

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made and effective as of the 3rd day of March, 1992 between and among

TENNECO MINERALS COMPANY, a Delaware corporation, (the "Assignor"),
 PATHFINDER EXPLORATION CORPORATION, a Nevada corporation, (the

"Assignee") and WINDFALL VENTURE, a Colorado general partnership

(the "Seller"), with respect to the following facts:

A. On November 9, 1984, Seller entered into a purchase and Sale Agreement with Amseco Exploration, Inc., a Delaware

corporation as the "Buyer", (the "OPTION", herein) which is recorded in Book 215 at Pages 105-138 of the Official Records in the Office

of the Recorder, Eureka County, Nevada. Effective as of November

15, 1986, the rights and interest of Amseco Exploration, Inc., as

Buyer under, the Option were assigned to AMSELCO MINERALS, INC. by

Assignment recorded in Book 205 at Page 481 of the Official Records

of Eureka County, Nevada. Subsequently, effective as of January 9,

1987, the Option was amended by "Amendment No. 1", recorded in Book

215 at Pages 139-144 of the Official Records in the Office of the

Recorder of Eureka County, Nevada. Effective as of January 9, 1989,

the Option was further amended by "Amendment No. 2", recorded in

Book 215 at Pages 145-148 of the Official Records in the Office of

the Recorder of Eureka County, Nevada. Effective September 14, 1990

the interest of AMSELCO MINERALS, INC. in the Option, as amended,

was transferred to TENNECO MINERALS COMPANY by Assignment Agreement,

recorded in Book 215 at Pages 100-104 of the Official Records in the

Office of the Recorder of Eureka County, Nevada; and as of October

3, 1990, the Option was amended by "Amendment No. 3", a copy of

recorded in Book 240 at Pages 90-129 of said Official Records. Amendments Nos. 1, 2 and 3, is 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 releasing

Assignor from obligations not accrued as of March 24, 1992, as the Buyer under the Windfall-Amselco Agreement.

WHEREFORE, in view of the foregoing recitals, in considera-

tion 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 acceptance of this Agreement by Assignee ("Effective Date"). 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 which had not accrued as of March 24, 1992,

under the Windfall-Amselco Agreement. Assignee shall have no

liability or responsibility for performance or any obligation of Buyer which have accrued prior to the Effective Date.

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. Seller warrants

that no other amendments or modifications have been made to the

Windfall-Amselco Agreement and that the Windfall-Amselco Agreement

is in full force and effect. 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.

TENNECO MINERALS COMPANY

BY: *Ray Johnson*

MS

ATTEST:

John M. Badger
Assistant Secretary

John M. Badger

AGREED TO AND ACCEPTED THIS
29th day of SEPTEMBER, 1992

PATHFINDER EXPLORATION CORPORATION

BY: *[Signature]*

ATTEST:

WINDFALL VENTURE

BY: *W. Wilson*
GENERAL PARTNER



STATE OF Maryland)
 COUNTY OF Montgomery)
) ss.
)
 On this 29th day of September, 1992, before me
Terre Soria, a Notary Public for and in said
 State, personally appeared Harold S. Coste
 known to me to be the Executive Vice Pres. of BATHFINDER
EXPLORATION CORPORATION, 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: December 1, 1994.

STATE OF COLORADO)
 COUNTY OF JEFFERSON)
) ss.
)
 On this 31st day of March, 1992, before me
Barbara Wattenberg, a Notary Public for and in said
 State, personally appeared Ray Johnson
 known to me to be the Vice 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 Mar. 04, 1993
12136 West Bayaud Ave.
Lakewood, Colorado 80228



NOTARY PUBLIC
Barbara Wattenberg

NOTARY PUBLIC
[Signature]

STATE OF COLORADO

COUNTY OF MESA

)
) ss.
)

On this 24th day of September, 1992, before me

Kathy R. Findley, 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.



NOTARY PUBLIC

Kathy R. Findley

WINDFALL 3/11

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Wendy's Venture
92 NOV -5 P2:49

EUREKA COUNTY, NEVADA
M.N. REBALLET. RECORDER
FILE NO. 143114
FEES \$900

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