

001831

ASSIGNMENT

THIS ASSIGNMENT, is made this 15 of January, 2004, by and between **FAWKES EXPLORATION, LLC**, a limited liability company organized under the laws of the Commonwealth of Pennsylvania, with address at 600 Market Street, Warren, Pennsylvania 16365, hereinafter referred to as "ASSIGNOR,"

AND

GEORGE BASCH, an adult individual with address at 1197 East Oak Street, Phoenix, Arizona 85006, hereinafter referred to as "ASSIGNEE."

WHEREAS, the Assignor has entered into an Agreement with Shaboom Oil, Inc. whereby (providing that certain contingencies are met) the Assignor will receive a working interest with respect to the undrilled acreage (as that term is defined in said Agreement between Fawkes Exploration and Shaboom Oil, Inc.) portion of the property described on Exhibit "A" attached hereto; and

WHEREAS, the Assignor desires to assign unto the Assignee an overriding royalty interest free of all costs of development and operation with respect to said undrilled acreage portion of the property in exchange for services to be performed by Assignee for Assignor.

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, receipt of which is hereby acknowledged by the Assignor, together with other good and valuable consideration, the Assignor does assign unto the Assignee an overriding royalty interest equivalent to 0.025 of the 100% interest in and to the oil and gas located on the undrilled acreage portion of the property described on Exhibit "A", or alternatively described as .02857 of the 87.5% working interest obtained by Assignor

under the aforesaid terms of the Agreement between Assignor and Shaboom Oil, Inc. The interest hereby assigned is and shall be understood to be an overriding royalty interest free and clear of all costs of production and operation, excepting taxes applicable to said interest and the production therefrom. The interest hereby assigned is subject to the terms and conditions of the aforesaid Agreement between Assignor and Shaboom Oil, Inc., and applies only to the undrilled acreage portion of the premises described on Exhibit "A" as the term "undrilled acreage" is defined in the aforesaid Agreement between Assignor and Shaboom Oil, Inc. This Assignment is contingent upon the Assignor's receipt of the working interest from Shaboom as above-described.


The interest hereby assigned shall inure to the benefit of the Assignee, his heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment the day and year first above written.

ASSIGNOR
FAWKES EXPLORATION, LLC


BY: ARTHUR J. STEWART, MEMBER

ASSIGNEE


GEORGE BASCH (SEAL)