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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

November 21, 2008

Date of Report (Date of earliest event reported)

WESTMONT RESOURCES, INC.

(Exact name of registrant as specified in its charter)

| | | |
|---|--------------------------|-----------------------------------|
| Nevada | 000-52398 | 76-0773948 |
| (State or other jurisdiction of incorporation) | (Commission File Number) | (IRS Employer Identification No.) |

| | |
|--|--------------|
| 1621 Freeway Drive, Suite 209, Mount Vernon, Washington | 98273 |
| (Address of principal executive offices) | (Zip code) |

Registrant's telephone number, including area code: **(360) 395-6040**

Not Applicable

(Former Name or Former Address, If Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written Communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Section 1 – Registrant’s Business and Operations

Item 1.01. Entry Into A Material Definitive Agreement.

On November 21 2008, Westmont Resources, Inc., a Nevada corporation (the “Company”) entered into the Share Purchase Agreement (the “Purchase Agreement”), by and among the Company, Dr. Bruce E. Fischer, an individual, (“Fischer”) and Glenn McQuiston, an individual, (“McQuiston”), whereby the Company agreed to acquire all of the issued and outstanding capital stock of Avalon International, Inc, a Washington corporation (“Avalon”) in exchange for an aggregate of Twenty-two Million Five Hundred Thousand (22,500,000) shares of common stock of the Company, par value \$0.001 per share (the “Company’s Common Stock”), which shall be issued in the name of F&M, Ltd., a Nevada corporation, (“F&M”). Mr. McQuiston has a Five percent (5%) ownership interest in F&M and Dr. Fischer is the Managing Director of both F&M and The Avalon Group, Ltd., a Nevis corporation, which has a Ninety-five percent (95%) ownership interest in F&M.

Section 2 – Financial Information

Item 2.01 Completion of Acquisition or Disposition of Assets.

The transaction described in Item 1.01, herein above, was completed on November 21, 2008.

Section 3 – Securities and Trading Markets

Item 3.02 Unregistered Sales of Equity Securities.

(a) See Item 1.01 herein above.

(b) On November 21, 2008, the Board of Directors of the Company adopted resolutions which caused shares of the Company’s Common Stock to be issued to its officers as compensation for services rendered, as follows: Peter Lindhout, President and Chief Executive Officer, - Five Million Six Hundred Sixty-six Thousand Six Hundred Sixty-six (5,666,666) shares; Javan King, Chief Operating Officer and Secretary, - Five Million Six Hundred Sixty-six Thousand Six Hundred Sixty-seven (5,666,667) shares; and Andrew Jarvis, Chief Financial Officer and Treasurer, - Five Million Six Hundred Sixty-six Thousand Six Hundred Sixty-seven (5,666,667) shares.

Section 5 – Corporate Governance and Management

Item 5.01. Changes in Control of Registrant.

As a result of the transactions described in Item 1.01 and Item 3.01(b), herein above, there was a change in control of the Company.

The tables below set forth information with respect to the beneficial ownership of Common Stock as of November 25, 2008 for (a) any person who the Company knows is the beneficial owner of more than five percent (5%) of outstanding shares of Common Stock, (b) each of the Company’s directors and executive officers and (c) all of the Company’s directors and officers as a group. Other than the persons identified below, no person owned beneficially more than five percent (5%) of Common Stock. Unless otherwise indicated, the shareholder listed possesses sole voting and investment power with respect to the shares shown.

| Title of Class | Name and Address of Beneficial Owner | Amount and Nature of Beneficial Ownership | Percentage of Common Stock⁽¹⁾ |
|---|---|--|---|
| DIRECTORS AND EXECUTIVE OFFICERS | | | |
| Common Stock | Dr. Bruce Fischer Managing Director and Chief Executive Officer 1100 Dexter Avenue N. Seattle, WA 98109 | 21,375,000 ⁽²⁾ Indirect | 43.77% |
| Common Stock | Glenn McQuiston Treasurer, Chief Financial Officer and Director 1100 Dexter Avenue N. Seattle, WA 98109 | 1,125,000 ⁽³⁾ Indirect | 2.30% |
| Common Stock | Peter Lindhout Chairman of the Board and President 110 Wall St., 11 th Floor New York, NY 10005 | 7,500,000 Direct | 15.36% |
| Common Stock | Andrew Jarvis Secretary and Director 1621 Freeway Drive, Suite 209 Mount Vernon, WA 98273 | 7,500,000 Direct | 15.36% |
| Common Stock | Javan King Director 110 Wall St., 11 th Floor New York, NY 10005 | 7,500,000 Direct | 15.36% |
| Common Stock | All Directors and Executive Officers as a Group (5 persons) | 45,000,000 | 92.15% |

