

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (this "Assignment") is made and effective this 4th day of January, 1988, by WESTMONT MINING INC., an Illinois corporation ("Seller"), to WESTMONT GOLD INC., a Delaware corporation, having offices at 4949 South Syracuse Street, Suite 4200, Denver, Colorado 80237 (the "Buyer"),

WITNESSETH:

Seller, for and in consideration of the sum of Ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does, as of the Effective Date (as hereinafter defined) GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Buyer the following rights, titles, interests and estates (all of which are herein called the "Subject Interests"):

1. All right, title, interest and estate of Seller in and to the leaseholds, mining claims, and other properties, interests and estates described in Exhibit "A" attached hereto and made a part hereof (herein called the "Subject Properties");

2. All right, title, interest and estate, of any kind or character, of Seller in and to the personal property and fixtures described in Exhibit "B" attached hereto and made a part hereof, and all other personal property and fixtures, including, without limitation, mining fixtures, tailings piles, severed ore and equipment, used or held for use in connection with the Subject Properties, but, notwithstanding the foregoing, not to include any vehicles, office facilities, office equipment, trailers or leases of vehicles, office facilities, office equipment or trailers;

3. All right, title, interest and estate of Seller in, to and under all easements, rights-of-way, surface leases, permits, licenses, contracts, agreements, leases (other than leases expressly excluded in foregoing clause "2"), security deposits (including, without limitation, those provided to secure reclamation or restoration obligations) and water rights described in Exhibit "A" (including, without limitation, any of the foregoing to which any of the Subject Properties is identified in Exhibit "A" as being subject) or in Exhibit "C" attached hereto and made a part hereof; and

4. All right, title, interest and estate of Seller in, to and under all properties or interests of every kind or character not referred to in foregoing clause "1", "2" or "3" and which directly relate to or affect any of the properties, interests, estates or lands described in Exhibit "A", "B" or "C" (other than those properties and interests expressly excluded in foregoing clause "2" or "3"), including, without limitation, all rents, issues, profits, proceeds, products, revenues and other income arising after the Effective Date from or attributable to the Subject Properties, whether such right, title, interest or estate be under or by virtue of a lease or sublease, a mining claim, a mineral deed, a royalty deed, an option agreement, a mining contract, a joint-venture agreement, a fee simple conveyance or other type of contract, conveyance or instrument or under any other type of claim or title, legal or equitable, recorded or unrecorded, even though Seller's interests may be incompletely or incorrectly described on Exhibit "A", "B" or "C", all as same may be enlarged by the passage of time or by the removal of any charges or encumbrances to which any of same are subject.

TO HAVE AND TO HOLD the Subject Interests, together with all and singular the rights, titles, interests, privileges and appurtenances in any way belonging thereto, unto Buyer and Buyer's successors and assigns forever.

Seller hereby grants and transfers unto Buyer full power and right of substitution and subrogation in and to all covenants and warranties (including, without limitation, covenants and warranties as to title), if any, by others heretofore given or made in respect of the Subject Interests or any part thereof.

As used herein, the term "Effective Date" shall mean the time of 11:59 p.m. local time at the location of each of the Subject Interests on the date first above written.

Buyer hereby assumes and agrees to pay, perform and discharge all obligations arising after the Effective Date attributable to the Subject Interests.

Buyer agrees to indemnify, defend and hold harmless Seller against any and all claims, demands, awards, assessments, losses, damages, liabilities and costs (including reasonable attorneys' fees) associated with the Subject Interests or operations thereon or for the benefit thereof, expressly including, without limitation, claims and liabilities associated with environmental or reclamation matters (all such claims, demands, awards, assessments, losses, damages, liabilities and costs herein called the "Indemnified Matters") to the extent that the Indemnified Matters relate to or arise during a time after the Effective Date.

Any covenants implied by statute or law by use of the word "grants", or other similar words, are hereby expressly waived and disclaimed. The parties agree that, to the extent required by the applicable law to be operative, the disclaimers of warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, REPRESENTATION OR COVENANTS OR WARRANTIES OF TITLE OR OF ANY OTHER KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, SELLER EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY AND FIXTURES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

Any recitation in Exhibit "A", "B", or "C" that any of the Subject Interests are or may be subject to described agreements or other instruments, shall not operate, by ratification, amendment, estoppel, waiver or otherwise, to subject any such interest to any such agreement or other instrument, such recitation being made solely for purposes of description; nor shall the reference to any such agreement or other instrument be deemed to constitute a recognition by the parties that any such agreement or other instrument is valid except to the extent that such agreement or other instrument is currently in force and effect.

