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Official Record
Recording requested By

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$46.00

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RPTT:

Recorded By: FES

Book- 520 Page- 0141



0218409

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Recording Requested by:

Area Petroleum, LLC
6029 W. Sage Fork Rd.
West Jordan, UT 84081

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF NEVADA)
) ss.
COUNTY OF EUREKA)

KNOWN ALL MEN BY THESE PRESENTS:

This Assignment of Overriding Royalty Interest ("Assignment") is made pursuant to that certain Second Amendment Letter as part of that certain unrecorded South Sulphur Springs ("SSS") Purchase Letter Agreement (the "Agreement") dated January 31, 2009 between Phoenix Oil & Gas, LLC, a Utah limited liability company ("POG") and Chamberlain Exploration Development and Research Stratigraphic Corporation, a Nevada corporation d/b/a Cedar Strat ("Cedar Strat"). Assignor owns a working interest in certain oil, gas and mineral leases (the "Leases") covering lands in Eureka County, Nevada (the "Lands"). The Leases and Lands are described on Exhibit "A" to this Assignment.

Pursuant to the Agreement and the subsequent Second Amendment Letter, Cedar Strat is entitled to an overriding royalty interest in the Lands, as described herein. Area Petroleum, LLC, a Utah limited liability company, the address of which is 5 Wanderwood Way, Sandy, Utah 84092 ("Area" or "Assignor") is assignee of all of the rights, interests, duties and obligations of POG under the Agreement. Additionally, Cedar Strat has assigned its rights to receive the overriding royalty interest in the Lands, as described herein, under the Agreement to Old Bandie, Corp. a Nevada Corporation, the address of which is 8883 W. Flamingo Rd. Suite 102 Las Vegas, Nevada 89147 ("Old Bandie" or "Assignee").

In furtherance of the foregoing and pursuant to the terms of the Agreement, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers, assigns and conveys to Assignee, an overriding royalty interest equal to 2.5% of 8/8ths in all of the oil, gas, and other hydrocarbon substances produced, saved, and marketed from the Lands and Leases (the "Override").

The Override hereby assigned to Assignee is subject to the following provisions:

1. The terms and provisions of the Leases, any amendments, corrections, additions, or modifications of the Leases made prior to or after the execution of this Assignment. Assignee agrees that future amendments, corrections, additions, or modifications of the Leases may be made without the consent or joinder of Assignee.
2. All applicable laws, rules, regulations and orders of appropriate governmental authorities and agencies having jurisdiction over the Lands and Leases.
3. The Override shall be free and clear of all costs and expense of exploration, drilling, development and operation, but except for and subject to its proportionate share of actual third party costs incurred for gathering, transportation and marketing.
4. Assignee is responsible for its proportionate share of severance, production severance, ad valorem and other similar taxes. No payments to the Override will be made or shall accrue on any oil, gas and casinghead gas or other hydrocarbon substances or minerals

used for operating, developing, or producing purposes on the Lands under the Leases, or in treating the products produced to make them marketable, or which are unavoidably lost. No payments shall be made to the Override on gas and casinghead gas used for recycling or repressuring operations that benefit the Leases.

5. All payments to the Override shall be made or delivered to Assignee in the same manner provided in the Leases for the payment of royalty to the lessors.
6. If (i) a Lease or Leases cover less than the entire mineral estate in the Lands, (ii) Assignor's working interest represents less than 100% of the leasehold estate in a part of all of the Lands, or (iii) for any reason title should fail as to all or part of the leasehold estate owned by Assignor, the Override assigned to Assignee shall be reduced proportionately as to the affected Lease and Lands.
7. In the event the primary term of any Lease is extended by the action of Assignor or Assignor's successors, assigns and/or legal representatives, then the Override shall remain a burden against the Leases as so extended.
8. By its written acknowledgement hereof, Cedar Strat hereby waives and disclaims any and all right, title or interest in and to any royalty interest in the Leases or the Lands, including without limitation, the Override conveyed by Assignor to Assignee hereunder or otherwise in connection with the terms of the Agreement or any amendment or modification thereof.

The terms and provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor, Assignee and Cedar Strat and to their respective successors and assigns.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor has executed and delivered this overriding royalty assignment to Assignee, the day and year first above written.

