133898

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made and effective as of the 14th day of ~~August~~ September, 1990 between and among AMSELCO MINERALS, INC., a Delaware corporation, (the "Assignor") to TENNECO MINERALS COMPANY, a Delaware corporation, (the "Assignee") and WINDFALL VENTURE, a Colorado general partnership (the "Seller"), with respect to the following facts: WSW MAU

A. On November 9, 1984, Seller entered into a Purchase and Sale Agreement with Amselco Exploration, Inc., a Delaware corporation as the "Buyer", a copy of which, designated as Exhibit A, is hereto attached. Effective as of November 15, 1986, the rights and interest of Amselco Exploration, Inc., as Buyer under Exhibit A were assigned to the Assignor herein by Assignment recorded in Book 205 at Page 481 of the Official Records of Eureka County, Nevada. Subsequently, effective as of January 9, 1987, Exhibit A was amended by "Amendment No. 1", a copy of which, designated as Exhibit B, is hereto attached; and effective as of January 9, 1989, Exhibit A was further amended by "Amendment No. 2", a copy of which, designated as Exhibit C, is hereto attached. Exhibit A, as amended by Exhibits B and C are hereinafter referred to as the "Windfall-Amselco Agreement".

B. Assignee wishes to obtain an assignment of the rights and interest of Assignor in the Windfall-Amselco Agreement, and Assignor is willing to make such assignment provided Seller consents to a novation accepting Assignee as the Buyer, and

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releasing Assignor from futher obligation as the Buyer under the Windfall-Amselco Agreement.

THEREFORE, in view of the foregoing recitals, in consideration of the mutual agreements of the signatory parties hereto (the "Parties") and other valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's rights and interest in, to and under the Windfall-Amselco Agreement.

2. Assignee hereby accepts the assignment made in Paragraph 1 above, and agrees to perform all of Assignor's obligations under the Windfall-Amselco Agreement which accrue or become due after the date of this Agreement, including reclamation requirements of applicable law, if any become required, in respect to roads and drill sites previously constructed by Assignor under the Windfall-Amselco Agreement.

3. Seller consents to the assignment contained in this Agreement, accepts the Assignee in the place of Assignor as Buyer under the Windfall-Amselco Agreement and releases and discharges Assignor from any liability or responsibility for performance of any obligations of the Buyer under the Windfall-Amselco Agreement. Seller agrees to indemnify and save Assignor free and harmless from any cost or expense which may be incurred in performing any reclamation work which may be required under applicable law in respect to Assignor's activities under the Windfall-Amselco Agreement.

4. This Assignment is made without warranty of title but shall nevertheless assign and transfer all rights, title and interest which Assignor may presently have and which Assignor may hereafter obtain in the Windfall-Amselco Agreement. Assignor shall execute and deliver to Assignee such instruments and give such further assurances as may be reasonably requested by Assignee in order to effectuate transfer to Assignee of after acquired title in the Windfall-Amselco Agreement.

Executed as of the day and year first above written.

AMSELCO MINERALS, INC.

By: Thomas C. Patton

ATTEST:

AGREED TO AND ACCEPTED THIS
3rd day of October, 1990

TENNECO MINERALS COMPANY

By:

ATTEST:

Asst. Secretary

WINDFALL VENTURE

By: W L Wilson
GENERAL PARTNER

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STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this 14th day of September, 1990, before me Mary, a Notary Public for and in said State, personally appeared Thomas G. Patton, known to me to be the Vice President of AMSELCO MINERALS, INC., the corporation that executed the above and acknowledged to me that such corporation executed the same. In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires: February 20, 1993.

Mary Frodsham
NOTARY PUBLIC

Notary Public
MARY FRODSHAM
10 East So. Temple
Salt Lake City, Utah 84111
My Commission Expires
February 20, 1993
State of Utah

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

On this 3RD day of OCTOBER, 1990, before me SARAH MCFEETERS, a Notary Public for and in said State, personally appeared DAVID R. DELLING, known to me to be the PRESIDENT of TENNECO MINERALS COMPANY, the corporation that executed the above and acknowledged to me that such corporation executed the same. In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires: 8-17-93.

Sarah McFeeters
NOTARY PUBLIC

SEAL
Affixed

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STATE OF COLORADO)
)ss.
COUNTY OF MESA)

On this 24th day of September, 1990, before me Karen L. Smith, a Notary Public for and in said State, personally appeared W. L. Wilson, known to me to be a General Partner of WINDFALL VENTURE, that executed the above and acknowledged to me that such general partner executed the same. In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires: 9/26/93.

SEAL Affixed

Karen L. Smith
NOTARY PUBLIC

EXHIBIT A TO
ASSIGNMENT AGREEMENT

PURCHASE AND SALE OPTION AGREEMENT

This Agreement is entered into as of the 9th day of November, 1984 between Windfall Venture, a Colorado general partnership, whose address is P. O. Box 2183, Grand Junction, Colorado, 81502, ("Seller") and Amselco Exploration Inc. a Delaware corporation qualified to do business in Nevada, whose address is 90 West Grove Street, Suite 100, Reno, Nevada, 89509 ("Buyer").

RECITALS

A. Seller is the owner of certain patented and unpatented lode mining claims situated in the Eureka Mining District, Eureka County, Nevada, as more particularly described in the Special Warranty Deed hereto attached as Exhibit A and the Quit Claim Deed hereto attached as Exhibit B (hereinafter referred to collectively as the "Property"). Seller also owns other patented and unpatented mining claims and millsites adjacent or in the vicinity of the Property, which other claims, however, are not included as a part of the Property.

B. Seller desires to grant to Buyer, and Buyer desires to accept from Seller, an option to purchase the Property in accordance with the terms, conditions, and requirements set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration received by each of the parties to this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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1. Grant of Option. Seller hereby grants to Buyer, and Buyer hereby accepts from Seller, an exclusive option (the "Option") to purchase the Property in accordance with the terms, conditions and requirements set forth in this Agreement.

2. Option Payments. In consideration of the granting of the Option, Buyer agrees to pay Seller the base sum of $250,000.00, subject, however, to the inflation-deflation adjustment as specified in Section 5 below, which shall be payable as follows:

(i) The base amount of $50,000.00 paid upon the execution of this Agreement, the receipt whereof is acknowledged;

(ii) The base amount of $100,000.00 as adjusted by the inflation-deflation adjustment as provided in Section 5 below shall be paid on January 10, 1985; and

(iii) The base amount of $100,000.00 as adjusted by the inflation-deflation adjustment as provided in Section 5 below shall be paid on January 10, 1986.

3. Option Term.

(a) The term of the Option (the "Option Term") shall commence with the execution of this Agreement and extend for an initial period until January 10, 1987. If Buyer wishes to continue the Option in force and effect beyond January 10, 1987, Buyer shall pay Seller the base amount of $250,000.00 as adjusted by the inflation-deflation adjustment on or before January 10, 1987, which payment shall extend the Option Term for a period of one year to January 10, 1988. In like manner, if Buyer wishes to continue the Option in force and effect beyond January 10, 1988, Buyer shall pay Seller the base amount of $750,000.00 as adjusted by the inflation-deflation adjustment on or before January 10, 1988, which payment shall extend the Option Term for a period of one year to January 10, 1989.

(b) The Option may be exercised by Buyer at any time while the Option Term remains in force and effect, and in any event prior to January 10, 1989, by written notice thereof from Buyer to Seller transmitted in the manner and to Seller's address as hereinafter set forth. If the Option is exercised during the Option Term, the base amounts of all Option payments (i.e., the specified amounts thereof unadjusted by the inflation-deflation adjustment) theretofore made shall be credited against the purchase price as more fully described in Section 4 below.

(c) In the event this Agreement and the Option contained herein terminate as a result of the failure of Buyer to exercise its Option or to extend the Option by making the payments specified in this Section 3, any Option payments previously paid by Buyer shall be retained by Seller as consideration to Seller for the Option granted under this Agreement and the parties shall have no further obligations to each other hereunder, except the delivery of data and quit claim deeds by Buyer to Seller as provided in Section 13(d) hereof. Nothing contained herein, however, shall relieve Buyer from liability for the making of all Option payments specified in Section 2 above.

