

141321

When Recorded, Mail To:  
John C. Miller  
Blohm Building, Suite 201  
Elko, Nevada 89801

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment and Bill of Sale") is made and effective as of 12:03 a.m., June 23, 1992 (the "Effective Time"), from TOUCHSTONE RESOURCES COMPANY, a Nevada corporation ("TOUCHSTONE"), also known as TOUCHSTONE RESOURCES CORPORATION, whose address is #520 Marine Building, 355 Burrard Street, Vancouver, B.C., Canada V6C 2G8, as Assignor and Seller, to NEWMONT EXPLORATION LIMITED, a Delaware corporation ("NEWMONT"), whose address is One Norwest Center, 1700 Lincoln, Denver, Colorado 80203, as Assignee and Buyer.

RECITALS

A. By Asset Purchase Agreement dated effective as of March 26, 1992, between NEWMONT and TOUCHSTONE (the "Newmont-Touchstone Agreement"), NEWMONT agreed to acquire from TOUCHSTONE ONE-HALF (1/2 OR 50%) of TOUCHSTONE's One-Half (1/2 or 50%) interest, thus being a One-Fourth (1/4 or 25%) interest in the whole of the assets of the venture, including Assigned Property and the Personal Property (as such terms are defined below).

B. Title to the Assigned Property and the Personal Property was formerly subject to a Mining Venture Agreement dated as of April 4, 1987 between TOUCHSTONE and Ivanhoe Gold Company, a Colorado corporation ("Ivanhoe") (the "Ivanhoe Venture Agreement"). The Ivanhoe Venture Agreement was terminated pursuant to Ivanhoe Joint Venture Termination Agreement dated effective as of June 23, 1992, and record title to the Assigned Property was conveyed to IVANHOE and TOUCHSTONE by the Ivanhoe Joint Venture, a British Columbia, Canada, joint venture (the "Ivanhoe Joint Venture"), in its capacity as nominee under the Ivanhoe Venture Agreement for Ivanhoe and TOUCHSTONE and record title holder on behalf of Ivanhoe and TOUCHSTONE, by its sole co-venturers Ivanhoe and TOUCHSTONE, and by Ivanhoe and TOUCHSTONE individually, by that certain Assignment dated effective as of June 23, 1992 at 12:02 a.m..

C. The Property is currently held of record, and is presently beneficially owned, One-Half (1/2 or 50%) by

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TOUCHSTONE, and One-Half (1/2 or 50%) by IVANHOE, as tenants-in-common.

D. TOUCHSTONE does not hold or use any of the tangible personal property included in this Assignment and Bill of Sale in the course of an activity for which it is required to hold a Nevada seller's permit. This Assignment and Bill of Sale is not one of a series of transactions entered into by TOUCHSTONE so as to constitute an activity requiring the holding of a Nevada seller's permit.

E. Pursuant to the Newmont-Touchstone Agreement, TOUCHSTONE desires to convey record title to One-Half (1/2 or 50%) of TOUCHSTONE's One-Half (1/2 or 50%) interest, thus being a One-Fourth (1/4 or 25%) interest in the Assigned Property and the Personal Property.

\* \* \* \* \*

#### ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TOUCHSTONE hereby assigns to NEWMONT One-half (1/2 or 50%) of TOUCHSTONE's One-Half (1/2 or 50%) right, title and interest, being no less than an undivided One-Fourth (1/4 or 25%) interest in the following (herein referred to as the "Assigned Property"): (a) the contracts and agreements listed in Exhibit A hereto, (b) the leases of equipment described in or referred to in Exhibit B, (c) the permits, licenses and approvals listed in Exhibit C, to the extent assignable under the terms thereof or applicable laws or regulations, (d) all data, maps, reports, analyses, samples, drawings, designs, blueprints, books, records, filed, and other documents and information (the "Data") relating to the real property described in Exhibit A to the Special Warranties Deed, Assignment and Quitclaim Deed dated effective as of June 23, 1992 from the Ivanhoe Joint Venture, Ivanhoe AND TOUCHSTONE TO Ivanhoe AND TOUCHSTONE (the "Real Property") or the assets described in (a) through (c) above, including but not limited to all documents and information relating to performance of assessment work for the benefit of the Real Property, and (e) all patents, trademarks, tradenames, franchises, copyrights, licenses and trade secrets relating to the Real Property or the assets described in (a) through (d) above (the "Intellectual Property"), and NEWMONT agrees to assume the benefits and burdens of the Assigned Property.