ASSIGNOR:

AREA PETROLEUM, LLC

By: Jonathan Baker
Jonathan Baker, Landman

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

This instrument was acknowledged before me this 8th day of August, 2011 by Jonathan Baker, as Landman for Area Petroleum, LLC.

WITNESS my hand and official seal

[Signature]
Notary Public, State of Utah

My commission expires: Oct 21/2013

(NOTARIAL SEAL)

ASSIGNEE:

OLD BANDIE, CORP.

By: R. D. Fritzler
R. D. Fritzler, President

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

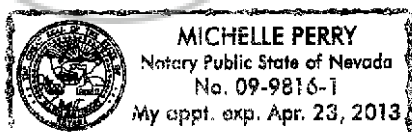
This instrument was acknowledged before me this 11th day of July, 2011 by R. D. Fritzler, as President for Old Bandie, Corp.

WITNESS my hand and official seal

[Signature]
Notary Public, State of Nevada

My commission expires: Apr. 23, 2013

(NOTARIAL SEAL)



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**CHAMBERLAIN EXPLORATION
DEVELOPMENT AND RESEARCH
STRATIGRAPHIC CORPORATION**

By

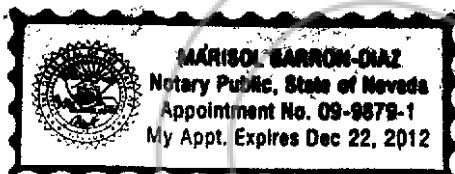
STATE OF NEVADA)
COUNTY OF CLARK) ss

WITNESS my hand and official seal

Maurice Bando-Diaz
Notary Public, State of Nevada

My commission expires: Dec 22, 12

(NOTARIAL SEAL)



**Exhibit "A" to an Assignment of Overriding Interest between
Old Bandie, Corp. and Area Petroleum, LLC**

Lease Alpha	Lease Number	County	Lessee	Lease Date	Description				Gross Acres
					TWP	RGE	MER	SEC	
NVN	82624	Eureka	Area Petroleum, LLC	1-Feb-07	21N	52E	MDM	01 PROT ALL 12 PROT ALL	1,339.00
NVN	82927	Eureka	Area Petroleum, LLC	1-Feb-07	21 N	52E	MDM	02 PROT ALL 03 PROT ALL 10 PROT ALL 11 PROT ALL	2,554.00
NVN	82926	Eureka	Area Petroleum, LLC	1-Feb-07	20N	52E	MDM	19 LOTS 1-4,N2NE,SWNE,E2W2,SE 20 SENE,SWNW,SW,E2SE,SW/SE 21 E2,N2NW,SWNW,SW	1,538.11
NVN	82925	Eureka	Area Petroleum, LLC	1-Feb-07	20N	52E	MDM	15 PROT ALL 16 SW,PROT N2,SE 17 NE,N2NW,SENE,E2SE 18 LOTS 1,3-4,N2NE,SENE,NENW	1,912.84
NVN	82924	Eureka	Area Petroleum, LLC	1-Feb-07	20N	52E	MDM	08 PROT ALL 09 PROT ALL	1,280.00
NVN	82907	Eureka	Area Petroleum, LLC	1-Feb-07	24N	51E	MDM	03 LOTS 1-4,S2N2,S2 04 LOTS 1-4,S2N2,S2	1,287.36
NVN	83812	Eureka	Area Petroleum, LLC	1-Sep-04	23N	52E	MDM	04 PROT ALL 05 PROT LOTS 3-4,S2NW,E2,SW 08 PROT ALL 09 PROT ALL 16 PROT ALL 17 PROT ALL	5,195.20
					24N	52E	MDM	32 PROT ALL 33 PROT ALL	
NVN	83813	Eureka	Area Petroleum, LLC	1-Sep-04	24N	52E	MDM	04 PROT ALL 09 PROT ALL 16 PROT ALL 20 PROT ALL 21 PROT ALL 28 PROT ALL 29 PROT ALL	4,457.00
NVN	83818	Eureka	Area Petroleum, LLC	1-Feb-07	24N	51E	MDM	09 ALL 16 NE, PROT W2,SE	1,254.00
NVN	83819	Eureka	Area Petroleum, LLC	1-Feb-07	24N	51E	MDM	33 PROT ALL	672.00
NVN	83820	Eureka	Area Petroleum, LLC	1-Feb-07	21N	52E	MDM	04 PROT ALL 09 PROT ALL	1,275.00
NVN	83821	Eureka	Area Petroleum, LLC	1-Feb-07	21N	52E	MDM	16 PROT ALL	640.00
NVN	83809	Eureka	Area Petroleum, LLC	1-Sep-04	22N	52E	MDM	09 ALL 10 ALL 15 ALL 16 ALL	2,560.00
NVN	83811	Eureka	Area Petroleum, LLC	1-Sep-04	22N	52E	MDM	03 LOTS 1-4,S2N2,S2 04 LOTS 1-4,S2N2,S2	5,075.29
					23N	52E	MDM	20 PROT ALL 21 PROT ALL 28 PROT ALL 29 PROT ALL 32 SW, PROT N2,SE 33 PROT	