The Subject Interests are assigned and such assignment is accepted subject to all valid easements, rights-of-way and other encumbrances and burdens of whatsoever kind and character, whether or not recorded.

Seller, without further consideration, agrees to execute and deliver such other instruments of assignment and take such other action (including, without limitation, the correction or completion of the description of any of the Subject Interests incorrectly or incompletely described herein or in any exhibit attached hereto or attached to any further instrument of assignment made pursuant to this paragraph) as may be reasonably required to vest effectively in Buyer record title to the Subject Interests and to put Buyer in actual possession and operating control of the Subject Interests to the same extent as Seller was theretofore in, or was theretofore entitled to be in, such actual possession or control of such Subject Interest subject to the terms and conditions of the contracts and instruments relating thereto. Said separate assignments and this Assignment shall, when taken together, be

deemed to constitute one conveyance and assignment by Seller of the applicable portion of the Subject Interests, and said separate assignments do not constitute any additional conveyance or assignment of the Subject Interests or any rights therein. Said separate assignments (i) are not intended to modify, and shall not modify, any of the terms, provisions, covenants and warranties set forth herein and are not intended to create and shall not create additional covenants and warranties, if any, of or by Seller to Buyer, and (ii) shall be deemed to contain all of the terms and provisions set forth herein, as fully and for all intents and purposes as though the same were set forth at length in said separate assignments.


All of the terms, provisions, covenants and agreements herein contained shall extend to and be binding upon the parties hereto, their respective successors and assigns.

This Assignment and the legal relations between the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Colorado without regard to the principles of conflicts of laws, except to the extent that it is mandatory that the law of some other jurisdiction, wherein the Subject Interests assigned hereunder are located, shall apply.

This Assignment is being executed in several counterparts, each of which shall for all purposes be deemed to be an original instrument, and all such counterparts together shall constitute but one and the same instrument. All such counterparts are identical, except that to facilitate recordation there are omitted from certain counterparts those property descriptions in Exhibit "A", "B" or "C" which contain specific descriptions of properties located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be recorded. One counterpart with all property descriptions included in Exhibits "A", "B" and "C" is on file at the office of Westmont Gold Inc., 4949 South Syracuse Street, Suite 4200, Denver, Colorado 80237.

Executed this 11th day of Nov, 1988, but effective as of the Effective Date.

ATTEST:

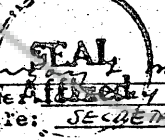

Name: JOSEPH C. MARLER
Title: SECRETARY

(SEAL)

William Stalla
Witness

Conne L. Magruder
Witness

ATTEST:


Name: JOSEPH C. MARLER
Title: SECRETARY

(SEAL)

William Stalla
Witness

Conne L. Magruder
Witness

SELLER:

WESTMONT MINING INC.,
an Illinois corporation,
having offices in Denver,
Colorado

By: [Signature]
Its President

BUYER:

WESTMONT GOLD INC., a Delaware
corporation, having offices
in Denver, Colorado

By: [Signature]
Its President

NEVADA FORM OF ACKNOWLEDGMENT

THE STATE OF COLORADO)
COUNTY OF Denver) SS.

On November 11, 1988, personally appeared before me, a Notary Public, A.F. Bissett, as President of Westmont Mining Inc., an Illinois corporation, who acknowledged that he executed the above instrument.

(SEAL)

SEAL

My commission expires:

June 16, 1991

Sharon A. Zolbrodt
Notary Public

Address: 4949 S. Syracuse Street
Suite #4200
Denver, CO 80237

THE STATE OF COLORADO)
COUNTY OF Denver) SS.

On November 11, 1988, personally appeared before me, a Notary Public, A.F. Bissett, as President of Westmont Coal Inc., a Delaware corporation, who acknowledged that he executed the above instrument.