5% STOCKHOLDERS

| | | | |
|--------------|---|---------------------------------------|--------|
| Common Stock | F&M, Ltd. 1100 Dexter Avenue N. Seattle, WA 98109 | 22,500,000 Direct | 46.08% |
| Common Stock | Dr. Bruce Fischer Managing Director and Chief Executive Officer 1100 Dexter Avenue N. Seattle, WA 98109 | 21,375,000 ⁽²⁾ Indirect | 43.77% |
| Common Stock | Peter Lindhout Chairman of the Board and President 110 Wall St., 11 th Floor New York, NY 10005 | 7,500,000 Direct | 15.36% |
| Common Stock | Andrew Jarvis Secretary and Director 1621 Freeway Drive, Suite 209 Mount Vernon, WA 98273 | 7,500,000 Direct | 15.36% |
| Common Stock | Javan King Director 110 Wall St., 11 th Floor New York, NY 10005 | 7,500,000 Direct | 15.36% |

Notes:

(1) Based on 48,833,000 shares of our common stock issued and outstanding as of November 25, 2008. Under Rule 13d-3, certain shares may be deemed to be beneficially owned by more than one person (if, for example, persons share the power to vote or the power to dispose of the shares). In addition, shares are deemed to be beneficially owned by a person if the person has the right to acquire the shares (for example, upon exercise of an option) within 60 days of the date as of which the information is provided. In computing the percentage ownership of any person, the amount of shares outstanding is deemed to include the amount of shares beneficially owned by such person (and only such person) by reason of these acquisition rights. As a result, the percentage of outstanding shares of any person as shown in this table does not necessarily reflect the person's actual ownership or voting power with respect to the number of shares of common stock actually outstanding on November 25, 2008.

(2) Dr. Bruce Fischer is the Managing Director of both F&M, Ltd., a Nevada corporation, and The Avalon Group, Inc., a Nevis corporation, which has a Ninety-five percent (95%) ownership interest in F&M, Ltd.

(3) Glenn McQuiston has a Five percent (5%) ownership interest in F&M, Ltd., a Nevada corporation, which owns 22,500,000 shares of the Company's common stock.

Item 5.02. Departure of Directors or Certain Officers; Election of Officers; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(a) Not applicable.

(b) Not applicable.

(c) (1) Immediately following the closing of the events described in Item 3.02(b) and Item 2.01, herein above, the Company's Board of Directors adopted resolutions to elect the following officers and directors, effective as of November 21, 2008:

Peter Lindhout – Chairman of the Board and President
Bruce E. Fischer – Managing Director and Chief Executive Officer
Glenn McQuiston – Director, Chief Financial Officer and Treasurer
Andrew Jarvis – Director and Secretary
Javan King – Director

(2) **Peter Lindhout** – Chairman of the Board and President. Mr. Lindhout served as our Chairman of the Board, President and Chief Executive Officer beginning on October 22, 2008. Mr. Lindhout became a Managing Partner of Cumbuco Beach LLC in 2003 where he has shared responsibility for overseeing all aspects of its Merchant Banking operations with Mr. King. Mr. Lindhout was named President of Qualico Capital Corporation in January 2006 and continues to serve in such capacity. From April 2007 to present, Mr. Lindhout has served as a director of OBN Holdings, Inc., a publicly traded company involved in a variety of industries, including entertainment, real estate and manufacturing. From May 2007 to present, Mr. Lindhout has served as a director of Master Distribution Systems, Inc., a publicly traded company involved in a variety of industries, including entertainment, real estate and manufacturing.