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Lease Alpha	Lease Number	County	Lessee	Lease Date	Description				Gross Acres
					TWP	RGE	MER	SEC	
NVN	83808	Eureka	Area Petroleum, LLC	1-Sep-04	21 1/2N	52E	MDM	02 LOTS 1-12,N2 03 LOTS 1-12,N2 04 LOTS 1-12,N2	4,008.64
					22N	52E	MDM	33 ALL 34 ALL 35 ALL	
NVN	83810	Eureka	Area Petroleum, LLC	1-Oct-04	22N	52E	MDM	21 ALL 22 ALL 23 ALL 26 ALL 27 ALL	3,840.00
								28 ALL	
NVN	86683	Eureka	Area Petroleum, LLC	1-Mar-09	25N	51E	MDM	25 ALL 35 NE,SE,NW,SW,W2SE,SESE 36 N2N2,SENE,SWSW,SWSE	1,400.00
NVN	85929	Eureka	Area Petroleum, LLC	1-Nov-08	23N	52E	MDM	26 PROT W2 27 PROT ALL 34 PROT ALL 35 PROT W2	1,937.00
NVN	85930	Eureka	Area Petroleum, LLC	1-Nov-08	25N	52E	MDM	01 PROT ALL 02 PROT ALL 10 PROT E2 11 PROT ALL	2,257.00
								12 PROT ALL 13 PROT ALL 14 PROT ALL 15 PROT ALL	
NVN	85931	Eureka	Area Petroleum, LLC	1-Nov-08	25N	52E	MDM	22 PROT ALL 23 PROT ALL 24 PROT ALL	1,888.00
								26 PROT N2 27 PROT ALL 28 PROT S2 33 PROT ALL 34 PROT ALL	
NVN	81749	Eureka	Area Petroleum, LLC	1-Apr-06	25N	52E	MDM	10 PROT W2 25 PROT ALL 26 PROT S2 28 PROT N2 35 PROT ALL	2,782.00
								36 PROT ALL	
NVN	79035	Eureka	Area Petroleum, LLC	1-Feb-05	24N	52E	MDM	15 PROT ALL 22 PROT ALL 23 PROT W2 26 PROT W2 27 PROT ALL	3,521.44
								34 SE 34 PROT N2,SW 35 PROT NW 35 LOTS 3-6	
NVN	79040	Eureka	Area Petroleum, LLC	1-Feb-05	24N	52E	MDM	02 PROT ALL 03 PROT ALL 10 PROT ALL 11 SE 11 PROT N2,SW	2,612.00



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Old Bandie, Corp. and Area Petroleum, LLC**

Lease Alpha	Lease Number	County	Lessee	Lease Date	Description				Gross Acres
					TWP	RGE	MER	SEC	
NVN	79041	Eureka	Area Petroleum, LLC	1-Feb-05	23N	52E	MDM	02 PROT W2 03 PROT ALL 10 PROT ALL 11 PROT W2 14 PROT W2	3,911.00
								15 PROT ALL 22 PROT ALL 23 W2	
NVN	89124	Eureka	Area Petroleum, LLC	1-Oct-10	21N	52E	MDM	21 PROT ALL 28 PROT ALL	1,280.00