4. Purchase Price. If the Option is exercised, the price which shall be paid by Buyer to Seller shall be calculated in the

manner provided in this Section 4. The aggregate of the base amounts of all payments made to Seller by Buyer hereunder (as specified in Sections 2 and 3 above) shall be deducted from the base amount of $3,000,000.00, which shall yield the base amount of the balance of the purchase price to be paid by Buyer to Seller. The base amount of such balance shall then be adjusted by the inflation-deflation adjustment as specified in Section 5 below, and, the adjusted amount of such base amount shall be the actual amount of the balance of the purchase price to be paid by Buyer.

5. <u>Inflation-Deflation Adjustment</u>.

(a) In order to reflect the effects of inflation and deflation which may occur in the economy subsequent to the execution date of this Agreement, the parties have agreed that the base amounts of all Option payments subsequent to the initial one, as required by Section 2, and of the payments which may be made to extend the Option Term pursuant to Section 3, shall be adjusted at the time such payments are made by multiplying each of such base amounts by a fraction in which the denominator, in each case, is the National Consumers' Price Index, all urban consumers, 1967 = 100, (the "CPI") as published by the U. S. Department of Labor, Bureau of Labor Statistics, for the month in which this Agreement becomes effective and the numerator is the CPI published for the last month available at the time a particular payment is made. In like manner, the balance of the purchase price required to be paid upon exercise of the Option shall be adjusted by multiplying the base amount of the balance of the purchase price (calculated as provided in Section 4 above) by the fraction in which the denominator is the CPI for the month in which this Agreement became effective and the numerator is the CPI published for the last month available at the time of the exercise of the Option.

(b) If the CPI should cease to be compiled and published by the Bureau of Labor Statistics and if other indexes are published by U.S. governmental agencies for which tables are available to correlate the discontinued CPI with such other index, then such other index and correlation tables shall be employed to make the inflation-deflation adjustments required under this Agreement. If no such correlation tables are available, then the parties shall utilize such other indexes as may be available in such manner as may fairly and reasonably carry out and effectuate the purposes of this Section 5 to reflect the effects of inflation or deflation upon the payments required to be adjusted under this Agreement.

6. Closing: If the Option is exercised by Buyer, the closing of the sale and purchase of the Property (the "Closing") shall be on the day so specified by Buyer in its written notice to Seller pursuant to Section 3 of this Agreement, which day shall occur, at Buyer's sole election any time between the date of Seller's receipt of such notice and 30 days following the date of receipt of such notice by Seller. The Closing shall commence at 10:30 A.M., local time at the offices of Dufford, Waldeck, Ruland, Wise & Milburn, 900 Valley Federal Plaza, Grand Junction, Colorado, 81502, or at such other time and place the Seller and Buyer shall agree. At the Closing the following shall occur:

(a) Buyer shall deliver to Seller the following:

(1) The adjusted balance of the purchase price in certified funds.

(b) Seller shall deliver to Buyer the following:

(1) A Special Warranty Deed in the form attached hereto as Exhibit A and a Quit Claim Deed in the form attached hereto as Exhibit B, (the "Deeds") duly executed by Seller, conveying the Property to Buyer;

(2) A release (the "Release"), of the Idaho Mortgage duly executed by the Assignees of the Promissory Note secured by the Mortgage described in Section 9(b) hereof;

(3) A certificate executed by the "Royalty Holders" designated in the Certificate attached hereto as Exhibit C in the form and substance of the said Exhibit C; and

(4) A Certificate executed by the "Royalty Owners" designated in the Certificate attached hereto as Exhibit D in the form and substance of said Exhibit D.

7. <u>Seller's Representations</u>. Seller hereby represents, warrants and covenants, which representations, warranties and covenants shall be true and correct as of the time of the Closing as if expressly restated at that time, that:

(a) The Seller is fully authorized and empowered to enter into this Agreement and to perform each and every of its obligations under this Agreement. The Seller is not barred as the result of any prior contract or agreement from executing this Agreement or upholding any of the obligations or covenants contained therein. This Agreement is a valid and binding obligation of Seller, enforceable against Seller in accordance with the terms hereof.

(b) The execution, delivery and performance of this Agreement and the execution and delivery of the Deeds will not violate, result in the breach, constitute a default or conflict, with or without the giving of notice or the passage of time, with any term or condition of any agreement or other instrument to which Seller is a party or which affects the Property.

(c) Seller has no presently existing, legally enforceable obligation, whether by contract or otherwise, with respect to the Property or Assets extending beyond the date of the Closing, excepting only the obligation to perform annual assessment work, the obligation to return abandoned claims to royalty owners and the royalty obligations specified in Section 9(a) below.

(d) Except as provided in Section 9 below, Seller represents and warrants that Seller and each of the individual partners know of no other royalties, production payments or other burdens upon the Property or the minerals produced from the Property and that Seller, and each of them, have not granted, conveyed or reserved any other royalty, production payment or other such burden upon the Property or the minerals produced therefrom. Notwithstanding anything to the contrary herein contained, it is expressly represented and warranted by Seller that total royalties and overriding royalties with respect to gold and silver to which the Property is subject does not aggregate more than four percent (4%) until 50,000 ounces of gold has been produced from the Property and five percent (5%) thereafter.

(e) To the best of Seller's knowledge and belief, except as specified in Section 9(c) below, each of the unpatented mining claims included in the Property was located on lands open for entry under the mining laws at the time of the location thereof, was staked upon the ground, a notice of location was posted for each claim and a location certificate for each claim was recorded in the official records of the county in which such claim is situated and in the appropriate office of the U.S. Bureau of Land Management, all in accordance with applicable state and federal law. To the best of Seller's knowledge and belief, sufficient annual assessment work has been performed on or for the benefit of each of said unpatented mining claims for the annual assessment work year ending on the first day of September immediately preceding the effective date of this Agreement; and timely and appropriate filings of affidavits of labor or notices of intent to hold have been made.

(f) At Buyer's request, Seller has supplied and during the Option period may supply, materials from Seller's files relating to the title to the Property and the mineral potential thereof. Some of the material supplied has been developed by others than Seller and some by employees or consultants of Seller. Seller represents that Seller and the individual partners have no actual undisclosed knowledge of any erroneous information contained in such materials. Seller makes no representation whatsoever as to the accuracy, adequacy or completeness of the information supplied to Buyer hereunder. During the Option period, Buyer shall make its independent investigation of title and the mineralogic potential of the Property as it may deem desirable and shall rely thereon in determining whether to exercise the Option. Seller shall be responsible, to the extent set forth in this Agreement, only for representations or warranties specified in this Agreement and in the Special Warranty Deed hereto attached as Exhibit A, and not for any statements, representations or opinions made or supplied outside the provisions and terms of this Agreement.

8. Buyer's Representations. Buyer hereby represents, warrants, covenants and agrees, which representations, warranties, covenants and agreements, together with all other representations, warranties, covenants and agreements of Buyer in this Agreement, shall be true and correct as of the time of the Closing as if expressly restated at that time, that:

(a) The Buyer is fully authorized and empowered to enter into this Agreement and to perform each and every of its obligations under this Agreement. The Buyer is not barred as the result of any prior contract or agreement from executing this Agreement or upholding any of the obligations or covenants contained therein. This Agreement is a valid and binding obligation of Buyer, enforceable against Buyer in accordance with the terms hereof.

(b) The execution, delivery and performance of this Agreement will not violate, result in the breach, constitute a default or conflict, with or without the giving of notice or the passage of time, with any term or condition of any agreement or other instrument to which Buyer is a party.

