

Printed Name of Notary
My Commission Expires

Notary Public for State of Texas

Janet L. Schmitt

SMORN TO AND SUBSCRIBED TO before me by the said M.A. Mills this 10th day of October, 1990.

M.A. Mills

3. The Security Agreement is the same "Assignment and Deed of Trust, Security Agreement and Assignment of Proceeds dated August 26, 1986, recorded in Book 149, at Page 53 of the Official Records in the Office of the Recorder of Eureka County, Nevada, and the Security Agreement is the same "Assignment and Security Agreement" referred to in Section 9.19 of the Supplemental Deed of Trust, Security Agreement and Assignment of Proceeds dated November 23, 1988 and recorded in Book 193 at Page 467 of the Official Records in the Office of the Recorder of Eureka County, Nevada.

2. The Assignment was executed in accordance with the rights and remedies of Inspectorate under that certain Assignment of Agreement and Security Agreement (the "Security Agreement"). A copy of the Security Agreement is attached hereto as Exhibit "A" and is a true and correct copy of the Security Agreement, except that the "Second Agreement" on the first page of the Security Agreement and referred to therein as being attached as Exhibit "A" and Exhibit "B" thereto are not attached to the copy of the Security Agreement attached hereto, but that the legal description represented by pages 5 through 9 of Exhibit "A" to the Security Agreement attached hereto is the same legal description attached to the "First Agreement" defined in the Security Agreement and that the legal description represented by pages 1 through 4 of Exhibit "A" to the copy of the Security Agreement attached hereto is the same legal description attached to the "Second Agreement" defined in the Security Agreement.

1. On August 11, 1989, Affiant, as attorney and agent-in-fact for Inspectorate International Finance N.V. ("Inspectorate"), did sell the collateral described in the Assignment of Interest in Agreement by Secured Party upon Foreclosure of Security Agreement (the "Assignment"), which Assignment is recorded in Book 200 at Page 396 of the Official Records in the Office of the Recorder of Eureka County, Nevada.

Before me, the undersigned authority, on this day personally appeared M.A. Mills (hereinafter called the "Affiant"), who, being first duly sworn, upon his oath, deposes and says that:

STATE OF TEXAS)
COUNTY OF HARRIS)

AFFIDAVIT

COOPY

11/5/10

Notary Public for State of Texas
 Printed Name of Notary: VANETTA L. SCHNEIDER
 Notary Public, State of Texas
 My Commission Expires 8/29/93

Vanetta L. Schneider

This instrument was acknowledged to before me this 11th day of October, 1990, by M.A. Mills.

STATE OF TEXAS)
COUNTY OF HARRIS)

ASSIGNMENT OF AGREEMENT AND SECURITY AGREEMENT

THE STATE OF NEVADA \$
COUNTY OF EUREKA \$

THIS Assignment is executed by EUREKA VENTURES, a Texas joint venture (the "Borrower"), as of the 27th day of August, 1986.

W I T N E S S E T H:

WHEREAS, Borrower has executed and delivered that certain Promissory Note of even date herewith (the "Note") payable to the order of BANCA DELLA SVIZZERA ITALIANA in the original aggregate principal sum of THREE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,300,000.00), due as therein specified and bearing interest from the date and at the rate therein respectively provided; and

WHEREAS, the lender would not make the loan without the guaranty of INSPECTORATE INTERNATIONAL FINANCE N.V. ("Secured Party"); and

WHEREAS, CAMPBELL, FOSS and BUCHANAN, INC. and AMSELCO

MINERALS, INC. entered into that certain agreement (the "First Agreement") dated July 3, 1986, relating to the purchase of interests in certain mining properties situated in the State of Nevada, U.S.A., as more fully provided in the First Agreement, a copy of which is attached hereto as Exhibit "A", and any other documents and papers constituting a part of the First Agreement, the First Agreement having been assigned by Campbell, Foss and Buchanan, Inc. to Borrower; and