TO HAVE AND TO HOLD such interests in the Assigned Property, together with all appurtenances thereto, unto NEWMONT, and to their successors and assigns forever.

\* \* \* \* \*

BILL OF SALE

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TOUCHSTONE grants, sells and conveys to NEWMONT One-Half (1/2 or 50%) of TOUCHSTONE's One-Half (1/2 or 50%) right, title and interest, being no less than an undivided One-Fourth (1/4 or 25%) interest in the following (herein referred to as the "Personal Property"): (a) all tangible personal property, fixtures and improvements on or used on or in connection with the Real Property, including but not limited to the tangible personal property listed in Exhibit D hereto, and all mining, milling, leaching and beneficiation facilities, generators, trucks, and other vehicles, dewatering wells and equipment and pipelines located on or under the Real Property, and heap leach pads; (b) all processing chemicals, cyanide, virgin carbon, stripped carbon, supplied, consumables, inventory and work in process, and all ores, concentrates, ores and concentrates in process, slurries, pregnant solutions, gold on carbon, dore and bullion mined from the Real Property, (c) the Data and (d) the Intellectual Property.

TO HAVE AND TO HOLD such interests in the Personal Property, together with all appurtenances thereto, unto NEWMONT, and to their successors and assigns forever.

\* \* \* \* \*

This Assignment and Bill of Sale is made without representation or warranty of any kind, express, implied or statutory, except the warranty and covenant that (i) for a period of two years after the Effective Time, TOUCHSTONE, its successors and assigns, warrants to and covenants with NEWMONT, and its immediate successors and assigns, that the Assigned Property and Personal Property is free and clear of all claims, mortgages, deeds of trust, financing statements, liens, including, but not limited to, mechanic's or materialmen's liens, operator's liens and tax liens, security interests, royalty interests, overriding royalty interests, net profits interests, production payments, any other burden on or payment out of production from the Assigned Property and Personal Property, and any other agreements (including but not limited to the Ivanhoe Venture Agreement and the Amended and

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Restated Mining Venture Agreement dated September 3, 1987 between Hayes Resources, Inc., Ivanhoe and TOUCHSTONE), burdens and encumbrances of any kind or nature, and all rights to file or otherwise perfect any of the foregoing created by, through or under the Ivanhoe Joint Venture or its co-venturers (collectively, "Encumbrances"), except those Permitted Encumbrances described in Exhibit C to each of the Asset Purchase Agreement dated effective as of March 18, 1992 between NEWMONT and Ivanhoe and the Asset Purchase Agreement dated effective as of March 26, 1992 between NEWMONT and TOUCHSTONE ("Permitted Encumbrances"), and, for a period of two years after the Effective Time, TOUCHSTONE shall warrant and defend the title of NEWMONT, its successors and assigns, to the Assigned Property and Personal Property against all persons now or hereafter claiming an interest therein by, through or under the TOUCHSTONE expressly excluding and excepting from such warranty Permitted Encumbrances; and (ii) the grant and assignment contained in this Assignment and Bill of Sale is made pursuant to the Newmont-Touchstone Agreement, pursuant to which TOUCHSTONE has made certain other representations, warranties and indemnities concerning the Assigned Property and the Personal Property, and TOUCHSTONE and NEWMONT intend and agree that the warranty described in part (i) of this paragraph is in addition to such representations, warranties and indemnities, and that the representations, warranties and indemnities made in the Newmont-Touchstone Agreement shall not be deemed to have merged into the warranty described in part (i) of this paragraph.

EXECUTED on June 23, 1992, to be effective for all purposes as of the Effective Time.

