAGE 203