9. Title.

(a) The parties hereby acknowledge that the Property is subject to two overriding royalties: (i) an overriding royalty of two percent (2%) as held by W. L. Wilson, Joan Wilson, and JoAnn K. Wilson pursuant to that Agreement for Reduction of Overriding Royalty dated August 17, 1982, between W. L. Wilson, Joan Wilson, JoAnn Wilson and William G. Waldeck and Western Gas, Oil and Mining, Ltd., and that Partial Relinquishment, Release and Reduction of Overriding Royalty, dated July 9, 1982, effective January 1, 1983, by W. L. Wilson, Joan Wilson, JoAnn Wilson and William G. Waldeck and pursuant to subsequent Supplemental Royalty Deeds as described in Exhibits A and B hereto, and (ii) an overriding royalty of two percent (2%) until 50,000 ounces of gold have been produced by Buyer from the Property and thereafter three percent (3%), as held by the Grantees of the individual partners of Seller pursuant to that Royalty Deed dated as of September 8, 1983 and pursuant to subsequent Supplemental Royalty Deeds as described in Exhibits A and B hereto. The instruments creating the above overriding royalties are identified in the Deed appearing as Exhibit A hereto.

(b) Title to the Property is subject to a Real Estate Mortgage dated January 7, 1980, executed by Windfall Venture a general partnership, composed of William E. Foster, Robert G. Wilson, Chan Edmonds, William L. Wilson and Kenneth E. Johnson, to secure a note for $1,000,000.00, in favor of Idaho Mining Corporation, recorded January 17, 1980, which Mortgage is recorded in Book 78, Page 260, Official Records, Eureka County, Nevada.

The Mortgagee's interest under said Mortgage was assigned of record to M. E. Rand, 16.6%, JoAnn K. Wilson, as Executrix and sole devisee and legatee under the Will of A. K. Wilson, Jr., deceased, 37.50%, W. L. Wilson 18.75%, Joan W. Wilson 18.75%, and William G. Waldeck 8.33%, by an assignment dated January 7, 1980, recorded January 5, 1981, in Book 90, Page 221, File No. 78260, Official Records, Eureka County, Nevada.

(c) Some of the mining claims comprising the Property may overlap other of the mining claims comprising such Property, and some of such claims may be smaller or larger than the maximum dimensions prescribed by the mining laws. Accordingly, Seller does not represent or warrant that all of such claims are full size claims. In addition, the claims described in Exhibit B may overlap, in whole or in part, the patented claims or the senior unpatented mining claims owned by third parties, by Buyer or Seller which are not subject to this Agreement to the extent specified in the following subparagraphs (i) through (iv):

(i) Some of the claims described in Exhibit B may overlap in whole or in part portions of the Water Jacket patented lode mining claim, U.S. Mineral Survey No. 285 and the Mildred patented lode mining claim, U.S. Mineral Survey No. 289. Any portions of the mining claims described on Exhibit B which overlap said patented mining claims are subject to the prior rights appurtenant to such patented mining claims.

(ii) A portion of the H-1 unpatented mining claim, as more fully described on Exhibit B, may overlap the W-33 and/or the W-34 unpatented mining claims owned by Seller which two last named claims are not subject to this Agreement. The said W-33 and W-34 claims are senior to the H-1 claim and any portion of the H-1 claim which overlaps said senior claims is subject to the prior rights appurtenant to the said senior claims.

(iii) Portions of the Sadie Nos. 9 through 12 and 18 and 19 unpatented mining claims, as more fully described in Exhibit B, may overlap unpatented mining claims known as the Silverado group which are owned by third persons. If the Silverado group of claims which are overlapped by the said Sadie claims were valid subsisting senior mining claims at the time of the location of the said Sadie claims, then the title of Seller to such Sadie claims, described above, are subject to the prior rights appurtenant to said senior claims comprising the Silverado group.

(iv) Some of the unpatented mining claims described in Exhibit B may overlap portions of mining claims owned or controlled by Buyer. To the extent that the claims of the Buyer were valid subsisting unpatented mining claims at the time of the location of any conflicting claims of the Seller, then Seller's title is subject to the prior rights appurtenant to Seller's said claims.

Any loss of claims in whole or in part resulting from the matters specified in this subparagraph (c) shall not be considered for the purpose of any reduction in the purchase price and payments as specified in paragraph (e) below.

(d) During the Option Term, Seller covenants and agrees that it will not take any affirmative action resulting in the creation of any new encumbrances or other burdens to title to the Property.

(e) If, in the opinion of counsel for Buyer, Seller's title to the Property or any part thereof is defective or less than as represented herein by Seller or Seller's title is contested or questioned by any person, entity or governmental agency and Seller is unable or unwilling to correct promptly the defects or alleged defects in title, Buyer may, without obligation, attempt to perfect, defend or initiate litigation to protect Seller's title. In that event, Seller shall execute all documents and shall take such other actions as are reasonably necessary to assist Buyer in its efforts to perfect, defend or protect Seller's title. If any failure of title to any of the claims described in Exhibit A occurs as a result of the breach of any representation or warranty made by Seller in this Agreement or in the Special Warranty Deed, then the costs and expenses of perfecting, defending or protecting title, (including, but not limited to, attorneys' fees, costs of litigation and costs of releasing or satisfying any mortgages, liens, encumbrances or other claims) shall be a credit against payments thereafter to be made to Seller unless the costs arise from Buyer's failure to perform obligations hereunder (in which case such costs shall be borne by Buyer). If Seller's title to the mining claims described in Exhibits A or B, (or any portion thereof) is less than the entire interest or is subject to a superior adverse interest other than the paramount title of the United States, (subject, however, to all burdens, exceptions and matters specified in this Agreement) Buyer shall have the right to elect to accept such title as Seller has by giving notice of such election to Seller in accordance with Section 15. Since the total purchase price for the Property set forth in Section 4 and the payments set forth in Section 2 are predicated upon Seller's owning the entire interest in the mining claims described in Exhibits A or B free and clear of any superior adverse interests other than the paramount title of the United States, or as otherwise specified in this Agreement, if Seller owns less than the entire interest or such interest is subject to a superior adverse interest other than the paramount title of the United States, or as otherwise specified in subsection (c) of this Agreement, then such purchase price and payments shall be reduced in proportion to the lost acreage or the lost percentage interest.

10. Additional Properties. If either Buyer or Seller acquires by location, relocation, amendment, purchase or otherwise, mining property within the exterior boundaries of the claim group which comprises the Property, ("Newly Acquired Property") such Newly Acquired Property shall become part of the Property. In the event Buyer fails to exercise the Option contained herein, such Newly Acquired Property shall be conveyed to Seller by quit claim deed upon request of Seller. In the event Buyer exercises the Option contained herein, such Newly Acquired Property shall be conveyed to Buyer by quitclaim deed upon request of Seller at no additional costs to Buyer.

11. Annual Assessment Work. Seller has performed and filed assessment work affidavits with the Clerk and Recorder of Eureka County, Nevada and the Nevada State Office of the Bureau of Land Management with respect to the unpatented lode mining claims included within the Property for the assessment year ending on September 1, 1984. Commencing with the annual assessment work year beginning the first day of September immediately preceding the effective date of this Agreement, and thereafter during the term hereof, provided that Buyer has not exercised its Option to purchase the Property and this Agreement has not expired or been terminated prior to sixty (60) days before the end of any annual assessment work year, Buyer shall peform annual assessment work required to maintain any unpatented mining claims subject to this Agreement and timely record or furnish to Seller for recording Affidavits of such peformance. Seller agrees that, to the extent permitted by law, in the event Buyer owns or acquires by location, purchase, lease or option the right to explore claims or groups of claims adjacent to or which touch the Property at any point, Buyer shall have the right to perform assessment work required hereunder pursuant to a common plan of exploration or development which may include all or a portion of such claims or groups of claims and the Property, whether such work is performed on or off the Property. Buyer shall not be liable on account of holdings by any court or governmental agency that the effects of work so elected and performed by Buyer do not constitute the required annual assessment work for purposes of preserving title to such claims, provided that the work so done is of the kind generally accepted

as assessment work and that Buyer has expended a total amount sufficient to meet the minimum requirements with respect to all of the unpatented claims.