WHEREAS, NORSE MINERALS, INC. and WINDFALL VENTURE, a

Colorado general partnership, entered into that certain agreement (the "Second Agreement") dated June 20, 1986, relating to the purchase of certain interests and claims in mining properties situated in the State of Nevada, U.S.A., as more fully provided in the Second Agreement, a copy of which is attached hereto as Exhibit "B" and any other documents and papers constituting a part of the Second Agreement, the Second Agreement having been assigned

to Borrower (the First Agreement and the Second Agreement being sometimes jointly referred to herein as the "Agreement"); and WHEREAS, to secure payment of the Note and the Secured Party in its liability under the guaranty for the payment of sums due and owing under the Note and the guaranty, and to secure the performance of the obligations of Borrower under said documents, Borrower desires to transfer, pledge and assign the Agreement, and all of its rights thereunder, to the Secured Party;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby transfers, pledges and assigns to Secured Party, its successors and assigns the Agreement, and all rights, powers, interests, privileges and remedies of the Borrower thereunder. Borrower warrants and represents to Secured Party, its successors and assigns, that:

1. The terms of the Agreement are fully set out and disclosed in the copy attached hereto.
2. Borrower has not executed any prior assignment, pledge or hypothecation of its rights under the Agreement.
3. The Agreement is in full force and effect and has not been amended, altered or revoked in any manner.

Borrower hereby covenants and agrees with Secured Party that Borrower shall not alter, modify, amend or otherwise affect the Agreement without the prior, written consent of Secured Party, and, at will not transfer, hypothecate or encumber the Agreement, and, at efforts to do or cause to be done all proceedings, acts and things necessary or proper to effect performance and recovery under the Agreement at its own costs and expense.

So long as there shall exist no uncured default by Borrower in the payment of the Note (principal and interest) secured hereby or in the performance of any obligation, covenant or agreement

herein or in the Note or in the Agreement contained on the part of Borrower to be performed, Borrower shall have the right to exercise, and shall exercise, all of Borrower's rights, under the Agreement. This Assignment is executed as additional security for the payment of all sums due and owing by Secured Party under its guaranty of the Note and all documents executed in connection therewith.

Borrower shall be in default under this Assignment upon the happening of an Event of Default under the Deed of Trust and Security Agreement of even date herewith from Borrower to Secured Party recorded with the County Clerk of Eureka County, Nevada. This Assignment, Secured Party's rights hereunder or the indebtedness secured hereby may be assigned from time to time, and in any such case the assignee shall be entitled to all of the rights, privileges, and remedies granted in this Assignment to Secured Party. Secured Party may at any time following the existence of an unsecured Event of Default hereunder, transfer the Agreement to itself or its nominee, receive income, including money, and hold the income as collateral or apply the income to any of the Borrower's indebtedness to Secured Party evidenced by Secured Party's guaranty of the Note. Secured Party may at any time after the time to cure an unsecured Event of Default has passed, sue for, collect or make any compromise or settlement with reference to the Agreement as Secured Party, in its sole discretion, chooses. Secured Party may delay exercising or may omit to exercise any right or remedy under this Assignment without waiving that or any other past, present or future right or remedy, except in writing signed by Secured Party.

Upon the occurrence of and after an unsecured Event of Default, and at any time thereafter: (1) Secured Party may declare all obligations secured hereby immediately due and payable; (2) Secured Party shall have, then or at any time thereafter, the rights and remedies provided in the Uniform Commercial Code in

secured hereby

Secured Party may remedy any default and may waive any default without waiving the default remedied or without waiving any other prior or subsequent default. The remedies of Secured Party hereunder are cumulative, and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of Secured Party. No failure or delay on the part of Secured Party in exercising any power or right under this Assignment shall operate as a waiver thereof, nor shall any single or partial exercise of any such

force in the State of Texas or other applicable jurisdiction at the date of execution of this Assignment; (3) Secured Party may, at its option, receive the monies, income, proceeds or benefits attributable to the Agreement and to hold the same as security for the indebtedness and obligations secured hereby, or to apply it on the principal and interest or other amounts owing on any of the indebtedness secured hereby, all rights to marshalling of assets of Borrower, including any such right with respect to the Agreement, being hereby waived; and (4) in addition to the rights and remedies referred to above, Secured Party may, in its discretion, sell, assign, and deliver all or any part of the Agreement at any public or private sale without advertisement, and may bid and become purchaser at any public sale. If notice to Borrower of the public or private sale of Agreement is required by the Uniform Commercial Code of Texas, Secured Party may give written notice to Borrower ten (10) days prior to the date of public sale of the Agreement or prior to the date after which private sale of the Agreement will be made, by mailing such notice to Borrower at the address designated herein. Expenses of preparing for sale, selling or the like shall include Secured Party's reasonable attorneys' fees and legal expenses, and such expenses, plus interest thereon at the maximum rate of interest permitted by applicable law, shall be added to the indebtedness

