

POWER OF ATTORNEY

133022

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CAMSELL RIVER INVESTMENTS 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 \$8,500,000.5

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 30 day of January, 1990.

CAMSELL RIVER INVESTMENTS LTD.

By: [Signature]
Title: President



Flourne
STATE OF Alberta
COUNTY OF Calgary
City
ss.)
)

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

My commission expires: _____

Witness my hand and official seal.

Notary Public

John H. Lee

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

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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

Eureka County Recordation Book Page		BLM NMC Serial No.	
104	10	11231	11231
106	10	11232	11232
108	10	11233	11233
110	10	11234	11234
112	10	11235	11235
484	9	11228	11228
486	9	11229	11229
488	9	11230	11230
259	H	11243	11243
260	H	11244	11244
247	H	11240	11240
248	H	11241	11241
330	H	11445	11445
261	H	11245	11245
262	H	11442	11442
262	H	11443	11443
263	H	11444	11444
259	H	11242	11242
73	73	92823	92823
368	73	92824	92824
45	0	11196	11196
46	0	11197	11197
47	0	11198	11198
48	0	11199	11199
49	0	11200	11200
Schedule 1-1			
Joe			
Don			
Big Jim #1			
Big Jim #2			
Big Jim #3			
Big Jim #4			
Badger #1			
Badger #2			
Junction			
Compromise #4			
Compromise #5			
Compromise #6			
Compromise #7			
Lamira			

Eureka County
Recordation
Book Page

BLM NMC
Serial No.

Btg Jim #5	50	0	11201
Btg Jim #6	51	0	11202
Btg Jim #7	52	0	11203
Btg Jim #8	53	0	11204
Btg Jim #9	54	0	11205
Btg Jim #10	55	0	11206
Btg Jim #11	56	0	11207
Btg Jim #12	57	0	11208
Btg Jim #13	58	0	11209
Btg Jim #14	59	0	11210
Btg Jim #15	60	0	11211
Btg Jim #16	61	0	11212
Btg Jim #17	62	0	11213
Btg Jim #18	63	0	11214
Btg Jim #19	64	0	11215
Btg Jim #20	65	0	11216
Btg Jim #21	66	0	11217
Btg Jim #22	67	0	11218
Btg Jim #23	68	0	11219
Btg Jim #24	69	0	11220
Btg Jim #25	70	0	11221
Btg Jim #26	71	0	11222
Btg Jim #27	72	0	11223
Btg Jim #28	73	0	11224
Btg Jim #29	74	0	11225
Btg Jim #30	71	71	72757
Btg 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
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 | 4

BLM NMC
Serial No.

Eureka County
Recordation
Book Page

Name

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

11154	385	54	54	Polar #1
11155	386	54	54	Polar #2
11156	387	54	54	Polar #3
11157	388	54	54	Polar #4
11158	389	54	54	Polar #5
11159	390	54	54	Polar #6
11160	391	54	54	Polar #7
11161	392	54	54	Polar #8
11162	393	54	54	Polar #9
11163	394	54	54	Polar #10
11164	395	54	54	Polar #11
11165	396	54	54	Polar #12
11166	397	54	54	Polar #13
11167	398	54	54	Polar #14
11168	399	54	54	Polar #15
11169	400	54	54	Polar #16
11170	401	54	54	Polar #17
11171	402	54	54	Polar #18
11172	403	54	54	Polar #19
11173	404	54	54	Polar #20
13741	318	62	62	RJV
11237	216	M	M	Paragon #1
11238	217	M	M	Paragon #2
11239	218	M	M	Paragon #3
11236	215	M	M	Paragon Fraction
72752	563	70	70	Bullion #1 M111site
72753	564	70	70	Bullion #2 M111site
72754	565	70	70	Bullion #3 M111site
72755	566	70	70	Bullion #4 M111site
72756	567	70	70	Bullion #5 M111site
333061	241	132	132	BM #1
333062	242	132	132	BM #2
333063	243	132	132	BM #3
333064	244	132	132	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
Survey No.

United States
Patent No.

Claim

Bix Six #3
Holt
July
Great Divide
Bald Eagle

783757
881735
935874
945439
046758

4332
4422
4528
4393
4527

Schedule 1-4

EUREKA COUNTY, NEVADA
M.N. REDEALTY, RECORDER
FILE NO. 133322
FEE \$ 11.00

BOOK 2 | 2 PAGE 2 | 6

OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
BOOK 212
PAGE 210
Wasson & Sons
90 A60-2 M138