Bruce E. Fischer – Managing Director and Chief Executive Officer. Dr. Fischer joined Avalon Group Ltd, in 2001 as its Managing Director and continues to serve in such capacity with responsibilities for overseeing all aspects of its multi-national agricultural development business. Dr. Fischer co-founded Land and Sea Development Company in 1997; Land and Sea Development Foundation in 2003; Jasper Agro-Development SA in 1999; TerraSolve Inc in 2000; Land and Sea Development LLC in 2003; US BioFuels Inc in 2000; Thai-Tea Ltd in 2004; Israeli Agro-Investment Services Ltd in 2006; Negev Agro Inc in 2005; Negev Agro LP in 2005; Negev Agro 2 LP in 2006; GSF Ltd in 2003; Expedition Leaders Inc in 2003; Avalon International Inc in 2005 and Anviron Corporation in 2007. From March 2008 to present, Dr. Fischer has also served as the Managing Director of Anviron Holding Company, a publicly traded Company involved in the manufacturing of organic products for the agriculture industry. Dr. Fischer received a BS in Accounting and BS in Geology from Long Island University, where he also received his PhD in Environmental Engineering.

Glenn McQuiston – Chief Financial Officer, Treasurer and a Director. Mr. McQuiston was appointed a Director of Anviron Holdings, Inc. in March, 2008. Mr. McQuiston is a founder and CEO of Resort Society, Inc. a luxury tour company established in May, 2008. Since 2002, Mr. McQuiston has served as CEO of Integrated Trading, Inc, doing business as Get2Networks a technology based marketing services company. From 2003 to 2005, Mr. McQuiston also served as CEO of Expedition Leaders, a company engaged in the tour and cruise business. Previously, from 1991 through 2001 Mr. McQuiston served as the CEO of Society Expeditions International, a multi-national leading luxury adventure cruise and tour operator. Mr. McQuiston is a member in good standing of the Washington State Bar Association. Mr. McQuiston graduated cum laude from Seattle University School of Law in 1980. Previously he received a Masters in International Business from The Garvin Graduate School of International Management (Thunderbird).

Andrew Jarvis – Secretary and a Director. Mr. Jarvis served as our founding Chairman of the Board, President, Secretary, Treasurer and Director from November 2004 until October 22, 2008 when he became Chief Financial Officer, Treasurer and a Director upon the appointment to Mr. Lindhout and Mr. King as officers and directors. Mr. Jarvis has a Bachelor of Business Administration (1990) from Simon Fraser University. In 2004, Mr. Jarvis successfully passed an overview course on the mineral exploration industry at the British Columbia Institute of Technology. Mr. Jarvis is a member of the British Columbia & Yukon Chamber of Mines. From 1993 to 2002, Mr. Jarvis was the president of Advantage Network Services Inc. and Expertech Cablecom Inc., companies engaged in the telecom equipment and cable installation business. He was also a director of Eagle Ridge Ventures Inc. from November 15, 2004 to August 31, 2005.

Javan King – Director. Mr. King served as our Chief Operating Officer, Secretary and a Director from October 22, 2008 until November 21, 2008. Mr. King co-founded Cumbuco Beach LLC in 2000. Currently, he continues to serve as a Managing Partner of Cumbuco Beach LLC, where he has been responsible for overseeing all aspects of its Merchant Banking operations, sharing such responsibility with Mr. Lindhout from 2003 to present. Mr. King has also been an Associate Director of Qualico Capital Corporation from 2006 to present, serving in its Corporate Financial Division.

(d) See Item 5.02(c), herein above.

(e) See Item 3.02(b), herein above.

Section 9 – Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits.

(a) Financial statement of businesses acquired.

The required financial statements are not currently available. Pursuant to paragraph (a) (4) of this Item 9.01, the required financial statements will be filed as soon as practicable, but no later than 71 days after the date that the initial report on Form 8-K must be filed.

(b) Pro forma financial information.

