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ATTESTATIONS OF VALIDTY OF ATTACHED DOCUMENTS

COPY

TO : Whom it may concern

February 4, 2004

From: Bill Glen Foster

Subject: Attestations of Validity of Attached Documents

I, Bill Glen Foster, hereby attest to the following:

1. I hereby attest that I was the President of New Concept Mining , Inc. from 1994 to 1997. I was also an officer and director of that corporation.
2. I further attest that the attached documents are Xerox copies of the originals that were Signed by myself and also the then Chairman of the Board of ATG (American Technologies Group, Inc) and they include the following:
 - A. Letter of intent between ATG and New Concept Mining that did in fact take place.
 - B. Promissory Note from New Concept Mining to Anthony Selig in the sum of \$600,000 secured by all the listed mining assets, properties and claims in Manhattan , Nevada and Tempiute, Nevada, that were made part of a complete first deed of trust that was filed at Tonapah, Nevada in Nye county around the same time and the assets belonged to Anthony Selig.
 - C. Promissory Note from New Concept Mining, Inc to Anthony Selig for the sum Of \$125,000 secured by all the listed mining assets, properties and claims in Manhattan, Nevada and Tempiute, Nevada, that were made part of a complete first deed of trust that was filed at Tonapah, Nevada in Nye county around the same time period of 1994-1995 and the assets belonged to Anthony Selig.
3. I further attest that these notes were never paid or retired by New Concept Mining, Inc. or American Technologies Group, Inc. and the assets belong to Anthony Selig of Las Vegas, Nevada.


Further information, my current residence and Anthony Selig are as follows:

Bill G. Foster
1875 Stevenson Ave.
Clearwater, Florida 33755

Anthony Selig
9100 Sunnyfield Drive
Las Vegas , Nevada, 89134

I attest the above to be true and correct and the signatures on the documents to be the original signatures and mine.

Signed this 4th day of February 2004 in Clearwater, Florida.


Bill Glen Foster

Notary







AMERICAN TECHNOLOGIES GROUP, INC.

January 24, 1995

Bill Foster
 President
 New Concept Mining, Inc.
 10564 Redmont Avenue
 Tujunga, California 91042

Re: Letter of Intent

Dear Mr. Foster:

American Technologies Group Inc., a Nevada corporation ("ATG"), hereby expresses its intention in principal to acquire all of the outstanding shares of New Concept Mining, Inc., a Nevada corporation ("NCM"), from its shareholders (the "Shareholders") in accordance with the following terms:

1. Share for Share Exchange. At Closing, as hereinafter defined, ATG will issue to the Shareholders one share of ATG Common Stock for each share of NCM Common Stock held by such Shareholder. There will be no more than 945,000 shares of NCM Common Stock outstanding at Closing. The ATG Common Stock will be valued at the average of the closing bid and asked price over the 45 trading days prior to the Closing. Total ATG shares issued will not exceed 945,000 shares but could be less depending on final asset valuation. In the event that the final valuation of NCM net assets is less than \$3.8 million dollars the number of ATG shares issued to NCM stockholders shall be reduced proportionally.

2. Conditions:

2.1 Asset Value Prior to Closing NCM shall have title to the assets (the "Assets") set forth on Attachment A, attached hereto and incorporated hereat as though set forth in full, subject to the liabilities set forth on Attachment A, free and clear of all liens, encumbrances etc., except those set forth on Attachment A. At Closing, the gross value of the Assets shall be determined by independent evaluation and the liabilities of NCM shall not be greater than \$1,515,000 as stated in an audited balance sheet as of ~~the date within 60 days of Closing~~ (the *March 15, 1995* "Audited Balance Sheet"). At ATG's expense, ATG shall cause mining engineers to appraise the value of the principal assets of NCM for purposes of determining the value of the Assets. *red*

Bill Foster
January 24, 1995

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2.2 Teledyne, Inc. Payment. Anthony Selig shall co-make a note for NCM to pay \$50,000 to Teledyne Inc. as the initial payment under the purchase agreement for the Tempiute property (the "Tempiute Property"), which amount shall be included in the principal amount of liabilities for NCM as covered in Attachment A.