TOUCHSTONE RESOURCES COMPANY,  
a Nevada corporation

By:

*Andrew F.B. Milligan*

Andrew F.B. Milligan  
President



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STATE OF COLORADO

CITY AND COUNTY OF DENVER

)  
) ss.  
)

On June 23, 1992, personally appeared before me, a Notary Public, Andrew F.B. Milligan, a duly qualified and acting officer of TOUCHSTONE RESOURCES COMPANY, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the instrument in that capacity.

Mary Kay Waggoner  
NOTARY PUBLIC

My commission expires: September 24, 1995



SCTD:AMA

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EXHIBIT A

List of Agreements Relating to Assets

The following Confidentiality Agreements among Galactic Resources Ltd., Cornucopia Resources Ltd. and the entities indicated:

DCC Equities Ltd., dated June 7, 1991; terminates June 7, 1994, two-mile area of interest.

FMC Gold Company, dated July 13, 1990; terminates July 10, 1993.

Newmont Mining Corporation, dated November 13, 1991; terminates November 13, 1992.

Amax Gold Inc., dated December 13, 1991; terminates December 13, 1992.

American Barrick, dated November 29, 1992, no expiry.

Balfour Holdings, dated January 28, 1992, no expiry.

Gold Fields Mining Corporation, dated December 11, 1991, expiring December 11, 1992.

Hemlo Gold Mines, dated February 6, 1992, expiring February 6, 1993.

Pathfinder Gold, dated January 16, 1992, expiring January 15, 1994.

Rio Algom, dated February 4, 1992, no expiry.

TVX Minerals, dated December 12, 1992, no expiry.



EXHIBIT B

List of Material Leases and Agreements  
Relating to Personal Property

Vehicles Leased from Lee Bros. Leasing, Inc., 550 Kletzke Lane, Reno, Nevada 89502:

P-1 91 Ford Explorer, White, Serial # 1FMDU34X2MUD33874, Lic. 842DVD., Dated April 15, 1991 Expires April 15, 1993.

P-9 90 Ford 4x4, Tan, Serial # 2FTEF26NXLCA73280, Lic. 770DGX, Dated February 27, 1992, Expires February 27, 1993.

P-16 91 Ford, 4x4, White w/Tan, Serial # 1FTEF14Y5MLA02325, Lic. 395DRA, Dated October 3, 1990, Expires October 3, 1992.

P-20 91 Ford Bronco, White, Serial # 1FMEU15NBMLA46731, Lic. 970DVD, Dated April 15, 1991, Expires April 15, 1993.

Other Leases and Rentals

<u>Description</u>	<u>Serial #</u>	<u>Vendor</u>
1 - 12 x 56 Safety Trailer (\$307/mo)	2256	WMI
1 - 12 x 60 Office Trailer (\$305/mo)	87-C-6-0455	CVC Leasing
1 - 12 x 60 Office Trailer (\$305/mo)	46NCA6029L 6000629	CVC Leasing
1 - Dynalift 800# Reach Truck (\$1,600/mo)	JE7459	Caterpillar Financial
1 - Panasonic Telephone System - 11 units (\$170/mo)	Model KXT61630-50	AG Telephone
1 - Use of Microwave equipment for telephones (\$140/mo)		Crescent Communications
1 - MS73 RCC Mobile Phone (\$64.50/mo)		Nevada Telecommunications
1 - 30,000 gal. propane tank (supplied at no cost)		Turner Gas

1 - 1,000 gal. propane tank  
(supplied at no cost)

6 - Water Coolers  
(\$58/mo)

3 - Coffee Makers

Medsystem Maintenance  
Agreement  
(\$300/mo)

Turner Gas

Crystal Springs

Crystal Springs

MINTEC, Inc.

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EXHIBIT C

List of Permits and Other Documents

Permits/Licenses

1. USX/Ivanhoe Final Environmental Assessment and Plan of Operations #N16-87-02P

Submitted to Bureau of Land Management, Elko Resource Area, 1988. Valid through completion of the USX Phase of the Ivanhoe Project. Forty-four (44) amendments have been filed under this plan number.

2. Water Pollution Control Permit #NEV88022 (also called Zero Discharge Permit)

Submitted to Nevada Division of Environmental Protection. Effective December 11, 1990 through December 11, 1995.

