

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, LAMBERT HOLDINGS LTD. (successor by corporate amalgamation to 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 Bureka 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 _____ at this 3 day of August, 1990.

LAMBERT HOLDINGS LTD. (successor by corporate amalgamation to Elitel Holdings Ltd.)

By: [Signature]
Title: President



[SEAL]

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		BLM NMC	
Book	Page	Serial No.	
104	10	11231	
106	10	11232	
108	10	11233	
110	10	11234	
112	10	11235	
484	9	11228	
486	9	11229	
488	9	11230	
259	H	11243	
260	H	11244	
247	H	11240	
248	H	11241	
330	H	11445	
261	H	11245	
262	H	11442	
262	H	11443	
263	H	11444	
259	H	11242	
367	73	92823	
368	73	92824	
45	0	11196	
46	0	11197	
47	0	11198	
48	0	11199	
49	0	11200	
Schedule 1-1			
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H111 Top #1
H111 Top #2
H111 Top Fraction
H111 Top #1 Fraction
H111 Top #2 Fraction
H111 Top #3 Fraction
H111 Top #4 Fraction

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

Joe
Don
Big Jim
Big Jim #1
Big Jim #2
Big Jim #3
Big Jim #4

Eureka County
Recordation

Book Page

BLM NMC
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	112	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 #5	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

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BLM NMC
Serial No.

Eureka County
Recordation
Book Page

Name

11192	41	0	Yellow Rose #18
11193	42	0	Yellow Rose #19
11194	43	0	Yellow Rose #20
11195	44	0	Yellow Rose #21
11154	385	54	Polar #1
11155	386	54	Polar #2
11156	387	54	Polar #3
11157	388	54	Polar #4
11158	389	54	Polar #5
11159	390	54	Polar #6
11160	391	54	Polar #7
11161	392	54	Polar #8
11162	393	54	Polar #9
11163	394	54	Polar #10
11164	395	54	Polar #11
11165	396	54	Polar #12
11166	397	54	Polar #13
11167	398	54	Polar #14
11168	399	54	Polar #15
11169	400	54	Polar #16
11170	401	54	Polar #17
11171	402	54	Polar #18
11172	403	54	Polar #19
11173	404	54	Polar #20
13741	318	62	RJV
11237	216	M	Paragon #1
11238	217	M	Paragon #2
11239	218	M	Paragon #3
11236	215	M	Paragon Fraction
72752	563	70	Bullion #1 M11site
72753	564	70	Bullion #2 M11site
72754	565	70	Bullion #3 M11site
72755	566	70	Bullion #4 M11site
72756	567	70	Bullion #5 M11site
333061	241	132	BM #1
333062	242	132	BM #2
333063	243	132	BM #3
333064	244	132	BM #4

Schedule 1-3

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BLM NMC
Serial No.

Eureka County
Recordation
Book Page

Name

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	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
Holt
July
Great Divide
Bald Eagle

783757
881735
935874
945439
046758

4332
4422
4528
4393
4527

133041

OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
BOOK 212 PAGE 260
Westmont Gold
90 AGO -7 AB:07

Schedule 1-4
EUREKA COUNTY, NEVADA
M.N. REBALANCE, RECORDED
FILE NO. FEE \$ 16.00

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