12. Remedies. Time is of the essence of this Agreement, and if any condition or obligation hereof is not performed or satisfied as herein provided, there shall be the remedies provided herein. Prior to the exercise of the Option, if Seller considers that Buyer has not complied with any covenants, conditions or obligations hereunder, either express or implied, except for the payments to be made by Buyer to Seller as provided in Section 2 and Section 4, Seller shall notify Buyer, in writing, setting out specifically in what respects it is claimed that Buyer has breached this Agreement. The receipt of such notice by Buyer and the lapse of sixty (60) days thereafter without Buyer's meeting or commencing to meet the alleged breaches shall give Seller the right to terminate this Agreement by delivering to Buyer written notice thereof. If Buyer fails to make a payment pursuant to Sections 2 or 4, Seller shall give notice to Buyer in writing of such failure to pay. If Buyer does not thereafter make the payment with fifteen (15) days of the effective date of such notice, Seller may terminate this Agreement by mailing or delivering to Buyer written notice of such termination. Upon termination by Seller, all Option payments theretofore paid by Buyer shall be retained by Seller as liquidated damages and as consideration for the Option granted under this Agreement, and all parties shall be released from further obigations hereunder (except the delivering of Deeds and data specified in Sections 10

and 13 and except for the obligation to complete all payments required by Section 2).

13. Buyer's Rights to Explore and Investigate During Option Term. During the Option Term, Buyer shall have the right to investigate all or any portion of the Property and all matters relevant to the development, condition, mineral value and title to the Property in accordance with the provisions of this Section 14.

(a) Buyer shall have the right, at all times while the Option is in force, to enter upon the Property and any portions thereof, and to conduct such prospecting, sampling, exploratory drilling or other studies, tests or investigations as Buyer may desire. Buyer shall have the right to take reasonable quantities of material from the Property for assaying or metallurgical testing but shall not be entitled to conduct mining operations on the Property. Buyer shall not be liable to Seller for any royalty or other payment for mineral samples collected or removed from the Property.

(b) Seller shall provide Buyer, its representatives and employees, full access during normal business hours to the books, records and files which Seller may have in its possession at Seller's offices in Grand Junction, Colorado, and Seller shall furnish Buyer with all information known to Seller with respect to the title and mineral potential of the Property as Buyer may reasonably request. Any material so furnished by Seller to Buyer shall be subject to the provisions of Section 7 above.

(c) Buyer's activities pursuant to this Section 14 shall be at its sole expense and risk, provided that Buyer, its agents, employees and contractors, do not assume the risk of losses or injuries suffered or sustained as a result of the gross negligence or willful conduct of Seller, its agents, employees or contractors.

(d) At the end of each calendar year, Buyer shall be obligated to furnish Seller with copies of all non-interpretive data relative to the Property produced by Buyer during its investigation thereof, and such obligation shall survive the exercise of the Option and the closing required thereunder. If the Buyer declines or fails to exercise the Option for any reason, Buyer shall promptly deliver to Seller a quit claim deed conveying all of Buyer's right, title and interest in the Property to Seller and copies of all non-interpretive data relative to the Property produced by Buyer during its investigation thereof. By the term "non-interpretive data" as used in this subsection (d) is meant factual data and not conclusions or opinions reached from interpretation thereof. Claim maps and survey data, drill logs, assays, geophysical and geochemical data and maps, geographic and geological surveys and maps and other like information, whether or not specified herein, shall be considered to be non-interpretive data.

14. Miscellaneous.

(a) Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be either delivered in person or sent by registered or certified mail, with return receipt requested, to the addresses set forth below or at such other addresses as are specified by written notice given in accordance with the terms hereof:

To Seller:	Windfall Venture P. O. Box 2183 Grand Junction, CO 81502
To Buyer:	Amselco Exploration Inc. 90 West Grove Street, Suite 100 Reno, Nevada 89509 ATTENTION: Land Manager

All notices, demands or requests shall be deemed to have been properly given or served when delivered in person to the proper party or when deposited in the United States mail.

(b) Assignment. Buyer shall have the unrestricted right to assign this Agreement to third parties, provided, however, that prior to the exercise of the Option and payment of the balance of the purchase price, as hereinabove provided, Buyer shall remain liable and responsible for the performance of all of Buyer's obligations under this Agreement, irrespective of any such assignment.

(c) Survival. The parties hereby agree that the representations, warranties and covenants of the parties as set forth in Sections 6, 7, 8 and 13(d) hereof, the remedies provided to the parties pursuant to Section 12, and the agreements and obligations to which such remedies pertain shall survive the Closing, and, unless otherwise provided herein, shall not be extinguished or terminated as a result of the execution and delivery of the instruments or the delivery of the funds to be exchanged by the parties at the Closing.

(d) Force Majeure. No party shall be liable for failure to perform any of its obligations (except for the making of payments due under Section 2 or Section 4 and, if Buyer wishes to extend the Option beyond the initial term, then except for the making of the payments required under Section 3), during any period in which performance is prevented, in whole or in part, by causes herein termed "force majeure." For purposes of this Agreement, the term "force majeure" shall include, but not be limited to, labor disputes, acts of God, action of the elements, inclement weather, floods, slides, cave-ins, laws, rules, regulations and requests of governmental bodies or agencies thereof, unavoidable delay in obtaining necessary materials, facilities and equipment in open market, or any cause, except for inability to meet financial commitments, whether similar or dissimilar to those specifically enumerated, beyond the reasonable control of such party. If a party desires to invoke the provisions of this Section 14(d), such party shall give notice of the commencement of and the circumstances giving rise to such force majeure and shall take all reasonable actions to cure the same, but such party shall not be obligated to settle labor disputes or to question the validity of any act of a governmental body or agency. The time for discharging such party's obligations with respect to the prevented performance shall be extended for the period of force majeure. The obligations of Buyer to perform annual assessment work as required by Section 11 shall be excused because of force majeure only under the following conditions:

(i) Buyer shall have obtained a deferment or suspension of such assessment work requirement pursuant to applicable laws and regulations promulgated thereunder.

(ii) Buyer shall file such intentions to hold in lieu of performance of assessment work as may be required by law.

(iii) To the extent that applicable laws and regulations require the performance of deferred assessment work after termination of a deferment or suspension, Buyer shall perform such required work within the required time, and the obligation to perform such deferred assessment work shall survive the termination of this Agreement.

(e) Brokerage Fees. Seller and Buyer each represent and warrant to the other that they have not incurred any obligations or liabilities, contingent or otherwise, for brokerage or finder's fees or agent's commissions or other like payments in connection with this Agreement or the purchase and sale of the Property for which the other party will have any liability.

(f) Recording. At the request of either party, the parties agree to execute a memorandum of this Agreement, which may be recorded in the offices of the Clerk and Recorder, County of Eureka, Nevada.

(g) Sole Agreement. This Agreement shall constitute the sole understanding of the parties with respect to the subject matters hereof, all previous agreements with respect thereto being expressly rescinded and replaced hereby. No prior or contemporaneous written or oral promise, representations, or agreements shall be binding upon the parties.

(h) Further Instruments. Each party agrees that it will execute any and all other instruments which may be necessary or required to carry out and effectuate the provisions hereof.

(i) Binding Effect. The provisions of this Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement of the day and year first above written.

WINDFALL VENTURE

BY: William L. Wilson
WILLIAM L. WILSON - Managing Partner

AMSELCO EXPLORATION INC.

BY: Amayor

ATTEST:

Elizabeth R. Jarvis
Secretary

EXHIBIT A
TO
Purchase and Sale Option Agreement

SPECIAL WARRANTY DEED

THIS DEED, dated the ____ day of ______________, 198___, by and between Windfall Venture, a Colorado general partnership, whose address is P.O. Box 2183, Grand Junction, Colorado, 81502, (the "Grantor") and Amselco Exploration Inc., a Delaware Corporation, whose address is 90 West Grove Street Suite 100, Reno, Nevada 89509,
("Grantee").

