RECORDING REQUESTED BY : BLUE EAGLE EXPLORATION

WHEN RECORDED RETURN TO: Blue Engle Exploration Attn: R.L. Chemberlain

5944 South Kipling St., Suite 305

Littleton, CO B0127

ASSIGNMENT OF OVERRIDING ROYALTY

STATE OF NEVADA)	
)	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LINCOLN)	

That for the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to it, the receipt and sufficiency of which are hereby acknowledged, BLUE EAGLE EXPLORATION, 5944 South Kipling St., Suite 305, Littleton, Colorado 60127, (hereinafter referred to as "Assignor"), has GRANTED, SOLD, TRANSFERRED, ASSIGNED AND CONVEYED, and by these presents does GRANT, SELL, TRANSFER, ASSIGN AND CONVEY unto the following party:

CEDAR STRAT CORPORATION Silver Conyon Ranch Hiko, Nevada 89017

(hereinafter referred to as "Assignee"), as an overriding rayalty, .01 percent (1%) of all of the oil, gas and minerals in and under and that may be produced, saved and sold from the lands in Lincoln County, Nevada, under and by virtue of the oil, gas, and mineral leases set forth on Exhibit "A" attached hereto, or any renewals or extentions thereof, to be delivered to Assignee or to its credit into the pipeline, tank, or other receptable to which the well or wells thereon may be connected, free and clear of all costs and expenses of development and operation except the taxes thereon or attrubutable thereto. The above interest was conveyed into Assignor by that Assignment of Overriding Royalty dated February 24, 1993, between Phillips Petroleum Company and Blue Eagle Exploration.

Operations on said lands and the extent and duration thereof, as well as the perpetuation of such leases by payments, operations, or otherwise, shall, be solely at the will and descretion of Phillips Petroleum Company, its successors or assigns.

In the event the leases cover less than the entire mineral fee estate in and to any of the lands hereinafter described in Exhibit "A", such overriding royalty interest herein assigned and conveyed as to such lands shall be reduced to the proportion thereof which the mineral fee estate conveyed by such leases bears to the entire mineral fee estate.

It is expressly agreed that Phillips Petroleum Company, its successors and assigns, shall have the right to pool or unitize the lands and interests affected by the leases described in Exhibit "A", including the overriding royalty herein conveyed, without the joinder or consent of Assignee, its successors or assigns. In the event of production from any such pooled unit or from any unit created by a regulatory body having jurisdiction, the overriding royalty herein conveyed shall be computed on the proportionate part of the production from such pooled unit that is allocated to the property subject to said overriding royalty, and unless otherwise allocated by order of a regulatory body, the amount of such production to be so allocated from each unit shall be that proportion of such total production that the surface area of the property affected hereby and included within such unit bears to the total surface area of all lands within such unit.

This assignment and conveyance is made without warranty of title, express or implied, except as to conveyances or encumbrances by, through or under the undersigned.

TO HAVE AND TO HOLD the herein essigned properties and interests unto said Assignee, its heirs and assigns forever.

IN WITNESS WHEREOF, this instrument is executed this 26th day of April, 1993.

BLUE EAGLE EXPLORATION

Randy L Chamberlain

President

STATE OF COLORADO

COUNTY OF JEFFERSON

On this A day of And, 1993, before me, a Notary Public, personally appeared Randy L. Chamberlain, to me known to be the President of Blue Eagle Exploration, a corporation, and acknowledged to me that he executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

Notory Public

My commission expires

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	RICHARD R. SUTTON	USA-N-56213	USA-N-56212 RICHARD R. SUTTON	RICHARD R. SUTYON		WSA-N-56210 RICHARD R. SUTTON	USA-N-56208 RICHARD R. SUTTON USA-N-56209	LESSOR LESSEE
FIRST PAGE THIS COUNTY		11/01/92	11/01/92		26/10/11	77.017.92	11/01/92	NEVADA , COUNTY OF LINCOLN DATE OF LEASE RECORDING DATA
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USA-N-55939 RICHARD R. SUTTON	•	RICHARD R. SUTTON	RICHARD R. SUTTON	RICHARD R. SUTTON	USA-N-56215	USA-N-56214 Richard R. Sutton	LESSOR	STATE OF NEVADA
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