3. Air Quality Permits to Construct Nos. 2406 and 2490 through 2498

Submitted to NDEP Bureau of Air Quality (BAQ). Permits to Construct effective February and July, 1990. Currently awaiting issuance of Permits to Operate, Permit No. 2494 Carbon, Regeneration Kiln, has expired. Permits 2492 (Cement Silo) and 2493 (Lime Silo) are awaiting amendment which were requested from BAQ in March, 1991.

4. Industrial Artificial Pond Permit #1843

Submitted to Nevada Department of Wildlife (NDOW). Effective April 1, 1990 through March 31, 1993.

5. Letter of Approval for Operation of Class III Landfill

Solid Waste Management Plan submitted to Nevada Division of Environmental Protection, Bureau of Land Management and Elko County for review. No actual permit required. Valid for the duration of the USX Phase.

EXHIBIT D

Tangible Personal Property

A. Mine Site Items

1. Recovery Plant
2. Pug Mill
3. Preg & Barren Tanks
4. Pumps & Related Equipment
5. Leach Pad Liner, Electronic Detection System & Piping
6. Electrical Switchgear & Distribution
7. 1 14 X 70 Office Trailer (lab)
8. 1 8 X 45 Sampling Trailer
9. 1 1990 Kawasaki Bayou ATV
10. 1 14 X 70 Change Room/Lunchroom
11. 1 2010 Kawasaki Mule ATV
12. 1 Miller Welder
13. 1 75 kw DEUTZ generator for office trailers/GE-3  
S/N AD134942CMC
14. 1 Lister Set Generator S/N 2719-84
15. 4 Generators for water wells  
  
GE-4 25kw Deutz S/N AD131499 CMC & diesel tank  
GE-5 30kw Deutz S/N AD130043 CMC & diesel tank  
GE-6 30kw Deutz S/N AD130242 CMC & diesel tank  
GE-7 85kw Deutz S/N CR126463 MH & diesel tank
16. 2 Honda Generators (GE 9 & 10)
17. 1 Water collection tank w/Cornell pump
18. 1 Vehicle washing unit mounted on blue mobile  
trailer
19. 1 Boxcar storage unit w/contents

20. 1 3hp 20 gal. Sears compressor
21. 1 CBC pre fab steel warehouse and maintenance building

1991 Additions - Mine Site

22. Sewage Disposal System
23. Storage Fences (around cyanide bins)
24. Fusion Machine
25. Pug Mill Sampler

B. Winnemucca Office Equipment

- |   |                              |
|---|------------------------------|
| 1. WCD Turbo AT Computer  | WCD28635                     |
| 2. NEC Portable Multi-Speed Hard Disc and Epson FX-850 Printer      | 7400778HA                    |
| 3. Tandom Computer  | 41214                        |
| 4. IBM Printer  | 110278911                    |
| 5. Canon Fax Machine  | 3216137                      |
| 6. Compaq Deskpro 386/20 Computer w/ Monitor and Cumulus disk drive | 4742AQ3B0223                 |
| 7. Calcomp 1055 Plotter   | 2615                         |
| 8. Minolta EP870 Copier System                                      | S#315585                     |
| 9. Compu ADD Computer & Accessories w/Mintec Software               |                              |
| 10. HP LaserJet Printer   |                              |
| 11. Compaq Deskpro 386 Monitor                                      | 4014HT3H0546<br>003EB0053TAA |
| 12. Xerox 2510 Engineering Copier                                   | 64G035450                    |
| 13. IBM Wheelwriter 3   | 11-0054042                   |

14. Sharp TV and 2 monitors VCR Model #TSR259
15. Compaq Deskpro 286E Model #46 12K S#4948HZ3H0578
16. Calcomp 1025 Plotter 8  
Pin A-E Size S#016Y023
17. Calcomp Digitizer 36" X 48"  
Surface 4 button Model 9500 S#T003746
18. 11 Radios with Repeater
19. 4 Motorola Radios S#538HQE0565  
S#53HQEE0566  
S#538HQE0567  
S#776AQ50220
20. 2 Minolta EP270 Copiers S#1630426  
S#1618660
21. Gateway 2000 Computer System 48633DXC  
w/monitor and Bernoulli Box II  
Model B220 X S/N 012800045