(SEAL)

SEAL
Affixed

My commission expires:

June 16, 1991

Sharon A. Zolbrodt
Notary Public

Address: 4949 S. Syracuse Street
Suite #4200
Denver, CO 80237

Eureka County, Nevada

EXHIBIT "A"
to
Assignment, Conveyance, and Bill of Sale
from
Westmont Mining Inc.
to
Westmont Gold Inc.
dated effective as of
January 4, 1988

SUBJECT PROPERTIES
EUREKA COUNTY, NEVADA

UNPATENTED MINING CLAIMS SITUATED IN
TOWNSHIP 35 NORTH, RANGE 50 EAST, EUREKA COUNTY, NEVADA

Part A. The following patented and unpatented mining claims are subject to that certain Purchase and Sale Agreement between Polar Resources Co. and NICOR Mineral Ventures Inc. dated May 11, 1984 as evidenced by the Deed and Assignment and Bill of Sale between the same parties dated August 23, 1984 and recorded in Eureka County, Nevada on October 15, 1984 at Book 129, Page 087 and Book 129, Page 092, respectively.

1. UNPATENTED CLAIMS:

(a) Unpatented mining claims subject to an Option Agreement dated September 15, 1985, between Ronald V. Murphy and Beulah K. Murphy and NICOR Mineral Ventures Inc., a Memorandum of which is recorded in Book 140 at Page 211 of the Eureka County, Nevada records.

Claim	Location Certificate Recording Data		BLM Serial Number(s)
	Book	Page	
Hill Top	10	104	N-MC-11231
Hill Top #1	10	106	N-MC-11232
Hill Top #2	10	108	N-MC-11233
Hill Top Fraction	10	110	N-MC-11234
Hill Top #1 Fraction	10	112	N-MC-11235
Hill Top #2 Fraction	9	484	N-MC-11228
Hill Top #3 Fraction	9	486	N-MC-11229
Hill Top #4 Fraction	9	488	N-MC-11230

(b) Unpatented mining claims subject to a Lease and Option dated August 13, 1969 by and between R. D. Rubright and Mary Jo Rubright, his wife, and Fred Kurtz and Bullion Monarch Company recorded in Book 71 at Page 433 of the Eureka County, Nevada records.

Claim	Location Certificate Recording Data		BLM Serial Number(s)
	Book	Page	
The Sunday	H	126	--
Badger	H	259	N-MC-11243
Badger #1	H	260	N-MC-11244

Bullion Monarch Project

Eureka County, Nevada

EXHIBIT "A"
to
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from
Westmont Mining Inc.
to
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SUBJECT PROPERTIES

EUREKA COUNTY, NEVADA

Claim	Location Certificate Recording Data		BLM Serial Number(s)
	Book	Page	
Unity #1	H	247	N-MC-11240
Unity #2	H	248	N-MC-11241
Junction	H	330	N-MC-11445
Compromise #4	H	261	N-MC-11245
Compromise #5	H	262	N-MC-11442
Compromise #6	H	262	N-MC-11443
Compromise #7	H	263	N-MC-11444
Lamira	H	259	N-MC-11242

(c) Unpatented mining claims and millsites acquired by Polar Resources Co.

Joe	73	367	N-MC-92823
Don	73	368	N-MC-92824
Big Jim	0	45	N-MC-11196
Big Jim #1	0	46	N-MC-11197
Big Jim #2	0	47	N-MC-11198
Big Jim #3	0	48	N-MC-11199
Big Jim #4	0	49	N-MC-11200
Big Jim #5	0	50	N-MC-11201
Big Jim #6	0	51	N-MC-11202
Big Jim #7	0	52	N-MC-11203
Big Jim #8	0	53	N-MC-11204
Big Jim #9	0	54	N-MC-11205
Big Jim #10	0	55	N-MC-11206
Big Jim #11	0	56	N-MC-11207
Big Jim #12	0	57	N-MC-11208
Big Jim #13	0	58	N-MC-11209
Big Jim #14	0	59	N-MC-11210
Big Jim #15	0	60	N-MC-11211
Big Jim #16	0	61	N-MC-11212
Big Jim #17	0	62	N-MC-11213
Big Jim #18	0	63	N-MC-11214
Big Jim #19	0	64	N-MC-11215
Big Jim #20	0	65	N-MC-11216
Big Jim #21	0	66	N-MC-11217
Big Jim #22	0	67	N-MC-11218
Big Jim #23	0	68	N-MC-11219
Big Jim #24	0	69	N-MC-11220
Big Jim #25	0	70	N-MC-11221
Big Jim #26	0	71	N-MC-11222
Big Jim #27	0	72	N-MC-11223