right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. No modification or waiver of any provision of this Assignment or any of the indebtedness secured hereby nor consent to any departure therefrom by Borrower or any maker of the indebtedness secured hereby shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances.

Secured Party may make any demand upon or give any notice to Borrower by its deposit in the mails or with a telegraph company, addressed to Borrower at its address shown on the Note, or to the change of such address of which Borrower has last notified Secured Party in writing.

Borrower will, at its own expense, do all such acts and things and execute, deliver and file for record such writings and assurances as Secured Party may at any time or from time to time reasonably require in order to protect, ensure or enforce its interests, rights and remedies created by, provided in or emanating from this Assignment.

In addition to the above, effective any time there exists an uncured Event of Default hereunder or the Note, Secured Party is hereby irrevocably appointed agent and attorney-in-fact as to performance by Borrower of its obligations under the Agreement and as to enforcement by Borrower of its rights and remedies under the Agreement and all costs, expenses and liabilities incurred and payment made by Secured Party as such agent and attorney-in-fact shall be considered an advance on the indebtedness secured hereby and shall be secured by all documents securing the Note.

Without limiting the foregoing, Borrower covenants and agrees

to execute such further and additional reasonable instruments,

documents and assignments as may be reasonably requested by

Secured Party to vest in Secured Party all rights of Borrower

under the Agreement.

The properties and interests covered by the Agreement shall

be added to the property covered by the Deed of Trust of even date

herewith from Borrower to Secured Party upon the exercise of the

options contained in the Agreement or the Borrower otherwise

obtaining such properties or interests and Borrower shall execute

a Supplemental Deed of Trust for the benefit of Secured Party

covering such properties and interests.

Secured Party agrees that upon full payment and satisfaction

of the Note, this Assignment shall terminate and be of no further

force and effect.

EXECUTED effective as of the day and year first written

above.

EUREKA VENTURES, a Texas joint

venture

BY: VIKING MINERALS, INC., a Nevada

corporation

BY: Name: Michael B. Gail

Title: Vice President

NORSE MINERALS, INC., a

Delaware corporation

BY: Name: J. L. Dungan

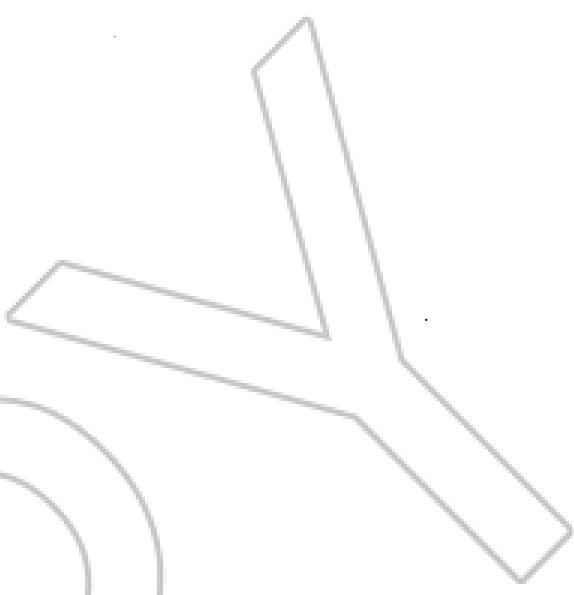
Title: President

BY: SWISS SECURITY SYSTEMS CORPO-

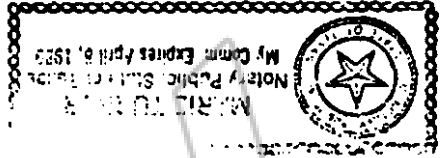
RATION, a Florida corporation

BY: Name: Marc Grosberg

Title: *[Signature]*



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[SEAL]