The Grantor, for Ten Dollars in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, hereby grants, bargains, sells, transfers, and conveys unto Grantee, its successors and assigns, all of Grantor's right, title, interest, possession, claim, and demand, whatsoever, subject, however, to the reservations specified below, in and to the patented and unpatented lode mining claims located within the Eureka Mining District, Eureka County, Nevada, as more particularly described in Schedule I attached hereto and by this reference made a part hereof (the "Property"), and all interest in and to the Property hereafter acquired by Grantor, its successors or assigns, together with all and singular the mines, minerals, lodes, veins, dips, spurs, angles, tenements, hereditaments, rights, privileges, and appurtenances to the same belonging, or in anywise appertaining, without condition or qualification, except as to the conveyances and reservations of royalties as described below.

TO HAVE AND TO HOLD, all and singular the interests herein assigned unto Grantee, its successors and assigns, forever.

Grantor warrants and represents that it has not assigned or conveyed its interest or any of its rights in and to the Property to any other party and that Grantor will defend title to the Property against, but only against, any persons claiming the whole or any part of the Property by, through or under Grantor, excepting only the royalty interests created pursuant to the following Deeds (all recording information refers to the official records in the office of the Recorder of Eureka County, Nevada):

A. "Royalty Deed" from Idaho Mining Corporation to A. K. Wilson, Jr., and others, dated September 28, 1979 and recorded in Book 75 of Official Records at Pages 86-91, inclusive.

B. "Supplemental Royalty Deed" from Idaho Mining Corporation to A.K. Wilson, Jr., and others, dated December 20, 1979 and recorded in Book 77 at Pages 362-367, inclusive.

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C. "Supplemental Royalty Deed" from Idaho Mining Corporation to JoAnn K. Wilson, executrix, and others, dated October 30, 1980 and recorded in Book 89 at Pages 245-249, inclusive.

D. "Royalty Deed" from Windfall Venture to St. James Holdings, LTD. Dated August 31, 1980 and recorded in Book 90 at Pages 311-317, inclusive.

E. "Partial Relinquishment, Release and Reduction of Overriding Royalty" between the Idaho Shareholders and Western-Windfall, LTD. dated August 17, 1982, recorded in Book 114 at Pages 464-466 inclusive.

F. "Partial Relinquishment, Release and Reduction of Overriding Royalty" between St. James Holdings, LTD. and Western-Windfall, LTD. dated August 17, 1982, recorded in Book 114 at Pages 462 & 463.

G. "Royalty Deed" dated August 24, 1982 from St. James Holdings, LTD. to Windfall Venture, recorded in Book 114 at Pages 049 through 055, inclusive.

H. "Royalty Deed" from Windfall Venture to W. L. Wilson, Kenneth E. Johnson, Robert G. Wilson and Chan Edmonds, dated September 8, 1983 and recorded in Book 114 at Pages 056 to 063, inclusive.

I. "Royalty Deed" from W. L. Wilson to William Brent Wilson and Suzanne Kelly Wilson dated September 8, 1983 and recorded in Book 114 at Pages 064 through 071, inclusive.

J. "Royalty Deed" from W. L. Wilson to John N. Besic, trustee for the benefit of Juliet Ross Wilson and Hollis Carolyn Wilson, dated September 8, 1983 and recorded in Book 114 at Pages 072 through 079, inclusive.

K. "Supplemental Royalty Deed" dated May 24, 1984 from Windfall Venture to JoAnn K. Wilson, W. L. Wilson and Joan Wilson, dated May 24, 1984 and recorded in Book 123 at Pages 262 through 265, inclusive.

L. "Supplemental Royalty Deed" dated May 24, 1984, from Windfall Venture to Kenneth E. Johnson, Robert G. Wilson, Chan Edmonds, William Brent Wilson, Suzanne Kelly Wilson and John N. Becic, Trustee, and recorded in Book 129 at Pages 066 through 070, inclusive.

Except for the Special Warranty of title specified above Grantor makes no other warranties of title, express or implied.

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IN WITNESS WHEREOF, Grantor has executed this deed as of the date first set forth above.

WINDFALL VENTURE,
a Colorado general partnership

By______________________________
William L. Wilson, Managing Partner

STATE OF COLORADO)
) ss.
COUNTY OF)

On the _____ day of _____________, 198__, by William L. Wilson, a General Partner of Windfall Venture, who, being duly sworn, acknowledged that he executed the foregoing instrument on behalf of Windfall Venture, for all of the purposes herein mentioned.

Witness my hand and official seal.

My commission expires ________________________________.

____
Notary Public

Address:________________________________
____

SCHEDULE I
TO
EXHIBIT A OF THE
PURCHASE AND SALE OPTION AGREEMENT

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 Claim: That certain patented lode mining claim, the name of which together with the U. S. Mineral Survey Number is as follows:

CLAIM NAME	U. S. MINERAL SURVEY NUMBER	PATENT NUMBER
RAMBLER	239	6137

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").

CLAIM NAME	BLM SERIAL NO.	EUREKA COUNTY RECORDATION DATA BOOK	PAGE
J-2	NMC 153824	81 O.R.	313
J-4	NMC 153826	81 O.R.	315
J-6	NMC 153828	81 O.R.	317
J-8	NMC 153830	81 O.R.	319
J-10	NMC 153832	81 O.R.	321
J-12	NMC 153834	81 O.R.	323
J-19	NMC 153841	81 O.R.	330
J-24	NMC 160193	84 O.R.	361
J-26	NMC 160195	84 O.R.	363
J-30	NMC 153846	81 O.R.	335
J-31	NMC 153847	81 O.R.	336
J-33	NMC 160199	84 O.R.	367
J-34	NMC 160200	84 O.R.	368
J-35	NMC 160201	84 O.R.	369
J-36	NMC 160202	84 O.R.	370
J-37	NMC 160203	84 O.R.	371
J-38	NMC 160204	84 O.R.	372
J-39	NMC 160205	84 O.R.	373
J-40	NMC 160206	84 O.R.	374
J-41	NMC 160207	84 O.R.	375
J-42	NMC 160208	84 O.R.	376
J-43	NMC 160209	84 O.R.	377
J-44	NMC 160210	84 O.R.	378

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J-45	NMC 160211	84 O.R.	379
J-46	NMC 160212	84 O.R.	380
J-47	NMC 160213	84 O.R.	381
J-48	NMC 160214	84 O.R.	382
J-49	NMC 160215	84 O.R.	383
J 71	NMC 160221	84 O.R.	389
J 72	NMC 160222	84 O.R.	390
F-1	NMC 123071	34 O.R.	528
F-2	NMC 123072	34 O.R.	508-509
F-3	NMC 123073	34 O.R.	529
F-4	NMC 123074	34 O.R.	510-511
F-5	NMC 123075	34 O.R.	530
F-6	NMC 123076	34 O.R.	512-513
F-25	NMC 123095	34 O.R.	493
F-26	NMC 123096	34 O.R.	503
F-27	NMC 123097	34 O.R.	494
F-28	NMC 123098	34 O.R.	504
F-29	NMC 123099	34 O.R.	495
F-30	NMC 123100	34 O.R.	496
F-31	NMC 123101	34 O.R.	497
F-32	NMC 123102	34 O.R.	498
F-33	NMC 123103	34 O.R.	499
F-34	NMC 123104	34 O.R.	500
F-55	NMC 153744	81 O.R.	276
F-56	NMC 153745	81 O.R.	277
F-57	NMC 153746	81 O.R.	278
F-58	NMC 153747	81 O.R.	279
F-59	NMC 153748	81 O.R.	280
F-60	NMC 153749	81 O.R.	281
F-61	NMC 153750	81 O.R.	282
F-62	NMC 153751	81 O.R.	283
F-63	NMC 153752	81 O.R.	284
F-64	NMC 153753	81 O.R.	285
F-65	NMC 153754	81 O.R.	286
F-66	NMC 153755	81 O.R.	287
F-67	NMC 153756	81 O.R.	288
F-68	NMC 153757	81 O.R.	289
F-69	NMC 153758	81 O.R.	290
F-70	NMC 153759	81 O.R.	291
F-71	NMC 153760	81 O.R.	292
F-72	NMC 153761	81 O.R.	293
F-73	NMC 153762	81 O.R.	294
F-74	NMC 153763	81 O.R.	295
F-75	NMC 153764	81 O.R.	296
F-76	NMC 153765	81 O.R.	297
F-77	NMC 153766	81 O.R.	298
F-78	NMC 153767	81 O.R.	299
F-79	NMC 153768	81 O.R.	300
F-80	NMC 153769	81 O.R.	391
F-81	NMC 153770	81 O.R.	302
F-82	NMC 153771	81 O.R.	303
F-83	NMC 153772	81 O.R.	304
F-84	NMC 153773	81 O.R.	305