The required pro forma financial information is not currently available. Pursuant to paragraph (a) (4) of this Item 9.01, the required financial statements will be filed as soon as practicable, but no later than 71 days after the date that the initial report on Form 8-K must be filed.

(c) Shell company transactions.

Not applicable.

(d) Exhibits.

| Exhibit | Description | Location |
|--------------|---|-------------------|
| Exhibit 10.1 | Share Purchase Agreement, dated November 21, 2008, by and among Westmont Resources, Inc., Dr. Bruce E. Fischer and Glenn McQuiston. | Provided herewith |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 26, 2008

WESTMONT RESOURCES, INC.

By: /s/ Peter Lindhout

Name: Peter Lindhout

Title: Chairman of the Board and President

EX-10.1 2 wmont_ex10-1.htm

Share Purchase Agreement

THIS AGREEMENT made as 21st day of November ,2008

B E T W E E N:

Westmont Resources, Inc.
a Company Registered in the State of Nevada, USA

(hereinafter the "Purchaser")

- and -

The Shareholders of Avalon International, Inc.
a Company Registered in the State of Washington, USA

(hereinafter the "Vendors")

WHEREAS the Vendors are the registered and beneficial owners of all of the issued and outstanding shares (the "Purchased Shares") in the capital stock of Avalon International Inc. (the "Corporation");

AND WHEREAS the Vendors wish to sell 100% of the Purchased Shares to the Purchaser and the Purchaser agrees to purchase the Purchased Shares from the Vendors in accordance with the terms and conditions of this Agreement;

THIS AGREEMENT WITNESSES that in consideration of the covenants, agreements, warranties and payments herein set out and provided for, the parties hereto covenant and agree as follows:

ARTICLE 1 PURCHASED SHARES AND PURCHASE PRICE

- 1.1 Subject to the terms and conditions hereof, the Vendors agree to sell to the Purchaser and the Purchaser agrees to purchase from the Vendors the Purchased Shares.
- 1.2 The purchase price payable by the Purchaser to the Vendors for the Purchased Shares of the Corporation shall be 22,500,000 Common Shares of Westmont Resources, Inc., which shares shall be issued subject to the conditions specified in Article 3 of this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF THE VENDORS

- 2.1 The Vendors covenant, represent and warrant as follows and acknowledge that the Purchaser is relying upon such covenants, representations and warranties in connection with the purchase by the Purchaser of the Purchased Shares:
- (a) The Corporation has been duly incorporated and is organized, validly subsisting and in good standing under the laws of the state of Washington, USA.
 - (b) The Corporation is duly qualified as a corporation to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it or the property owned or leased by it makes such a qualification necessary.
 - (c) The authorized capital of the Corporation consists of the following:
4,000,000 authorized common shares with par value of \$0.001 which 1,000,000 shares have been duly issued and are outstanding as fully paid and non-assessable.
 - (d) No person, firm or corporation has any agreement or option, or any right or privilege capable of becoming an agreement or option for the purchase from the Vendors of any of the Purchased Shares.
 - (e) No person, firm or corporation has any agreement or option or any right or privilege capable of becoming an agreement, including convertible securities, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of the Corporation or of any securities of the Corporation.
 - (f) The Vendors are the registered and beneficial owners of the Purchased Shares, with good and marketable title thereto, free and clear of any pledge, lien, charge, encumbrance or security interest of any kind and the Vendors have the power and authority and right to sell the Purchased Shares in accordance with the terms of this Agreement.
 - (g) The books and records of the Corporation fairly and correctly set out and disclose in all material respects, in accordance with generally accepted accounting principles, the financial position of the Corporation as of the date thereof and all material financial transactions of the Corporation relating to its business have been accurately recorded in such books and records.