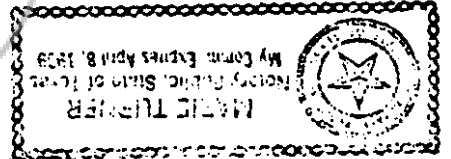
Printed or Stamped Name of Notary
My Commission Expires:

Notary Public in and for
The State of Texas

Marie Turner

This instrument was acknowledged before me on August 27, 1986, by *Marie & Thomas Harris*, a Florida corporation, venturer on behalf of EUREKA VENTURES, a Texas joint venture.

THE STATE OF TEXAS \$
COUNTY OF HARRIS \$



[SEAL]

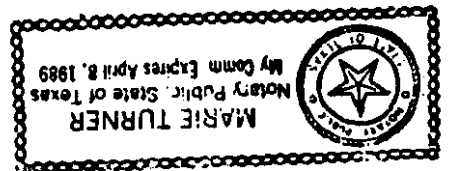
Printed or Stamped Name of Notary
My Commission Expires:

Notary Public in and for
The State of Texas

Marie Turner

This instrument was acknowledged before me on August 27, 1986, by *R.F. Winson*, a Delaware corporation, venturer on behalf of EUREKA VENTURES, a Texas joint venture.

THE STATE OF TEXAS \$
COUNTY OF HARRIS \$



[SEAL]

Printed or Stamped Name of Notary
My Commission Expires:

Notary Public in and for
The State of Texas

Marie Turner

This instrument was acknowledged before me on August 27, 1986, by *Michael J. Campbell*, a Nevada corporation, venturer on behalf of EUREKA VENTURES, a Texas joint venture.

THE STATE OF TEXAS \$
COUNTY OF HARRIS \$

EXHIBIT "A"

The following patented lode mining claims, and unpatented lode mining claims, situate in Township 17 North, Range 53 East, Township 18 North, Range 53 East, MDB&M; County of Eureka, State of Nevada:

1. Patented Lode Mining Claims: That certain patented lode mining claim, the name of which together with the U. S. Mineral Survey Number is as follows:

<u>CLAIM NAME</u>	<u>U. S. MINERAL SURVEY NUMBER</u>	<u>PATENT NUMBER</u>
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JIM CROW	3705	242462
JIM CROW FRACTION	3705	242462
SOUTHERN CROSS	3705	242462
ELMER	3705	242462
ELMER FRACTION	3705	242462
WINDFALL	3705	242462
WINDFALL FRACTION	3705	242462
"2G"	3705	242462
MAY	3705	242462
MAY FRACTION	3705	242462
WINDFALL EXTENSION FRACTION	4537	916505
RUSTLER NO. 1	4537	916505
RUSTLER NO. 2	4537	916505

2. Unpatented Lode Mining Claims: Those certain unpatented lode mining claims, the names of which together with the book and page of the location certificates thereof, are, respectively, as follows: (The abbreviation "O.R." used below means "Official Records," the abbreviation "O.D.M.L." used below means "Outside District Mining Locations" and the abbreviation "M.L." used below means "Mining Locations.")

<u>CLAIM NAME</u>	<u>BLM SERIAL NO.</u>	<u>BOOK</u>	<u>PAGE</u>
-------------------	-----------------------	-------------	-------------

W 1	NMC 123123	26 O.R.	101-102
W 2	NMC 123124	26 O.R.	103-104
W 3	NMC 123125	26 O.R.	105-106
W 4	NMC 123126	26 O.R.	107-108
W 5	NMC 123127	26 O.R.	109-110
W 7	NMC 123128	26 O.R.	111-112
W 8	NMC 123129	26 O.R.	113-114
W 11	NMC 123130	43	077
W 12	NMC 123131	26	115-116
W 13	NMC 123132	26	117-118