F-85	NMC 153774	81 O.R.	306
F-86	NMC 153775	81 O.R.	307
F-87	NMC 153776	81 O.R.	308
F-88	NMC 153777	81 O.R.	309
F-89	NMC 153778	81 O.R.	310
F-90	NMC 153779	81 O.R.	311
F-91	NMC 80983	71 O.R.	405
F-92	NMC 80984	71 O.R.	406
F-93	NMC 80985	71 O.R.	407
F-94	NMC 80986	71 O.R.	408
F-95	NMC 80987	71 O.R.	409
F-96	NMC 80988	71 O.R.	410
F-97	NMC 123105	35 O.R.	306
F-98	NMC 123106	35 O.R.	307
F-102	NMC 123107	35 O.R.	308
F-104	NMC 123108	35 O.R.	309
F-106	NMC 123109	35 O.R.	310
F-108	NMC 123110	35 O.R.	311
F-110	NMC 123111	35 O.R.	312
F-112	NMC 123112	35 O.R.	313
F-118	NMC 123113	35 O.R.	315
F-120	NMC 123114	35 O.R.	316
F-122	NMC 123115	35 O.R.	317
F-124	NMC 123116	35 O.R.	318
F-126	NMC 123117	35 O.R.	319
F-128	NMC 123118	35 O.R.	320
F-130	NMC 123119	34 O.R.	507
F-198	NMC 123120	35 O.R.	314
DOE RUN 1	NMC 123121	35 O.R	322
DOE RUN 2	NMC 123122	35 O.R	323
GOSSAN	NMC 123155	J-O.D.M.L.	
SADIE 1	NMC 123156	47 O.R.	78
SADIE 3	NMC 123158	47 O.R.	80
SADIE 4	NMC 123159	47 O.R.	81
SADIE 5	NMC 123160	47 O.R.	82
SADIE 6	NMC 123161	47 O.R.	83
SADIE 7	NMC 123162	47 O.R.	84
SADIE 8	NMC 123163	47 O.R.	85
H 2	NMC 80977	71 O.R.	399
H 3	NMC 80978	71 O.R.	400
H 4	NMC 80979	71 O.R.	401
H 5	NMC 80980	71 O.R.	402
H 6	NMC 80981	71 O.R.	403
J-85	NMC 288385	117 O. R.	023
J-86	NMC 288386	117 O. R.	024
J-87	NMC 288387	117 O. R.	025
J-88	NMC 288388	117 O. R.	026
J-103	NMC 288389	117 O. R.	027
J-104	NMC 288390	117 O. R.	028
J-105	NMC 288391	117 O. R.	029
J-106	NMC 288392	117 O. R.	030

J-107	NMC 288393	117 O. R.	031
J-108	NMC 288394	117 O. R.	032
J-109	NMC 288395	117 O. R.	033
J-110	NMC 288396	117 O. R.	034
J-111	NMC 288397	117 O. R.	035
J-112	NMC 288398	117 O. R.	036
J-113	NMC 288399	117 O. R.	037
J-114	NMC 288400	117 O. R.	038
J-115	NMC 288401	117 O. R.	039
J-116	NMC 288402	117 O. R.	040
J-117	NMC 288403	117 O. R.	041
J-118	NMC 288404	117 O. R.	042
J-119	NMC 288405	117 O. R.	043
J-120	NMC 288406	117 O. R.	044
J-121	NMC 288407	117 O. R.	045
J-122	NMC 288408	117 O. R.	046
J-123	NMC 288409	117 O. R.	047
J-124	NMC 288410	117 O. R.	048
J-125	NMC 288411	117 O. R.	049
J-126	NMC 288412	117 O. R.	050
J-127	NMC 288413	117 O. R.	051
J-128	NMC 288414	117 O. R.	052
J-129	NMC 288415	117 O. R.	053
J-130	NMC 288416	117 O. R.	054
J-161	NMC 288425	117 O. R.	063
J-162	NMC 288426	117 O. R.	064
J-163	NMC 288427	117 O. R.	065
J-164	NMC 288428	117 O. R.	066
J-165	NMC 288429	117 O. R.	067
J-166	NMC 288430	117 O. R.	068
J-167	NMC 288431	117 O. R.	069
J-168	NMC 288432	117 O. R.	070
J-169	NMC 288433	117 O. R.	071
J-170	NMC 288434	117 O. R.	072
J-171	NMC 288435	117 O. R.	073
J-172	NMC 288436	117 O. R.	074
J-173	NMC 288437	117 O. R.	075
J-174	NMC 288438	117 O. R.	076
J-175	NMC 288439	117 O. R.	077
J-176	NMC 288440	117 O. R.	078
J-177	NMC 288441	117 O. R.	079
J-178	NMC 288442	117 O. R.	080

EXHIBIT B
TO
Purchase and Sale Option Agreement

QUIT CLAIM DEED

THIS DEED, dated the ____ day of______________, 198____, by and between Windfall Venture, a Colorado general partnership, whose address is P.O. Box 2183, Grand Junction, Colorado, 81502, (the "Grantor") and Amselco Exploration Inc., a Delaware Corporation, whose address is 90 West Grove Street, Suite 100, Reno, Nevada 89509, ("Grantee").

The Grantor, for Ten Dollars in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, hereby sells and QUIT CLAIMS to Grantee, its successors and assigns, all of Grantor's right, title, interest, possession, claim, and demand, whatsoever, subject, however, to the reservations specified below, in and to the unpatented lode mining claims located within the Eureka Mining District, Eureka County, Nevada, as more particularly described in Schedule I attached hereto and by this reference made a part hereof (the "Property").

This Quit Claim Deed is specifically subject to the royalty interests created pursuant to the following Deeds (all recording information refers to the official records in the office of the Recorder of Eureka County, Nevada):

A. "Royalty Deed" from Idaho Mining Corporation to A. K. Wilson, Jr., and others, dated September 28, 1979 and recorded in Book 75 of Official Records at Pages 86-91, inclusive.

B. "Supplemental Royalty Deed" from Idaho Mining Corporation to A.K. Wilson, Jr., and others, dated December 20, 1979 and recorded in Book 77 at Pages 362-367, inclusive.

C. "Supplemental Royalty Deed" from Idaho Mining Corporation to JoAnn K. Wilson, executrix, and others, dated October 30, 1980 and recorded in Book 89 at Pages 245-249, inclusive.

D. "Royalty Deed" from Windfall Venture to St. James Holdings, LTD. Dated August 31, 1980 and recorded in Book 90 at Pages 311-317, inclusive.

E. "Partial Relinquishment, Release and Reduction of Overriding Royalty" between the Idaho Shareholders and Western-Windfall, LTD. dated August 17, 1982, recorded in Book 114 at Pages 464-466 inclusive.

F. "Partial Relinquishment, Release and Reduction of Overriding Royalty" between St. James Holdings, LTD. and Western-Windfall, LTD. dated August 17, 1982, recorded in Book 114 at Pages 462 & 463.

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G. "Royalty Deed" dated August 24, 1982 from St. James Holdings, LTD. to Windfall Venture, recorded in Book 114 at Pages 049 through 055, inclusive.

H. "Royalty Deed" from Windfall Venture to W. L. Wilson, Kenneth E. Johnson, Robert G. Wilson and Chan Edmonds, dated September 8, 1983 and recorded in Book 114 at Pages 056 to 063, inclusive.

I. "Royalty Deed" from W. L. Wilson to William Brent Wilson and Suzanne Kelly Wilson dated September 8, 1983 and recorded in Book 114 at Pages 064 through 071, inclusive.