Bullion Monarch Project

Eureka County, Nevada

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SUBJECT PROPERTIES

EUREKA COUNTY, NEVADA

Claim	Location Certificate Recording Data		BLM Serial Number(s)
	Book	Page	
Big Jim #28	0	73	N-MC-11224
Big Jim #29	0	74	N-MC-11225
Big Jim #30	71	111	N-MC-72757
Big Jim #31	71	112	N-MC-72758
Cracker Jack	0	23	N-MC-11174
Cracker Jack #1	0	24	N-MC-11175
Cracker Jack #2	0	25	N-MC-11176
Cracker Jack #3	0	26	N-MC-11177
Cracker Jack #4	0	27	N-MC-11178
Cracker Jack #5	0	28	N-MC-11179
Yellow Rose #6	--	--	--
Yellow Rose #7	--	--	--
Yellow Rose #8	0	31	N-MC-11182
Yellow Rose #9	0	32	N-MC-11183
Yellow Rose #10	0	33	N-MC-11184
Yellow Rose #11	0	34	N-MC-11185
Yellow Rose #12	0	35	N-MC-11186
Yellow Rose #13	0	36	N-MC-11187
Yellow Rose #14	0	37	N-MC-11188
Yellow Rose #15	0	38	N-MC-11189
Yellow Rose #16	0	39	N-MC-11190
Yellow Rose #17	0	40	N-MC-11191
Yellow Rose #18	0	41	N-MC-11192
Yellow Rose #19	0	42	N-MC-11193
Yellow Rose #20	0	43	N-MC-11194
Yellow Rose #21	0	44	N-MC-11195
Polar #1	54	385	N-MC-11154
Polar #2	54	386	N-MC-11155
Polar #3	54	387	N-MC-11156
Polar #4	54	388	N-MC-11157
Polar #5	54	389	N-MC-11158
Polar #6	54	390	N-MC-11159
Polar #7	54	391	N-MC-11160
Polar #8	54	392	N-MC-11161
Polar #9	54	393	N-MC-11162
Polar #10	54	394	N-MC-11163
Polar #11	54	395	N-MC-11164
Polar #12	54	396	N-MC-11165
Polar #13	54	397	N-MC-11166
Polar #14	54	398	N-MC-11167
Polar #15	54	399	N-MC-11168
Polar #16	54	400	N-MC-11169
Polar #17	54	401	N-MC-11170

Bullion Monarch Project

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Eureka County, Nevada

EXHIBIT "A"
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to
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dated effective as of
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SUBJECT PROPERTIES

EUREKA COUNTY, NEVADA

Name	Location Certificate Recording Data		BLM Serial Number(s)
	Book	Page	
Polar #18	54	402	N-MC-11171
Polar #19	54	403	N-MC-11172
Polar #20	54	404	N-MC-11173
RJV	62	318	N-MC-13741
Paragon	--	--	--
Paragon #1	M	216	N-MC-11237
Paragon #2	M	217	N-MC-11238
Paragon #3	M	218	N-MC-11239
Paragon Fraction	M	215	N-MC-11236
Bullion #1 Millsite	70	563	N-MC-72752
Bullion #2 Millsite	70	564	N-MC-72753
Bullion #3 Millsite	70	565	N-MC-72754
Bullion #4 Millsite	70	566	N-MC-72755
Bullion #5 Millsite	70	567	N-MC-72756

2. PATENTED CLAIMS:

Claim	United States Patent No.	United States Survey No.
Bix Six #3	783757	4332
Holt	881735	4422
July	935874	4528
Great Divide	945439	4393
Bald Eagle	046758	4527

Part B.: The following unpatented mining claims were acquired by Westmont Mining Inc.

Name	Location Certificate Recording Data		BLM Serial Number(s)
	Book	Page	
BM #1	132	241	N-MC-333061
BM #2	132	242	N-MC-333062

Bullion Monarch Project

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Eureka County, Nevada

EXHIBIT "A"
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dated effective as of
January 4, 1988

SUBJECT PROPERTIES

EUREKA COUNTY, NEVADA

<u>Claim</u>	<u>Location Certificate Recording Data</u>		<u>BLM Serial Number(s)</u>
	<u>Book</u>	<u>Page</u>	
BM #3	132	243	N-MC-333063
BM #4	132	244	N-MC-333064
BM #5	132	245	N-MC-333065
BM #6	147	79	N-MC-372458
BM #7	147	80	N-MC-372459
BM #8	147	81	N-MC-372460

Seller's interest in the above-described properties is subject to that certain Amended and Restated Venture Agreement among The Petrol Oil and Gas Corporation, Camell River Investments Ltd., Lambert Management Ltd., Eltel Holdings Ltd., NICOR Mineral Ventures Inc. and El Dorado Gold Mines Limited dated April 15, 1986 as amended on December 5, 1986 and that certain Settlement Agreement among Westmont Mining Inc., El Dorado Gold Mines Limited, Ronald V. Markham and United Mining Corporation dated April 10, 1987.