1991 Additions - Office Equipment

23. Hard Drive for 286 Computer
24. Back-up Unit for Computer
25. Hard Drive for 386 Computer
26. Calcomp Digitizer Model 33480

C. Survey Equipment

1. 1 Topcon GTS-3B Electronic  
Total Station S#Q32948
2. 1 Collectech-II Data Collection  
System: 1-KCII Computer S#A88402119005-0171
3. 1 Topcon AT-F6 Auto Level S#077470
4. 1 Hewlett-Packard 48SX  
Calculator S#3017A00094

- |     |   |  |              |
|-----|---|--|--------------|
| 5.  | 1 | Hewlett Packard 41 CV<br>Calculator    | S#3017A00094 |
| 6.  | 1 | Seiko PPU thermal printer              |              |
| 7.  | 1 | Topcan battery charger                 |              |
| 8.  | 2 | Triple prism - tilt                    |              |
| 9.  | 2 | Single prism w/extra holder<br>- tilt  |              |
| 10. | 2 | Optical Plummet Tubauch<br>Model 55501 |              |
| 11. | 2 | Tubauch Adapter S-2                    |              |

D. Lab Equipment

- |     |   |  |                |
|-----|---|--|----------------|
| 1.  |   | Smith Heilfie Atomic Absorption<br>Spectrophotometer   |                |
| 2.  |   | Fume Hood  | S/N 7946084    |
| 3.  | 2 | BICO Pulverizers                                       | Model #242-67S |
| 4.  |   | 3-Phase Dust Collector,                                | Part #2429200  |
| 5.  |   | Sturtevant Crushing Rolls, 3-Phase                     |                |
| 6.  |   | Rhino Jaw Crusher                                      | Part #24800    |
| 7.  |   | Shelf Oven   | S/N 630162     |
| 8.  | 2 | Beckman table top GP<br>centrifuge                     |                |
| 9.  | 1 | UTI 286 micro computer<br>w/Panasonic KX-P1624 printer |                |
| 10. | 1 | Thomas Jarrell Ash 440<br>Automatic Vapor Accessory    |                |
| 11. | 2 | Stera model 500L balances                              |                |
| 12. | 1 | Branson 220 ultrasonic<br>cleaner                      |                |
| 13. | 1 | Precision gravity<br>convection oven                   |                |

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E. Shop Equipment

1. 1 Craftsman Compressor Unit CP-2
2. 1 Acme electric Atec 60 amp battery charger

F. Vehicles

Ivanhoe I.D.E	Description	Vehicle I.D.#
1. P5 - '88 F250	Blue 4X4 302 Engine 8 Cylinder, 16" Tire	5294
2. P15 - Ambulance	Orange/Blue & white	6523
3. P18 - 78 3/4 ton	Two-tone Blue Flatbed 6 Cylinder, 15" Tire	4333
4. P19 - '76 E250	Blue & White Utility Van 2X4 VIN #E24HHB070-0	7040
5. P21 - '78 E350	Utility Van VIN #E24HHBG4871	4871

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*John Miller*  
'92 JUN 26 A9:34

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEE \$

141321

18.00

CERTIFICATION OF COPY

STATE OF NEVADA)  
COUNTY OF ELKO ) SS.  
I, JERRY D. REYNOLDS, the duly elected and  
qualified Recorder of Elko County, in the State of  
Nevada, do hereby certify that this is a true, full  
and correct copy of the instrument now on record  
in this office. IN WITNESS WHEREOF, I have  
hereunto set my hand and affixed the seal of my  
office, in Elko, Nevada this

25 day of June 1992  
JERRY D. REYNOLDS, COUNTY RECORDER

By  
(SEAL)

SEAL  
Affixed

JFCD DE4

FEE \$20.00 FILE # 322561

FILED FOR RECORD  
AT REQUEST OF

*John Miller*  
'92 JUN 25 A11:27

RECORDED BY 787 FILE 820  
JERRY D. REYNOLDS  
ELKO CO. RECORDER

322561

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