W 17	NMC 123133	26 O.R.	119-120
W 19	NMC 123134	43 O.R.	078
W 20	NMC 123135	33 O.R.	105
W 21	NMC 123136	33 O.R.	106
W 22	NMC 123137	33 O.R.	107
W 23	NMC 123138	33 O.R.	108
W 24	NMC 123139	33 O.R.	109
W 30	NMC 123143	43 O.R.	079
W 31	NMC 123144	43 O.R.	080
W 32	NMC 123145	43 O.R.	081
W 33	NMC 123146	43 O.R.	082
W 34	NMC 123147	43 O.R.	083
W 101	NMC 169094	88 O.R.	149
W 103	NMC 169096	88 O.R.	151
GOLD	NMC 123148	K-O.D.M.L.	100
GOLD #1	NMC 123149	K-O.D.M.L.	101
SUMMIT	NMC 123150	25 O.R.	300
RED IRON	NMC 123151	25 O.R.	302
JOHNNIE	NMC 123152	25 O.R.	301
PEARL	NMC 99261	H-M.L.	261
NELLIE	NMC 99262	H-M.L.	262
W W #4	NMC 258400	107 O.R.	183
RAMBLER #1	NMC 123153	H-O.D.M.L.	328
RAMBLER #2	NMC 123154	H-O.D.M.L.	329
SADIE 2	NMC 123157	47 O.R.	79
IM 1	NMC 153805	81 O.R.	258
IM 2	NMC 153806	81 O.R.	259
IM 3	NMC 153807	81 O.R.	260
IM 4	NMC 153808	81 O.R.	261
IM 5	NMC 153809	81 O.R.	262
IM 13	NMC 153817	81 O.R.	270
IM 14	NMC 153818	81 O.R.	271
IM 15	NMC 153819	81 O.R.	272
IM 16	NMC 153820	81 O.R.	273
IM 17	NMC 153821	81 O.R.	274

Claim Name	Book	Page	BLM No.
MS-1-5	47 O. R.	580-584	NMC 123164-123168
MS-6	50 O. R.	580-584	NMC 123169
MS-7, 8	47 O. R.	580-584	NMC 123170-123171
MS-9, 12	50 O. R.	005-008	NMC 123172-123175
MS-13	51 O. R.	572	NMC 123176
MS-13A	56 O. R.	399	NMC 123177
MS-24-21	56 O. R.	400 - 407	NMC 123178-123185

Eureka County Recordation Data

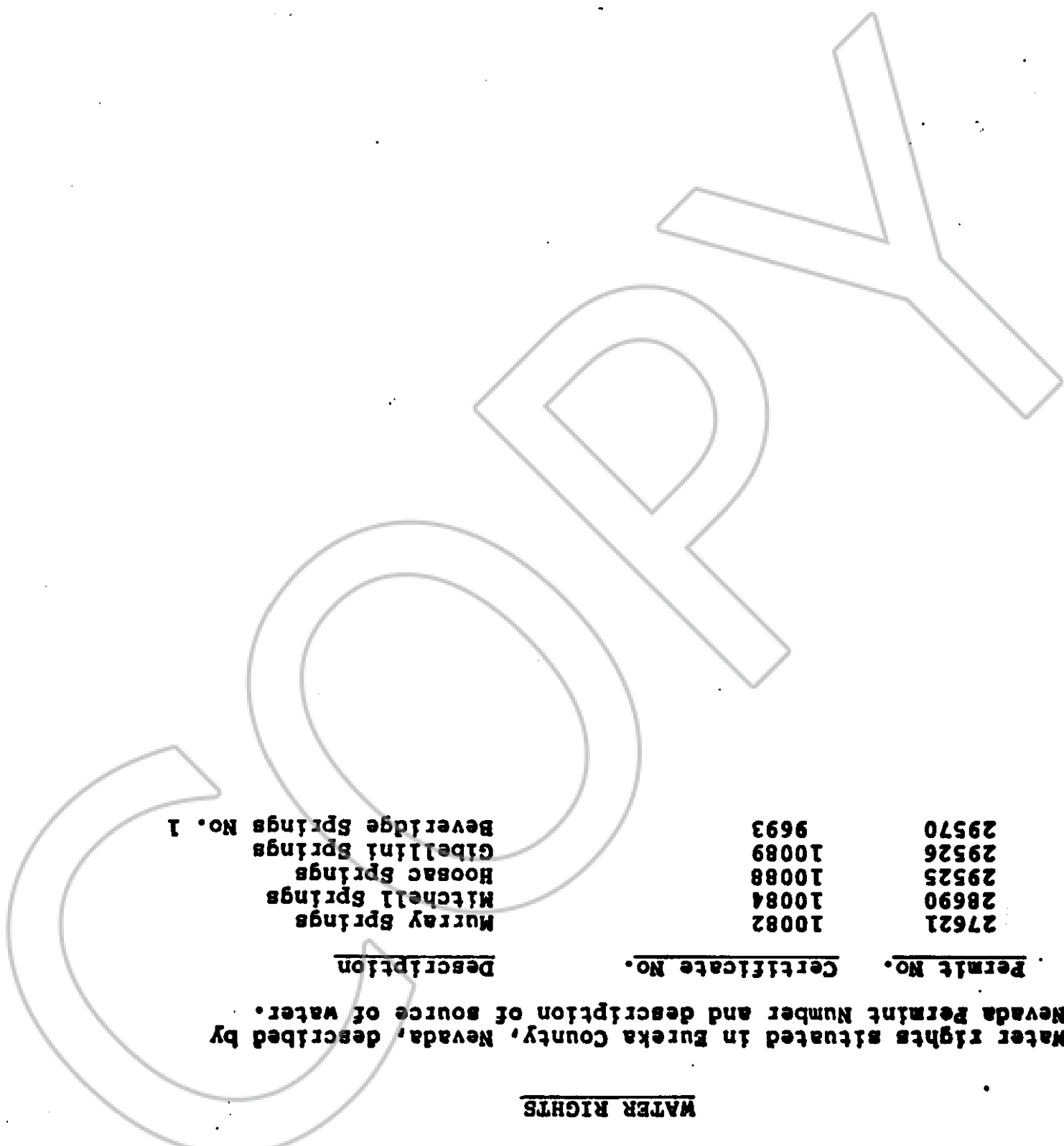
3. Missile Claims: Those certain unpatented missile claims, the names of which, together with the pertinent recording data, are as follows:

M-200	NMC 326946	131 O. R.	462
M-201	NMC 326947	131 O. R.	463
M-202	NMC 326948	131 O. R.	464
M-203	NMC 326949	131 O. R.	465
M-204	NMC 326950	131 O. R.	466
M-205	NMC 326951	131 O. R.	467
M-206	NMC 326952	131 O. R.	468
M-207	NMC 326953	131 O. R.	469
M-208	NMC 326954	131 O. R.	470

WATER RIGHTS

Water rights situated in Eureka County, Nevada, described by Nevada Permit Number and description of source of water.

<u>Permit No.</u>	<u>Certificate No.</u>	<u>Description</u>
27621	10082	Murray Springs
28690	10084	Mitchell Springs
29525	10088	Hoosac Springs
29526	10089	Gibellini Springs
29570	9693	Beveridge Springs No. 1



EXPLORATION AREA
(EA)

EA Properties	Entire	EA Agreement	Overlap Agreement
Rat 1
Rat 2
Rat 3
Rat 4
Rat 5
Rat 6
Rat 7
Rat 8
Rat 9
Rat 10
Rat 11
Rat 12
Rat 13
Rat 14
Rat 15
Rat 16
Rat 18
Rat 22
Rat 23
Rat 24
Rat 25
Rat 26
Rat 27
Rat 30
Rat 31
Rat 38
Rat 39
Rat 45
Rat 46
Rat 47
Rat 48
Rat 50
Rat 51
Rat 52
Rat 53
Rat 54
Rat 55
Rat 56
Rat 40
Rat 41
Rat 43
Rat 44
All but N 700'
All but N 600'
All but S 900'
All but S 500'

Rat 1
Rat 2
Rat 3
Rat 4
Rat 5
Rat 6
Rat 7
Rat 8
Rat 9
Rat 10
Rat 11
Rat 12
Rat 13
Rat 14
Rat 15
Rat 16
Rat 18
Rat 22
Rat 23
Rat 24
Rat 25
Rat 26
Rat 27
Rat 30
Rat 31
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Rat 45
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Rat 47
Rat 48
Rat 50
Rat 51
Rat 52
Rat 53
Rat 54
Rat 55
Rat 56