- (h) The corporate records and minutes of the Corporation contain complete and accurate minutes of all meetings of the directors and shareholders of the Corporation held since incorporation of the Corporation, all such meetings were duly called and held, the share certificate books, register of shareholders, register of transfers, and register of directors of the Corporation are complete and accurate and all eligible tax payable in connection with the transfer of any securities of the Corporation has been duly paid.
- (i) There are no actions, suits, proceedings, investigations or claims now threatened or pending against the Corporation in respect of taxes, governmental charges or assessments, or any matters under discussion with any governmental authority relating to taxes, governmental charges or assessments asserted by any such authority.
- (j) The Corporation has loans or indebtedness outstanding which have been made to directors, former directors, officers, shareholders and/or employees of the Corporation.
- (k) The Corporation has good and marketable title to its assets, free and clear of any and all claims, liens, encumbrances and security interests whatsoever.
- (l) The Corporation has no subsidiaries or agreements of any nature to acquire any subsidiary or to acquire or lease any other business operations and will not prior to the time of closing acquire, or agree to acquire, any subsidiary or business without the prior written consent of the Purchaser.
- (m) Up to the time of closing there has been no change and will have been no change in the business, operations, affairs or condition of the Corporation, financial or otherwise, or arising as a result of any legislative or regulatory change, revocation of any license or right to do business, fire, explosion, accident, casualty, labor trouble, flood, drought, riot, storm, condemnation, act of God or otherwise, except changes occurring in the ordinary course of business, which changes have not adversely affected and will not adversely affect the organization, business, properties, prospects and financial condition of the Corporation.
- (n) All receivables recorded on the books of the Corporation are bona fide and good and do not include any work in progress and, subject to an allowance for doubtful accounts taken in accordance with generally accepted accounting principles, are collectable without set off or counterclaim.
- (o) All vacation pay, bonuses, commissions and other emoluments are reflected and have been accrued in the books of account of the Corporation.

- (p) The Corporation has duly and timely filed all tax returns required to be filed by it and has paid all taxes which are due and payable, and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable by it on or before the date hereof. The Internal Revenue Service income tax liability and any State tax liabilities, if applicable, of the Corporation have been assessed for all fiscal years to the date hereof. Adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by, or payment of any tax, governmental charge or deficiency against, the Corporation. There are no actions, suits, proceedings, investigations or claims now threatened or pending against the Corporation in respect of taxes, governmental charges or assessments, or any matters under discussion with any governmental authority relating to taxes, governmental charges or assessments asserted by any such authority. The Corporation has withheld from each payment made to any of its present or former officers, directors, and employees the amount of all taxes, including but not limited to income tax, and other deductions required to be withheld therefrom and has paid the same to the proper tax or other receiving officers within the time required under any applicable tax legislation.
- (q) The business of the Corporation has been and will be carried on in the ordinary and normal course up to the time of closing.
- (r) The Corporation has not, directly or indirectly, declared or paid any dividends or declared or made any other distribution on any of its shares of any class except as recorded in its books and records, and has not, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares of any class or agreed to do so.
- (s) The Corporation is not a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person, firm or corporation.
- (t) The Corporation is not a party to any written or oral employment, service or pension agreement.
- (u) The Corporation does not have any outstanding agreement (including employment agreements), contract or commitment, whether written or oral, of any nature or kind whatsoever.

- (v) The Corporation is not in default or breach of any contracts or agreements (written or oral), or indentures or other instruments to which it is a party and there exists no state of facts which after notice or lapse of time or both would constitute such a default or breach, and all such contracts, agreements, indentures or other instruments are now in good standing and the Corporation is entitled to all benefits thereunder except as otherwise disclosed herein. The Corporation is under no obligation in respect of its business which the Corporation cannot reasonably be expected to fulfill in the ordinary course of its business.
- (w) There are not material liabilities of the Corporation of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which the Corporation or the Purchaser may become liable on or after the consummation of the transactions contemplated by this Agreement other than:
 - (i) liabilities disclosed on, reflected in or provided for in the financial statements of the Corporation.
 - (ii) liabilities disclosed or referred to in this Agreement; and
 - (iii) liabilities arising solely due to actions of the Purchaser.

2.2 The covenants, representations and warranties of the Vendors contained in this Agreement and contained in any document or certificate given pursuant hereto shall survive the closing of the purchase and sale of the Purchased Shares herein provided for and, notwithstanding such closing, or any investigation made by or on behalf of the Purchaser, shall continue in full force and effect for the benefit of the Purchaser for a period of three (3) years following closing of the transaction provided for herein after which time the Vendors shall be released from all obligations and liabilities hereunder in respect of such representations and warranties except with respect to any claims made by the Purchaser in writing prior to the expiration of such period.

