

ASSIGNMENT

WINDFALL VENTURE, a general partnership ("Assignor"), in consideration of Ten Dollars (\$10.00) and other cash consideration paid by INSPECTORATE INTERNATIONAL FINANCE N.V. (the "Assignee"), the receipt and sufficiency of which is acknowledged, sells, assigns and transfers, WITHOUT RECOURSE and without representations or warranties not specified below, all of Assignor's right, title and interest in, under and to, the following described promissory note to Assignee and the following described Deed of Trust to Assignee, together with any other documents securing the Note or executed in connection with securing payment of the Note:

1. Promissory note (the "Note") dated August 27, 1986, in the original principal amount of \$820,000 executed by Norse Minerals, Inc., a Texas corporation as the Borrower and payable to the order of Assignor, the Note being secured by a Deed of Trust (the "Deed of Trust") of even date therewith recorded on September 8, 1986, in Book 148, Official Records, Page 353, as File No. 104682, in the office of the Eureka County Recorder of Eureka, Nevada, covering the property described therein.

2. The Deed of Trust described above.

This Assignment is made WITHOUT RECOURSE and without representations or warranties of any kind, except for the following:

(1) Assignor is the owner and holder of the Note and all rights and interests of the secured party under the Deed of Trust.

(2) Assignor has the right, power and authority to assign and transfer the Note and Deed of Trust free of any lawful claim of any person and that, as of the date hereof, the unpaid principal balance of the Note is \$205,000.

Assignee waives and disclaims any representations or warranties of Assignor, not specified above, whether arising from implication or otherwise.

This instrument shall constitute an endorsement of the Note for payment thereof to the Order of Assignee, WITHOUT RECOURSE, representations or warranties except as specified hereinabove. Four executed copies of this Assignment have been made, three of which have been supplied to Assignee in order that one may be firmly affixed to the Note, and become an endorsement thereof, the second of which may be recorded to evidence assignment of the Deed of Trust and the third of which may be retained by Assignee.

This Assignment states the entire agreement of the parties hereto concerning the subject matter. The provisions of this instrument shall bind and benefit Assignor, Assignee and their respective successors in interest and assigns.

Executed this 24<sup>th</sup> day of January, 1990.

WINDFALL VENTURE

By: W.L. Wilson  
W.L. Wilson, General Partner

STATE OF Nevada )  
County of Washoe ) ss.

The foregoing instrument was acknowledged before me this 24 day of January, 1990, by W.L. Wilson on behalf, and as a general partner of WINDFALL VENTURE.

Witness my hand and official seal.

My commission expires:

Stella Horton  
Notary Public



RETURN TO: ~~STELLA HORTON~~  
SCHLANGER, COOK,  
MILLS & GROSSBERG  
5847 SAN FELIPE, SUITE 1700  
HOUSTON, TEXAS 77057  
ELLEN LAIN

OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
BOOK 209 PAGE 419  
Schlanger, Cook,  
90 APR - 9 PM 17  
Cohn, Mills & Grossberg  
EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEE \$6.00

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