J. "Royalty Deed" from W. L. Wilson to John N. Besic, trustee for the benefit of Juliet Ross Wilson and Hollis Carolyn Wilson, dated September 8, 1983 and recorded in Book 114 at Pages 072 through 079, inclusive.

K. "Supplemental Royalty Deed" from Windfall Venture to JoAnn K. Wilson, W. L. Wilson and Joan Wilson, dated May 24, 1984 and recorded in Book 123 at Pages 262 through 265, inclusive.

L. "Supplemental Royalty Deed" dated May 24, 1984, from Windfall Venture to Kenneth E. Johnson, Robert G. Wilson, Chan Edmonds, William Brent Wilson, Suzanne Kelly Wilson and John N. Becic, Trustee, and recorded in Book 129 at Pages 066 through 070, inclusive.

Grantor makes no warranties of title to the property, express or implied.

IN WITNESS WHEREOF, Grantor has executed this Quit Claim Deed as of the date first set forth above.

WINDFALL VENTURE,
a Colorado general partnership

By____________________________
William L. Wilson, Managing Partner

STATE OF COLORADO)
) ss.
COUNTY OF)

On the ____ day of ____________, 198__, by William L. Wilson, a General Partner of Windfall Venture, who, being duly sworn, acknowledged that he executed the foregoing instrument on behalf of Windfall Venture, for all of the purposes herein mentioned.

Witness my hand and official seal.

My commission expires ______________________________.

____
Notary Public

Address: ______________________________

____

SCHEDULE I
TO
EXHIBIT B OF THE
PURCHASE AND SALE OPTION AGREEMENT

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

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;"

CLAIM NAME	BLM SERIAL NO.	EUREKA COUNTY RECORDATION DATA BOOK	PAGE
J-1	NMC 153823	81 O.R.	312
J-3	NMC 153825	81 O.R.	314
J-5	NMC 153827	81 O.R.	316
J-7	NMC 153829	81 O.R.	318
J-9	NMC 153831	81 O.R.	320
J-11	NMC 153833	81 O.R.	322
J-13	NMC 153835	81 O.R.	324
J-14	NMC 153836	81 O.R.	325
J-15	NMC 153837	81 O.R.	326
J-16	NMC 153838	81 O.R.	327
J-17	NMC 153839	81 O.R.	328
J-18	NMC 153840	81 O.R.	329
J-20	NMC 153842	81 O.R.	331
J-21	NMC 153843	81 O.R.	332
J-22	NMC 153844	81 O.R.	333
J-23	NMC 153845	81 O.R.	334
J-25	NMC 160194	84 O.R.	362
J-27	NMC 160196	84 O.R.	364
J-28	NMC 160197	84 O.R.	365
J-29 Fraction	NMC 160198	84 O.R.	366
J-50	NMC 160216	84 O.R.	384
J 51	NMC 160217	84 O.R.	385
J 52	NMC 160218	84 O.R.	386
J 53	NMC 160219	84 O.R.	387
J 54	NMC 160220	84 O.R.	388
J 73	NMC 160223	84 O.R.	391
J 74	NMC 160224	84 O.R.	392
J 75	NMC 160225	84 O.R.	393
J 76	NMC 160226	84 O.R.	394
J 81	NMC 160227	84 O.R.	395
J 82	NMC 160228	84 O.R.	396
J 83	NMC 160229	84 O.R.	397
J 84	NMC 160230	84 O.R.	398

F-7	NMC 123077	34 O.R.	531
F-8	NMC 123078	34 O.R.	514-515
F-9	NMC 123079	34 O.R.	532
F-10	NMC 123080	34 O.R.	516-517
F-11	NMC 123081	34 O.R.	533
F-12	NMC 123082	34 O.R.	518-519
F-13	NMC 123083	34 O.R.	534
F-14	NMC 123084	34 O.R.	520-521
F-15	NMC 123085	34 O.R.	535
F-16	NMC 123086	34 O.R.	522-523
F-17	NMC 123087	34 O.R.	536
F-18	NMC 123088	34 O.R.	524-525
F-19	NMC 123089	34 O.R.	537
F-20	NMC 123090	34 O.R.	526-527
F-21	NMC 123091	34 O.R.	491
F-22	NMC 123092	34 O.R.	501
F-23	NMC 123093	34 O.R.	492
F-24	NMC 123094	34 O.R.	502
H 1	NMC 80976	71 O.R.	398
SADIE 9	NMC 288379	117 O. R.	017
SADIE 10	NMC 288380	117 O. R.	018
SADIE 11	NMC 288381	117 O. R.	019
SADIE 12	NMC 288382	117 O. R.	020
SADIE 18	NMC 288383	117 O. R.	021
SADIE 19	NMC 288384	117 O. R.	022
J-145	NMC 288417	117 O. R.	055
J-146	NMC 288418	117 O. R.	056
J-147	NMC 288419	117 O. R.	057
J-148	NMC 288420	117 O. R.	058
J-149	NMC 288421	117 O. R.	059
J-150	NMC 288422	117 O. R.	060
J-151	NMC 288423	117 O. R.	061
J-152	NMC 288424	117 O. R.	062

EXHIBIT B TO
ASSIGNMENT AGREEMENT

AMENDMENT NO. 1

PURCHASE AND SALE OPTION AGREEMENT

This Amendment No. 1 (this "Amendment") to Purchase and Sale Option Agreement (the "Option"), is made and effective as of the 9th day of January, 1987, by and between Windfall Venture, a Colorado general partnership, whose address is P.O. Box 2183, Grand Junction, Colorado 81502 ("Seller"), and Amselco Minerals tion, Inc., a Delaware Corporation, whose address is 999-18th Street, Suite 1201, Denver, Colorado ("Buyer") with respect to the following facts:

Effective as of November 9, 1984, Seller and Buyer (the "Parties") entered into a Purchase and Sale Option Agreement (the "Option"), a copy of which is hereto attached and incorporated herein by this reference.

The Parties, having reached agreement for the modification of the Option, wish to execute a written Amendment specifying all of the terms and conditions of such modification.

Accordingly, in consideration of the promises and undertakings of the Parties set forth in this Amendment, the Parties agree:

1. Buyer agrees that, irrespective of whether the Option should be terminated prior to 60 days before the end of the 1986 to 1987 annual assessment work year, Buyer shall perform annual assessment work for such year on or in respect to all unpatented mining claims subject to the Option in the manner set forth in Section 11 of the Option, and, in a timely manner, shall file, or

supply to Seller for filing, affidavits attesting to the performance of such work.

2. Section 3, entitled "Option Term" of the Option is hereby amended by replacing such Section, in its entirety with the following provisions:

3. Option Term; Exercise of Option.

(a) Initial Term. The term of the Option (the "Option Term") shall be for an Initial Term which shall commence on the execution of this Agreement and shall extend until July 10, 1987 at 5:00 p.m. Mountain Daylight Savings Time.

(b) Renewal Term(s). So long as the Option continues in force and effect, Buyer shall have the privilege to renew the Option Term for successive Renewal Terms in accordance with the provisions set forth below in this Subsection 3(b). As used herein, "Fiscal Year" shall mean the period from the 10th day of January at 5:00 p.m., Mountain Standard Time, of a year until the 10th day of January at 5:00 p.m., Mountain Standard Time, of the following year; and "Annual Work Requirement(s)" shall mean the expenditure(s) of monies during a particular Fiscal Year for exploration, prospecting, testing, mineral development and/or mining upon the Property.

(1) Buyer shall have the privilege of extending the term of the Option for a Renewal Term extending

from the end of the Initial Term until the end of the 1987 to 1988 Fiscal Year by making an additional Option Payment to Seller in the amount of $25,000 prior to expiration of the Initial Term and, by reason of the making of such payment, becoming firmly obligated to perform an Annual Work Requirement during such Fiscal Year equal to expenditures aggregating $25,000.

(2) Commencing with the start of the 1988 to 1989 Fiscal Year, and continuing so long as the Option remains in effect, while Buyer is in full current compliance which all of its obligations hereunder, Buyer shall have the privilege of extending the Option Term for additional Renewal Term(s) equal to Fiscal Year(s) upon making the Option Payments to Seller prior to the end of the preceding Renewal Term as specified in the following tabulation and by becoming firmly obligated upon the making of each such payment, exclusive of the final one, for the performance of an Annual Work Requirement equal to expenditures aggregating $50,000 during the Fiscal Year encompassing such Renewal Term.

