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MINING AGREEMENT

That on the 18th day of November 19 78

Sam M. Robison and Martha V. Robison

, GRANTORS,

Party of the First Part, for the sum of One Dollars

($1.00) advance royalty and other good and valuable considerations, the receipt of which is hereby acknowledged,

hereby grants to Frank Magini and/or Jeanne Magini

, GRANTEE,

Party of the Second Part, the exclusive right to search, prospect, explore for and to mine valuable minerals and ores on the following described lands hereinafter referred to as the Mining Property, to wit:

See Exhibit No. 1

containing acres more or less, situated in Section, Twp., Rge.,

County, together with the right of ingress and egress and the right to perform such physical operations necessary in the opinion of the Grantee to evaluate the mineral potential of the above described lands, and the right to remove and sell any valuable minerals or ores found subject to the following terms and conditions:

1. The within agreement shall extend for a period of ten years from and after the date hereof and so long thereafter as valuable ores or minerals are produced from the described lands, providing this lease is in good standing and the terms and conditions are kept in good faith, and royalties are paid as provided.

2. Grantee shall conduct prospecting and/or mining activities with reasonable diligence, skill and care for the purpose of achieving and maintaining production of ores and minerals consistent with good business and mining practice, the size of the deposit, market price and production quotas and the laws of the State and the Nation.

3. Grantee shall pay Grantor as production royalty on all sums received by Grantee for minerals, metals or ores sold from the Mining Property, less all transportation and treatment charges incurred after the ore is removed from the leased premises (i.e.: Net Smelter Returns less transportation to smelter) a royalty of ten percent (10%), on or before the 20th day of the month next following receipt of payment by Grantee of such sales, and shall pay Grantor a minimum advance royalty in lieu of production requirements the sum of none dollars ($ none) per , payable in advance starting on the day of, 19. Advance royalty accrued may be deducted from production royalties when due.

All payments may be made to Grantor at the address as set forth above, or at the option of Grantee, they may be made to the account of Grantor at the Branch Bank to be named by Grantors.

4. Grantor may examine Grantee's records and accounts at a reasonable time monthly and may inspect the property and mine workings at all reasonable times at his own risk. Should this agreement be terminated before the purchase of the Mining Property then Grantee will furnish Grantor with a copy of drilling, assay, and engineering data pertaining thereto. In the event that mining operations are commenced Grantee will carry adequate insurance to indemnify, defend, and save harmless Grantor from incidents or accidents which may result from such work. Grantor should of his own accord post and record his own notices of non-liability. Grantee will conduct his operations in full compliance with the laws of the State and Nation, and shall pay when due all valid claims for work done and services rendered, and/or material furnished in his operations hereunder, and shall pay all State and County tax assessments upon his structures, machinery and/or personal property placed upon the leased premises. In the event this agreement is terminated prior to purchase Grantee shall have 90 days in which to remove his mining or milling machinery, equipment, fixtures and structures from the Mining Property irrespective of its manner of attachment, provided no ground supports shall be removed.

5. Grantor may cancel this agreement if Grantee fails to remove or cure default or breach of contract within thirty (30) days after proof and written notice served by registered mail on Gantee particularly describing the default. Grantee may terminate his rights and responsibilities hereunder by giving thirty days written notice served by registered mail and paying all sums then due which shall be retained by Grantor as liquidated damages.

6. Grantor warrants and represents clear title and ownership to the Mining Property and/or mining claims described herein within the paramount title of the State and Nation. In the event Grantee incurs reasonable legal costs and fees in the perfection of title to same, such costs and fees acrued may be deducted from amounts due Grantor hereunder. If Grantor is found to own less than the whole and undivided fee or Mining Property described herein, then the royalties and other considerations, may be paid into escrow to be divided among the owners in proportion to their respective interests. In the event that mining claims are part of the Mining Property described herein, annual assessment work shall be done and proof of labor filed of record on or before August 1st by Grantee and to the account of Grantee during any calendar year in which this agreement is in effect after January 1st of that year.

7. ~~OPTION TO PURCHASE:~~ In consideration of the premises and the sums paid as royalties and advance royalties, Grantor hereby gives Grantee an exclusive option to purchase the Mining Property herein described for the total sum of 0 dollars ($ 0) if paid within 0 years of the date hereof. All payments made hereunder including minimum advance and production royalties made prior to the close of the option period or term shall apply on and decrease the option price accordingly, and when such payments, advance and production royalties shall total twenty percent (20%) of the option price then Grantor upon written request by Grantee will place in Escrow a good and sufficient deed which upon close of Escrow will convey all of Grantors right, title and interest in and to said Mining Property unto Grantee.