Seller's interest in the above-described properties is also subject to that certain Agreement, Assignment and Conveyance of Net Profits Royalty Interest between NICOR Mineral Ventures Inc. and NICOR Minerals Inc. dated October 31, 1986 and recorded on November 10, 1986 in Eureka County, Nevada at Book 152, Page 047.

Bullion Monarch Project

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EXHIBIT "B"
to
Assignment, Conveyance, and Bill of Sale
from
Westmont Mining Inc.
to
Westmont Gold Inc.
dated effective as of
January 4, 1988

PERSONAL PROPERTY AND FIXTURES

BULLION-MONARCH, NEVADA

<u>Fixed Machinery & Equipment</u> <u>Type, Model and Mfg.</u>	<u>Size</u>	<u>Year</u>
1. One Beall Steel Pipe Bin, ore	12 x 12	1979
2. One Dorrco duplex Classifier	8 x 25	
3. One Dayton Blower with motor	18 1/4'	1979
4. Galigher Agitair Conditioner (One)	5 x 5	
5. Channel Conveyor (One)	24" x 29'	
6. One Flat Belt Conveyor	24" x 21'	
7. One Channel Conveyor	24" x 52'	
8. One Channel Conveyor	24" x 75'	
9. One Channel Conveyor	24" x 20'	
10. One Channel Conveyor	24" x 84'	
11. One ElJay Rollercone Crusher	36"	1979
12. One U.S. Gen. Systems Generator	30KW	1979
13. One Beall Steel Pipe Grizzly	6 x 12	1979
14. One Eimco Mill ball		
15. One Marcy Mill tube	5 x 20	
16. One G.E. Motor, electric	100 HP	
17. One Galigher 3VRG200 Pump	3 x 4	1979
18. One Ing. Rand Model A Pump	1 1/2	
19. One F.M. Centrifugal Pump	3 x 4	
20. One Denver Model E Disphram Pump	4"	
21. One ElJay L-481 Screen	4 x 8	1979
22. Three Derrick Model J Screens		1979
23. One Reduced voltage Starter	60 HP	
24. One Beall Steep Pipe Tank	20 x 20	1979
25. One Beall Steep Pipe Tank	50 x 10	1979
26. Two Beall Steep Pipe Tanks	13'9" x 15	1979
27. Two Beall Steep Pipe Tanks	14 x 30	1979
28. One Air Receiver Tank	36" x 80"	
29. One Fuel Tank with stand	2,000 Gallon	1979
30. Two Fuel Tanks	10,000 Gallon	
31. One Denver Deco Thickener	50 x 10	
32. One Universal Woboler Feeder	48" x 13'6"	
33. Two D342C Caterpillar Generators		
34. One General Electric Switchboard	4 panel	
35. One Scrubber		1979
36. One Fiberglass Round Tank	4' x 8'	1979
37. One Fiberglass Cone Bottom Round Tank	4' x 6'	1979
38. One LeRoi-Deutz Diesel Compressor		
39. One Dayton 3HP Electric Compressor		1980
40. One Techweigh Scale (Belt)	24"	1980
41. One Rite 420M BTU Roller		1980
42. Three Shaw Box Hoists (Trolly)	1/2T	1980
43. One McCulloch Generator	Mite E Mite	1980

Mobile Equipment - Unlicensed

1. One Huber HG 114 Grader Motor		
2. One Utility Trailer, homde.	4 x 7	1973

EXHIBIT "B"
to
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Westmont Mining Inc.
to
Westmont Gold Inc.
dated effective as of
January 4, 1988

PERSONAL PROPERTY AND FIXTURES

BULLION MONARCH, NEVADA

<u>Portable Equipment</u>	<u>Size</u>	<u>Year</u>
1. One McFarlane Eggers Grinder, sample	1 Cyl.	
2. One Modern Machinery Fire Pump		1979
3. One Emerson Model M. Resuscitator		
4. One March W/SS Density Scale		1979
5. One Newark Standard Sieve		
6. One Model 1100D Steam Cleaner		
7. One Lincoln SA 200F163 Welder (portable) 250A		

MOUNT HAMILTON, NEVADA

Two (2) water wells with electric submersible pumps, casing, pipe, electrical wiring and fixtures and pump houses associated with State Water Permit Nos. 41407 and 41408.