Fiscal Year Commencing	Option Payment
January 10, 1988	$ 50,000
January 10, 1989	225,000
January 10, 1990	700,000
January 10, 1991	Remaining Balance

By the term "Remaining Balance" as used in the foregoing tabulation is meant the balance of the Purchase Price required to be paid upon exercise of the Option calculated in the manner specified in Section 4, below.

(3) Each of the amounts of Option Payments specified in this Section 3 sets forth the base amount of such payment which shall be subject to adjustment by the Inflation-Deflation Adjustment specified in Section 5 below in order to arrive at the actual amount of each such Option Payment, provided, however, that the Inflation-Deflation Adjustment required for the Option Payments required for the Renewal Term commencing July 10, 1987, and the Inflation-Deflation Adjustment required for the Renewal Term commencing January 10, 1988, shall not be assessed at the times such payments are due but shall be deferred and added to or subtracted from the Option Payment required to be made on or before January 10, 1989, if the Option Term is to be then renewed. The said adjustment of the payment required on or before Janury 10, 1989, specified above, shall be in addition to the regular Inflation-Deflation Adjustment of the Option Payment then required by the provisions of Section 5 below.

(4) Within ten (10) days following the end of each Fiscal Year during which the Option may be in effect, Buyer shall supply Seller with a written statement itemizing the expenditures made by Buyer for the Annual Work Requirement for such Fiscal Year. The Statement shall be accompanied by copies of drill logs, maps, assay results and other geologic, metallurgical, mineralogical, survey and other data obtained by Buyer from or in connection with the performance of such Annual Work Requirement.

(c) Exercise of Option. The Option may be exercised by Buyer at any time while the Option Term remains in force and effect, and in any event prior to January 10, 1991, by written notice thereof from Buyer to Seller transmitted in the manner and to Seller's address as hereinafter set forth. If the Option is exercised during the Option Term, the base amounts of all Option Payments (i.e., the specified amounts thereof unadjusted by the Inflation-Deflation Adjustment) theretofore made shall be credited against the purchase price as more fully described in Section 4 below.

(d) Termination of Option. In the event this Agreement and the Option contained herein terminate as a result of the failure of Buyer to exercise its Option or to renew the term of Option in the manner specified in this Section

3, any Option Payments previously paid by Buyer shall be retained by Seller as consideration to Seller for the Option granted under this Agreement and the parties shall have no further obligations to each other hereunder, except the delivery of data and quit claim deeds by Buyer to Seller as provided in Section 13(d) hereof.

Except as specifically modified by this Amendment, all of the terms and provisions of the Option shall remain in full force and effect. This Amendment supercedes all prior negotiations, understandings or agreements of the Parties concerning the subject matter of this Amendment.

This Amendment shall be binding upon and shall inure to the benefit of the Parties, their successors and assigns.

Executed as of the day and year first above written.

WINDFALL VENTURE

By: William L. Wilson
William L. Wilson
Managing Partner

AMSELCO MINERALS INC.

By: ______
A P TAYLOR GEN. MGR. EX PLN.

ATTEST:

asst Secretary

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EXHIBIT C TO
ASSIGNMENT AGREEMENT

AMENDMENT NO. 2

TO

PURCHASE AND SALE OPTION AGREEMENT

This Amendment No. 2 (this "Amendment No. 2") to Purchase and Sale Option Agreement is made and effective as of the 9th day of January, 1989, by and between Windfall Venture, a Colorado general partnership, whose address is P.O. Box 2183, Grand Junction, Colorado 81502 ("Seller") and Amselco Minerals, Inc., a Delaware Corporation, whose address is 999 18th Street, Suite 1201, Denver, Colorado ("Buyer") and Eureka Ventures, a joint venture to whom Buyer has notified Seller that Buyer has assigned an unspecified interest in the Option designated below:

RECITALS

A. Effective as of November 9, 1984, Seller and Buyer entered into a Purchase and Sale Option Agreement (the "Option"), a copy of which is hereto attached and incorporated herein by this reference.

B. Effective as of January 9, 1987, Seller and Buyer executed Amendment No. 1 to the Option ("Amendment No. 1"), which amendment modified the payment schedule and imposed certain requirements for annual work, as more fully specified in such Amendment No. 1, a copy of which is attached and incorporated herein by this reference.

C. The parties hereto (the "Parties") having reached agreement for the further modification of the Option, as previously amended by Amendment No. 1, wish to execute a written amendment specifying all of the terms and conditions of such further modification.

Accordingly, in consideration of the promises and undertakings of the Parties set forth in this Amendment No. 2, the Parties agree:

1. The terms "Option Payment", "Option Term", "Renewal Term", "Fiscal Year", "Annual Work Requirement" and "Remaining Balance" as used and defined in the Option and/or in Amendment No. 1 are used herein as therein defined.

2. Upon execution of this Amendment No. 2, Buyer has paid Seller the sum of $25,000, the receipt of which is acknowledged and Seller accepts such sum in payment of the Option Payment required under the Option, as amended, to renew the Option Term for a Renewal Term for the Fiscal Year commencing January 10, 1989.

3. The requirement for performance of the Annual Work Requirement for the 1987 to 1988 Fiscal Year specified in paragraph 3(b)(1) of the Option (as modified by Amendment No. 1) and for performance of the Annual Work Requirement for the 1988 to 1989 Fiscal Year as specified in paragraph 3(b)(2) of the Option (as modified by Amendment No. 1) is hereby waived, deleted and forgiven. During each Fiscal Year subsequent to the 1988 to 1989 Fiscal Year for which Buyer shall renew the Option Term by making the payment required by the provisions of paragraph number 4 of this Amendment 2, inclusive of the 1989 to 1990 Fiscal Year, but exclusive of the final Fiscal Year, Buyer shall be obligated for

the performance of an annual Work Requirement equal to expenditures aggregating $50,000 during the Fiscal Year encompassing such Renewal Term.

4. The schedule of Option Payments specified in paragraph 3(b)(2) (as modified by Amendment No. 1) is hereby deleted in its entirety and replaced with the following schedule:

Fiscal Year Commencing	Option Payment
January 10, 1989	$25,000 paid upon execution of this Amendment No. 2
January 10, 1990	25,000
January 10, 1991	100,000
January 10, 1992	200,000
January 10, 1993	700,000
January 10, 1994	Remaining Balance

5. Section 3(b)(3) of the Option as specified in Amendment No. 1 is hereby replaced in its entirety with the following:

3. Each of the amounts of Option Payments specified in this Section 3 sets forth the base amount of such payment which shall be subject to adjustment by the Inflation-Deflation Adjustment specified in Section 5 below in order to arrive at the actual amount of each such Option Payment, provided, however, that the Inflation-Deflation Adjustment required for the Option payments required for the Renewal Term commencing July 10, 1987, and the Inflation-Deflation Adjustment required for the Renewal Term commencing January 10, 1988, January 10, 1989, January 10, 1990 and January 10, 1991, shall not be assessed at the times such payments are due but shall be deferred and added to or subtracted from the Option

Payment required to be made on or before January 10, 1992, if the Option Term is to be then renewed. The said adjustment of the payment required on or before January 10, 1992, specified above, shall be in addition to the regular Inflation-Deflation Adjustment of the Option Payment then required by the provisions of Section 5 below.

6. As modified by this Amendment No. 2 the terms and provisions of the Option as previously modified by Amendment No. 1 shall remain in full force and effect.

7. This Amendment No. 2 shall be binding upon and inure to the benefit of the Parties, their successors and assigns.

Executed as of the day and year first above written.

WINDFALL VENTURE

By W.L. Wilson
W.L. Wilson, general partner

AMSELCO MINERALS, INC.

By ____________ President

Attest:

____
Secretary

EUREKA VENTURE

By ____________
general partner

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Windfall Venture
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EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEE $52.00
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