8. This agreement shall inure to the benefit of the heirs, successors and assigns of the parties hereto

Any and all heirs, successors and assigns.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN.

Frank Magini — Sam M. Robison

Jeanne Magini — Martha V. Robison

Nov 18th, 1978.

My Commission Expires Mar 4, 1979

December 7, 1978

This purchase option agreement is an attachment to the mining agreement between Sam M. Robison and Martha V. Robison, grantors and Frank Magini and/or Jeanne Magini, grantees, dated November 18, 1978, and is a purchase option covering the same mining claims listed in exhibit no. 1.

OPTION TO PURCHASE: In consideration of the premises and the sums paid as royalties and advance royalties, Grantor hereby gives Grantees an exclusive option to purchase the Mining Property described for the total sum of One Million dollars ($ 1,000,000.00) if paid within ten (10) years of the date hereof. All payments made hereunder including minimum advance and production royalties made prior to the close of the option period or term shall apply on and decrease the option price accordingly, and when such payments, advance and production royalties shall total twenty percent (20%) of the option price then Grantor upon written request by Grantees will place in Escrow a good and sufficient deed which upon close of Escrow will convey all of Grantors right, title and interest in and to said Mining Property unto Grantees.

Sam Robison

Frank Magini

Sam M. Robison

Jeanne Magini

Martha V. Robison

Jeanne Magini

Martha V. Robison

Bill Lehmbeck
2/18/88.

	Au (opt)	Ag.	
7001	·026		Search prospect:
2	·010		
3	<·002		
4	<·002		
5	·020		
6	<·002		
7	<·002		
8	<·002		
9	<·002		
10	·160		Cucurpe:
11	1·605		
12	·066		
13	·250		
14	·002		
07224	·008		Vamballe
25	<·002		
26	·080		
27	<·002		
NR			
29	·045		Golden Condor.
30	·120		

SKYLINE LABS, INC.
1775 W. Sahuaro Dr. • P.O. Box 50106
Tucson, Arizona 85703
(602) 622-4836

REPORT OF ANALYSIS

JOB NO. UGH 170
February 19, 1988
PROJECT NO.: E15004
07001 TO 07230

WESTMONT MINING, INC.
Attn: Mr. Hugo Dummett
2341 S. Friebus, Suite 12
Tucson, Arizona 85713

Analysis of 20 Rock Samples

	ITEM	SAMPLE NUMBER	FIRE ASSAY Au (oz/t)	FIRE ASSAY Ag (oz/t)
HTD's sampling at Search prospect, west of Newsboy	1	07001	.003	.03
	2	07002	<.002	.01
	3	07003	<.002	.02
	4	07004	<.002	.03
	5	07005	.020	.15
	6	07006	<.002	.02
	7	07007	<.002	.02
	8	07008	<.002	<.01
	9	07009	<.002	<.01
Tony Kuehn's sampling near P.D.'s Santa Gertrudis prospect, Sonora	10	07010	.160	.06
	11	07011	1.605	.21
	12	07012	.066	.01
	13	07013	.250	.02
Vernbelle prospect - Maricopa County AZ,	14	07014	.002	<.01
	15	07224	.008	.16

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JOB NO. UGH 170
February 19, 1988

	ITEM	SAMPLE NUMBER	FIRE ASSAY Au (oz/t)	FIRE ASSAY Ag (oz/t)
Vernbelle Maricopa Co.	16	07225	<.002	.08
	17	07226	.080	.08
	18	07227	<.002	.02
	19	07228 *	0.000	0.00
Sam Robison's	20	07229	.044	.06
Golden Condor property La Paz, Co.	21	07230	.120	.05

*NOTE: Item 19 Sample No. 07228 was not received.

REGISTERED CERTIFICATE NO. 9425 WILLIAM L. LEHMBECK DATE SIGNED 2-25-88 Arizona U.S.A.

William L. Lehmbeck
Manager

Bill Lehmbeck
2/18/88.

	Au (opt)	Ag.	
7001	·026		Search prospect:
2	·010		
3	<·002		
4	<·002		
5	·020		
6	<·002		
7	<·002		
8	<·002		
9	<·002		
10	·160		Cucurpe:
11	1·605		
12	·066		
13	·250		
14	·002		
07224	·008		Vamballe
25	<·002		
26	·080		
27	<·002		
NR			
29	·045		Golden Condor.
30	·120		