2.3 Employment Agreements. NCM shall have entered into employment agreements with Jay Schofield and Bill Foster which provide for a four year term and for Mr. Schofield, minimum compensation of \$3,000 per month, plus expenses and bonuses, and for Mr. Foster, minimum compensation of \$6,000 per month, after funding, all as more specifically provided in their respective agreements.

3. Pre-Closing Investments:

3.1 Crown Resources. On or before February 7, 1995, ATG shall invest in NCM \$20,600. NCM shall use the proceeds to reimburse Crown Resources for certain lease maintenance payments which are required under the Purchase Option Agreement between NCM and Crown Resources dated November 12, 1994.

3.2 General Expenses. ATG shall invest additional funds to NCM to satisfy the following obligations of NCM (the "General Expenses"):

a) Utilities on the Manhattan property due mid-month beginning February, 1995 in the amount of approximately \$300 per month.

b) Utilities on the Tempiute Property with the first payment due 30 days after the closing of the purchase of the Tempiute Property in the amount of approximately \$500 per month.

c) \$1,000 per month for a watchman for the Tempiute Property beginning 30 days after the closing of the purchase of the Tempiute Property.

4. Employee Payments. For a period of sixty days from the date hereof, Anthony Selig shall pay for the services of Mr. Schofield and thereafter until Closing ATG shall pay for such services in the same manner as the General Expenses. Commencing on the date hereof until Closing, ATG shall pay to NCM \$4,000 per month to be used by NCM to pay for the services of Mr. Foster. This amount will continue till project funding at which time the employment agreements will go into affect. The aggregate of such payments shall be additional consideration for ATG's acquisition of NCM. *ms*

Bill Foster
January 24, 1995

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5. Closing. The Closing of the transactions contemplated hereby will occur no later than 10 days after delivery of the Audited Balance Sheet (the "Closing") from ATG's accountants.


6. Officers and Directors of NCM. Subsequent to Closing, ATG shall cause Bill Foster to remain as President and a director of NCM and Jay Schofield to remain as Vice President of Operations and, a director of NCM for a minimum of four years, provided Messrs. Foster and Schofield comply with the terms of their respective employment agreements. Further, (i) ATG shall have Anthony Selig utilized as a consultant by NCM as needed, subject to his consent, and (ii) the Board of NCM shall remain three members.

7. Broker Fees. No one is entitled to broker's fees in connection with this transaction.


8. Expression of Intention/Binding Obligations. The letter sets forth the intentions of the parties hereto and are not binding on the parties except for Sections 2.2 and 3, which are binding on the parties hereto.


9. ATG Notes: Upon closing ATG shall cause its notes with NCM to be converted to additional equity for ATG in NCM through a reduction of shares issued by ATG to NCM shareholders.

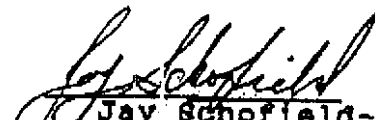
Very truly yours,

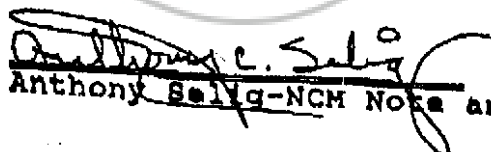

John Collins
Chief Executive Officer

The foregoing is satisfactory to the undersigned and reflects the intentions of the undersigned shareholders and note holders of NCM.


Bill Foster
President
Shareholder


Jay Schofield
Vice President
Shareholder


Jay Schofield-
Stock in Trust
Shareholder


Anthony Selig-NCM Note and Deed holder (First Deed of Trust) and

SCHEDULE 1

THE ASSETS - ASSET PURCHASE AGREEMENT
NEW CONCEPT MINING/ANTHONY SELIG

The following list of claims located in the Manhattan Mining District, Nye County, Nevada along with certain mine dumps, tailings, mill sites and equipment.