Entire

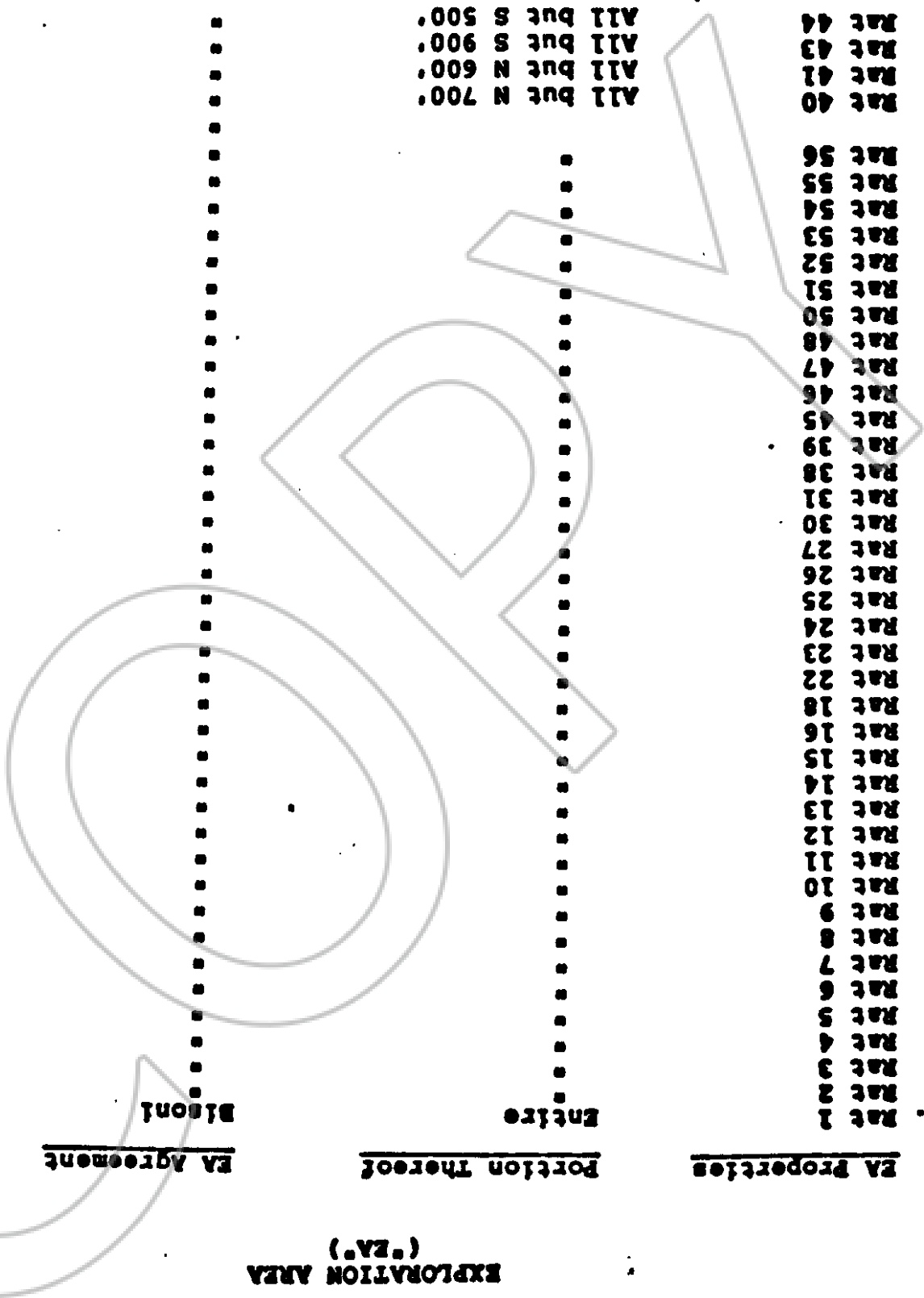
EA Agreement

Overlap Agreement

Portion Thereof

EA Agreement

Overlap Agreement



EXPLORATION AREA
(EA.)