ARTICLE 3 CONDITIONS OF CLOSING

3.1 The sale and purchase of the Purchased Shares are subject to the following terms and conditions for the exclusive benefit of the Purchaser to be fulfilled or performed at or prior to closing:

- (a) The covenants, representations and warranties of the Vendors contained in Article 2 hereof, shall be true and correct as of the date hereof, and shall be true and correct on and as of closing with the same force and effect as though such covenants, representations and warranties had been made on and as of such date.
- (b) The Vendors shall deliver to the Purchaser the Financial Statements for the previous two (2) completed fiscal years in accordance with GAAP standards.
- (c) The Vendors shall provide to the Purchaser Quarterly Financial Statements for the current fiscal year of the Corporation. Such Quarterly Financial Statements shall be reviewed by Westmont's Auditor.
- (d) The Purchaser, at its sole discretion, shall determine if the information contained in the Quarterly Financial Statements and the Audited Financial Statements referred to in 3.1 (a) and 3.1 (b) is of sufficient quality as to not negatively impact the Purchaser's future plans to migrate the company to a more senior US or International Stock Exchange.
- (e) The Vendors shall deliver to the Purchaser copies of the corporate records as requested by the Purchaser to complete the due diligence process.
- (f) The Vendors herewith irrevocably authorize the Purchaser to continue the Corporation in the state of Washington, USA upon execution of this Agreement.

**ARTICLE 4
INDEMNIFICATION**

- 4.1 The Vendors agree to indemnify and save harmless the Purchaser and the Corporation of and from any loss whatsoever arising out of, under or pursuant to:
- (a) any material loss suffered by the Purchaser or the Corporation as a result of any breach or inaccuracy of representation, warranty or covenant contained in this Agreement; and
 - (b) all claims, demands, costs and expenses reasonably incurred in respect of the foregoing.

ARTICLE 5
GENERAL

- 5.1 Each of the parties hereto will from time to time at the other's request and expense and without further consideration, execute and deliver such other instruments of transfer, conveyance and assignment and take such further action as the other may require to more effectively complete any matter provided for herein.
- 5.2 Any notice, direction or instrument required or permitted to be given to the Vendors hereunder shall be in writing and may be given by facsimile, email or mailing the same postage prepaid or delivering addressed to the Vendors at their current US address.
- 5.3 Any notice, direction or other instrument required or permitted to be given to the Purchaser hereunder shall be in writing and may be given facsimile, email or by mailing the same postage prepaid, or delivering the same addressed to the Purchaser at the following address:
- Westmont Resources Inc.
1621 Freeway Drive, Suite 209
Mount Vernon, WA 98273
Tel: (360) 395-6040
- 5.4 Any notice, direction or other instrument aforesaid, if sent by Email, Facsimile or delivered shall be deemed to have been given or made on the date on which it was Emailed, faxed or delivered, or if mailed, shall be deemed to have been given or made on the fifth business day following the day on which it was mailed.
- 5.5 The Parties may change their addresses for service from time to time by notice given in accordance with the foregoing.
- 5.6 Time shall be of the essence of this Agreement.
- 5.7 This Agreement, including the Schedules hereto, constitutes the entire agreement between the parties hereto. There are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties and this Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.
- 5.8 This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the state of Nevada, USA.

5.9 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, legal personal representatives, successors and assigns.

5.10 The parties acknowledge that the recitals herein are true and correct in all material respects.

5.11 This Agreement may be executed by in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed in original, faxed or scanned form and the parties adopt all signatures received by a receiving fax machine or email as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward the other parties an original of the signed copy of this Agreement which was faxed or emailed.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

Signed by Vendors:

Shareholder Bruce Fischer

Witness

Shareholder Glenn McQuiston

Witness

Signed by Purchaser:

Peter Lindhout for
Westmont Resources, Inc.

Witness