Claims:

WOLFTONE--PATENTED
WOLFTONE FRACTION--PATENTED
APRIL FOOL
APRIL FOOL FRACTION
TIP TOP
WAR EAGLE
LOTTIE LODGE--PATENTED
IDA LODGE--PATENTED *add.*

*Also April Fool Extension
Wolftone mill site
Future
Future 1-3
Manhattan Mill sites 1-7*

DUMPS/TAILINGS:

WHITE CAP DUMPS AND TAILINGS
BROWN TAILINGS
GREY TAILINGS
PINK TAILINGS
MANHATTAN CONSOLIDATED TAILINGS
KEYSTONE ORE DUMP STOCK PILE *add.*

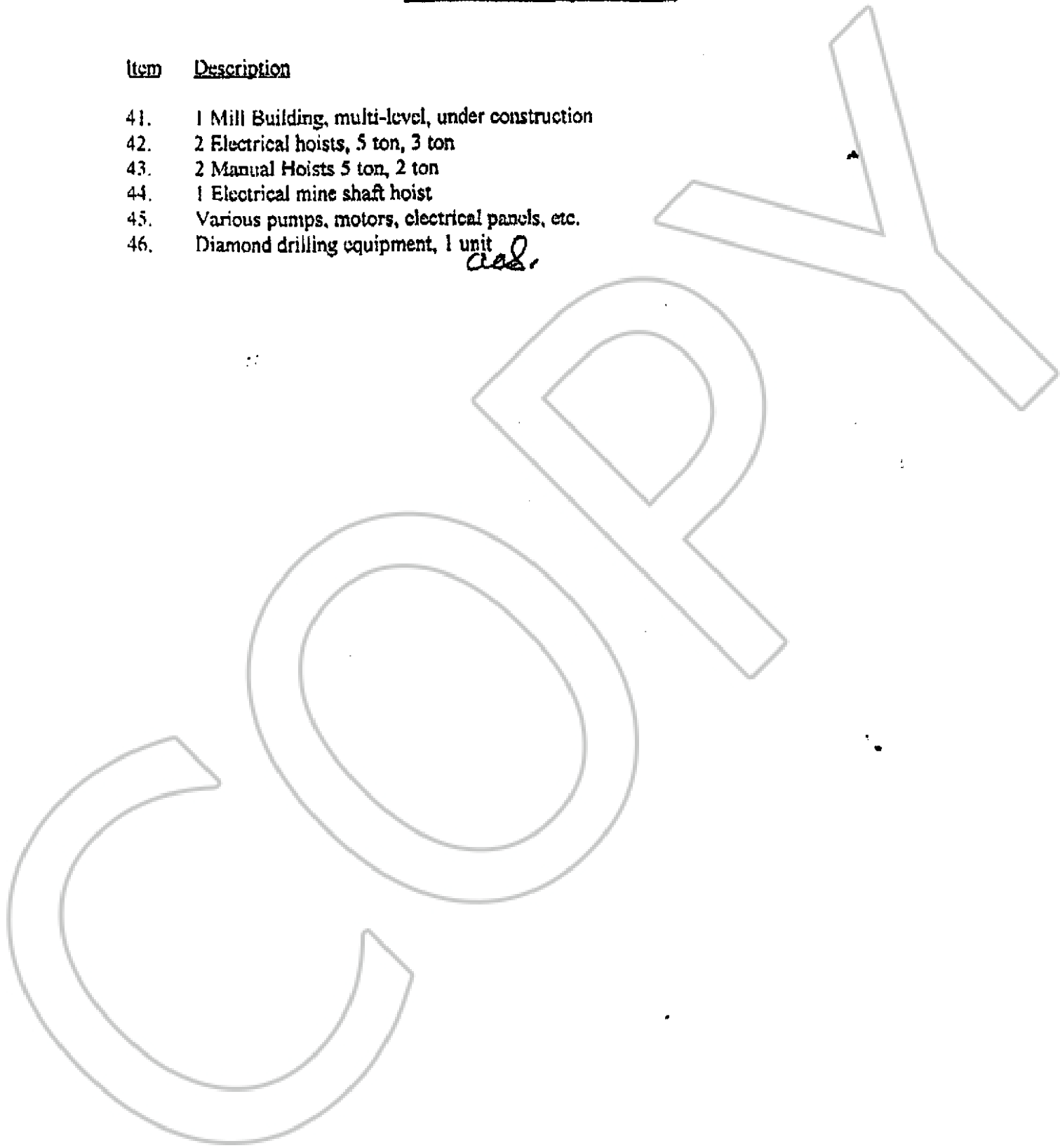
EQUIPMENT:

ALL MILL BUILDINGS AT APRIL FOOL MILL SITE
ALL TANKS AT APRIL FOOL MILL SITES
ALL CRUSHING AND SCREENING PLANTS
ALL ORE BINDS
ALL DOZERS/LOADERS/BACKHOE/WELDING EQUIPMENT, ETC.
ALL OTHER EQUIPMENT LOCATED AT MANHATTAN, NEV.
NECESSARY TO COMPLETION OF MILL
SEE COMPLETE MANHATTAN EQUIPMENT LIST *add.*

Manhattan Inventory (continued)

- | <u>Item</u> | <u>Description</u> |
|-------------|--|
| 41. | 1 Mill Building, multi-level, under construction |
| 42. | 2 Electrical hoists, 5 ton, 3 ton |
| 43. | 2 Manual Hoists 5 ton, 2 ton |
| 44. | 1 Electrical mine shaft hoist |
| 45. | Various pumps, motors, electrical panels, etc. |
| 46. | Diamond drilling equipment, 1 unit |

add



PROMISSORY NOTE**EXHIBIT A -- ASSET PURCHASE AGREEMENT**

Monrovia, California

December 14, 1994

New Concept Mining, Inc., a Nevada corporation ("Obligor") promises to pay to the order of Anthony Selig ("Obligee"), at Las Vegas, Nevada or at such other place as may be designated by Obligee in writing, the principal sum of Six Hundred Thousand Dollars (\$600,000), together with interest starting eighteen months from the date hereof at the rate of seven and one half percent (7.5%) per annum. Principal payments in the amount of \$120,000 are due annually, starting eighteen months from date of issue, on the first through fifth payment date, with a final payment of all interest due as part of the fifth payment of this note.

The principal hereunder shall be paid in lawful money of the United States of America. If any action is instituted on this Note to enforce any provision hereof or to collect any amounts due hereunder, the prevailing party shall be entitled to all reasonable attorneys' fees and costs. This Note shall be governed by the laws of the State of Nevada.


This note is made part of an assets purchase agreement that is being executed between the Obligor and Obligee for certain mining assets that are being acquired by the Corporation at Manhattan, Nevada, Templute (Teledyne and North Templute Development Corp properties).

This acquisition and note issuance has been approved by the Corporation.

In witness whereof, the undersigned Obligor has executed this note on the date hereof at Las Vegas, Nevada.

New Concept Mining, Inc.
A Nevada Corporation

By: 
Bill Foster
President-NCM

 VP acct.

PROMISSORY NOTE

Las Vegas, Nevada

December 13, 1994

New Concept Mining Inc., a Nevada corporation ("Obligor"), promises to pay to the order of Anthony Selig ("Obligee"), at Las Vegas, Nevada or at such other place as may be designated by Obligee in writing, the principal sum of One Hundred and twenty-five Thousand Dollars (\$125,000), together with interest from the date hereof at the rate of nine and one half percent (9.5%) per annum. Principal payments in the amount of \$50,000 are due beginning August 15th of 1995 and another \$75,000 plus interest due on or before August 15th, 1996.

The principal hereunder shall be paid in lawful money of the United States of America. If any action is instituted on this Note to enforce any provision hereof or to collect any amounts due hereunder, the prevailing party shall be entitled to all reasonable attorneys' fees and costs. This Note shall be governed by the laws of the State of Nevada.

This note is being made as part of an agreement with the Obligee to reimburse monies advanced by the Obligee for the acquisition of certain properties at Manhattan and Tempeute, Nevada. This note is backed by a first deed of trust on said properties.

This note and the acquisition of the properties has the approval of the Board of Directors of the Corporation.

In witness whereof, the undersigned Obligor has executed this Note on the date hereof at Las Vegas, Nevada.

New Concept Mining Inc.,
a Nevada corporation


BY: Bill Foster
President-NCM


Jay Schopfield V.P.