EA Properties	Portion Thereof	EA Agreement	Overlap Agreement
Selrat 1	Entire	Yes	Yes
Selrat 2	Entire	Yes	Yes
Selrat 3	Entire	Yes	Yes
Selrat 4	Entire	Yes	Yes
Selrat 5	Entire	Yes	Yes
Selrat 6	Entire	Yes	Yes
Selrat 7	Entire	Yes	Yes
Selrat 8	Entire	Yes	Yes
Selrat 9	Entire	Yes	Yes
Selrat 10	Entire	Yes	Yes
Selrat 11	Entire	Yes	Yes
Selrat 12	Entire	Yes	Yes
Selrat 13	Entire	Yes	Yes
Selrat 14	Entire	Yes	Yes
Selrat 15	Entire	Yes	Yes
Selrat 16	Entire	Yes	Yes
Selrat 17	Entire	Yes	Yes
Selrat 18	Entire	Yes	Yes
Selrat 19	Entire	Yes	Yes
Selrat 20	Entire	Yes	Yes
Selrat 21	Entire	Yes	Yes
Selrat 22	Entire	Yes	Yes
Selrat 23	Entire	Yes	Yes
Selrat 24	Entire	Yes	Yes
Selrat 25	Entire	Yes	Yes
Selrat 26	Entire	Yes	Yes
Selrat 27	Entire	Yes	Yes
Selrat 30	Entire	Yes	Yes
Selrat 31	Entire	Yes	Yes
Selrat 32	Entire	Yes	Yes
Selrat 33	Entire	Yes	Yes
Selrat 38	Entire	Yes	Yes
Selrat 39	Entire	Yes	Yes
Selrat 54	Entire	Yes	Yes
Selrat 55	Entire	Yes	Yes
Selrat 56	Entire	Yes	Yes
Selrat 40	All but W 200'	Yes	Yes
Selrat 41	All but N 900'	Yes	Yes
Selrat 42	All but N 900'	Yes	Yes
Selrat 43	All but N 900'	Yes	Yes
Selrat 45	All but N 900'	Yes	Yes
Selrat 48	All but S 1400'	Yes	Yes
Selrat 50	All but S 600'	Yes	Yes
Selrat 51	All but N 400'	Yes	Yes
Selrat 52	All but N 400'	Yes	Yes
Selrat 53	All but N 600'	Yes	Yes

EXPLORATION AREA ("EA")

All other setlat claims located by Amseco within the "Boundary Protection" as defined in the Bisont Agreement.

EA Properties

Overlap Agreement

2. All setlat claims located by Amseco which are not within the "Boundary Protection" as defined in the Bisont Agreement.

NO

3. All properties subject to the Mining Agreement with Option to Purchase, dated April 15, 1983, between Leo G. and Mary C. Demole and Amseco Minerals Inc.

NO

4. The Black Cat and Santa Maria patented claims owned by Amseco Exploration Inc.

NO

Cleveland
Reser.

5. All properties subject to the Option Agreement, dated April 21, 1984, between Silver Furka Corporation, TRV Minerals Corporation, and Amseco Exploration Inc. that have underlying agreements as follows:

NO

terminated
July 31, 1986

9. Mining Lease, dated October 9, 1980, between Frank Odegal and Silver Furka Corporation and lease with Option to Purchase, dated January 1, 1983, between Richard L. and Leta B. Gersh and TRV Minerals Corporation.

terminated
July 31, 1986

6. All properties subject to the Mining Agreement with Option to Purchase, dated November 11, 1983, between Richard L. and Leta B. Gersh, Verna Riehl, and Amseco Exploration Inc.

NO

terminated
July 31, 1986

133896

EUREKA COUNTY, NEVADA
M.N. REBALANCE, RECORDER
FILE NO. FEE \$ 22.00

-9-

BOOK 215 PAGE 074
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Windfall Ventures
90 OCT -9 AM 1:50

COOPY

7. All properties subject to the purchase and sale option agreement, dated November 9, 1984, between Windfall Venture and Amelco Exploration Inc.

8. All properties subject to the exploration agreement with option to purchase, dated August 26, 1983, between Utah Shale Company and Amelco Exploration Inc.

*Terminated
July 31, 1986*

NO