One (1) well with casing set in the NW1/4NW1/4, Section 5, Township 16 North, Range 57 East, M.D.B. & M.

Two (2) 5,000-gallon steel water tanks.

One (1) 5,000-gallon storage tank with portable water lines associated with State Water Application No. 42718.

Three (3) 20,000-gallon steel water tanks with underground pipelines attached and water truck loading facility.

Graded mobile home pads with underground water and utility lines associated with U.S. Forest Service Special Use Permit dated April 1, 1987.

Assorted plastic and galvanized steel pipe.

EXHIBIT "C"
to
Assignment, Conveyance, and Bill of Sale
from
Westmont Mining Inc.
to
Westmont Gold Inc.
dated effective as of
January 4, 1988

AGREEMENTS, PERMITS, ETC.

PROJECT

DESCRIPTION OF AGREEMENT, PERMIT, ETC.

Riverside Pass California	B.L.M. Plan of Operations No. CA-066-2P5-10 dated February 20, 1985.
Riverside Pass California	B.L.M. Plan of Operations No. CA-066-2P5-10-A dated June 20, 1985.
Riverside Pass California	B.L.M. Plan of Operations No. CA-066-2P6-3 dated March 3, 1986.
Riverside Pass California	B.L. M. Plan of Operations Application dated March 30, 1988, as amended July 6, 1988.
Bullion-Monarch Nevada	Consulting Agreement dated June 28, 1988 between Frederick E. Ertley, Jr. and Westmont Mining Inc.
Mt. Hamilton Nevada	U.S. Forest Service, Plan of Operations No. 05-04-86, Approved June 5, 1986.
Mt. Hamilton Nevada	U.S. Forest Service, Plan of Operations No. 09-04-87, Approved May 8, 1987.
Mt. Hamilton Nevada	U.S. Forest Service, Plan of Operations No. 13-04-87, Approved July 6, 1987.
Mt. Hamilton Nevada	U. S. Forest Service, Plan of Operations Application No. 05-04-88, dated November 1987.
Mt. Hamilton Nevada	U.S. Forest Service Plan of Operations No. 5A-04-88, Approved May 25, 1988.
Mt. Hamilton Nevada	U.S. Forest Service, Plan of Operations Application, No. 12-04-88, dated April 11, 1988.
Mt. Hamilton Nevada	U.S. Forest Service, Plan of Operations Application, No. 27-04-88.
Mt. Hamilton Nevada	State of Nevada, Department of Conservation and Natural Resources, Division of Water Resources: Permit Nos. 41407 and 41408. Application No. 51211.
Tess Nevada	State of Nevada, Department of Conservation and Natural Resources, Division of Water Resources: Application Nos. 51102, 51105 and 51106.

EXHIBIT C
to
Assignment, Conveyance, and Bill of Sale
from
Westmont Mining Inc.
to
Westmont Gold Inc.
dated effective as of
January 4, 1988

INSURANCE POLICIES

<u>Project</u>	<u>Issuing Company</u>	<u>Binder Number</u>
Riverside Pass Venture	U.S. Fidelity & Guaranty	CL5028
Bullion-Monarch Venture	U.S. Fidelity & Guaranty	CL5029, CL1910
Mt. Hamilton Venture	U.S. Fidelity & Guaranty	CL5031, CL1908
Railroad Venture	U.S. Fidelity & Guaranty	CL5030, CL1911

BONDS

<u>Project</u>	<u>Bond Number</u>	<u>Amount</u>	<u>Surety</u>	<u>Type</u>
State of Colorado	19-0130-10783-871	\$10,000	USF&G	Reclamation
Nevada - Mt. Hamilton U.S. Forest Service	Cash	\$ 3,500		Reclamation
Nevada - Mt. Hamilton U.S. Forest Service	Cash	\$ 2,200		Reclamation

RECORDED AT THE REQUEST OF

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Westmont Mining Inc.
89 JAN 12 AIO 57

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
MIN. RECL. BILL. RECORDER
FILE NO. FILE # 1700

126111

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