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	ASSIGNMENT OF REC LEASE FOR OIL AND GAS	ORD TITLE INTERES	T IN A	Lease Serial No N-53088	
•	Mineral Leasing Act of Act for Acquired Lands	1920 (30 U.S.C. 181 et sis of 1947 (30 U.S.C. 351-35) of 1970 (30 U.S.C. 1001-3	eq.) 159) 025)	Lease Effective (Anniversary Da 7-1-90	
	Type or print plain	ly in ink and sign in	ink.		
		ASSIGNMENT			
1. Assignee* Street City, State, ZIP Code	Apollo Smith Explora 1125 - 17th Street, Denver, CO 80202	ation Suite 2360			
separate attached sheet of pa This record title assignment Interest conveyed: (Check or  2. This assignment conveys the	is for: (Check one) XXOil and Gas in or both, as appropriate) XXRecor	rd Title.	yalty, payment ou syments ent of Interest	Per	other similar
Additional space on reverse, if need this form; such documents or agree	led. Do not submit documents or agreement ments shall only be referenced herein.	ta other than Owned	Conveyed Retain		ar Interests Previously
					reserved or conveyed
See Exhibit "A" A	ttached hereto and made	a part hereof.	<u> </u>		
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	United	DO NOT WRITE BELOW T STATES C: ****FRICA			
This assignment is approved equitable title to this lease.	solely for administrative purposes. A	Approval does not warrate	that either party	r to this sasignme	nt holds legal o
Assignment approved for a		_			
	bove described lands;	•	proved for attache		
Assignment approved effective		☐ Assignment ap  ☐ Assignment ap  of this form.	•		on reverse

(Authorized Officer)

(Title)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if

## PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights apecified above.
- Assigned certifies as follows: (a) Assigned is a citizen of the United States; an association of such citizens; a manicipality; or a corporation organized under the laws of the United States or of t
- 3. Assignce's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (%) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Name of Assignor as shown on current laws A. G. Andrikopoulos  Resolute Spe Trees  or William R. Scribnignature ice President  Attorney in fact  (Signature)	April 19 95 Apollo Smith Exploration by Conley P. Smith Operating Company, Partner, Conley P. Smith,  Assignee (Signature)  Attorney-in-fact (Signature)
P. O. Box 788 (Assignar's Address)	

BCCK 114 MEE 95 Chevenne, WY 82003-0788 (State) (Zip Code)

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction

A (Continued). ADDITE needed.	INAL SPACE IOF NA	THE PARKS MANUFACTOR OF REPORTUTION A		T. Of the Care are activities in metal trans at an	ĺ
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County of San J		/			
		Land boto	this 29th da	ov of March, 1995 by	
The foregoing i	nstrument Wa . Senior Vic	e President of Giar	it Exploration & Pr	y of March, 1995 by oduction Company.	
John O. Gongara	,		00000	Encladent	
My commission e			Reliecca A. Endsley,	Notary Public	
August 11,	1997			/ /	
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Part A (Continued). ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if PART B: CERTIFICATION AND REQUEST FOR APPROVAL 1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignoe(s) the rights specified above. Assigned certifies as follows: (a) Assigned is a citizen of the United States; an association of such citizens: a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-4 leases, assigned is a critizen, national, or resident alien of the United States or of the United States or of any State or territory thereof. For the assignment of NPR-4 leases, assigned is not considered a minor under the laws of the sacce association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assigned is not considered a minor under the laws of the State association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assigned is not considered a minor under the laws of the State association of such citizens, nationals, or esident alien or under the laws of the State association of such citizens, nationals, or esident alien or under the laws of the State association of such citizens, nationals, or esident alien of the United States or of the State is considered a minor under the laws of the State association of such citizens, nationals, or esident alien or under the laws of the State association of such citizens, nationals, or esident alien or under the laws of the State or of the State is not in order to such citizens, nationals, or esident alien or under the laws of the State or of the State or of the state or order or esident alien or under the laws of the State or of the state or order or esident alien or under the laws of the State or of the State or of the State or order or esident alien or esident alien or decision or esident alien or decision or esident alien or esident alien or esident alien or esident alien or decision or esident alien or esident alien of the United States and the States or order or esident alien or esident alien or esident alien of the United States and the States or order or esident alien of the United States or order or esident alien 3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. For geothermal assignments, an overriding royalty may not be less than one-fourth (%) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241). \_\_\_\_ I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith. \_ day of \_\_April Executed this \_ APOLLO SMITH EXPLORATION BY CONLEY P. SMITH OPERATING COMPANY, PARTNER, CONLEY P. SMITH, PRESIDENT or (Signature) Amorney-in-fact \_\_\_ (Signature) P. O. Box 1889 (Assignor's Address) 82003-1889 WY Cheyenne (Zip Code) (State) (City) Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the Ur statements or representations as to any matter within its jurisdiction.

Part A (Continued). ADDITIONAL SPACE for Names and addresses of additional assignces in Item No. 1, if needed, or for Land Description in Item No. 2, if PART B: CERTIFICATION AND REQUEST FOR APPROVAL 1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above. Assigned certifies as owner or an inserted in the above designated lease man nezune hereby assigned in above assigned; the rights specified above. Assigned certifies as follows: (a) Assignee is a crizen of the United States; an association of such citizens; as manicipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A lenses, assigned is a citizen, national, or resident aliens of the United States or association of such citizens, national, resident aliens or private, public or musicipal corporations, (b) Assignee is not considered a minor under the laws of the State which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or sequired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas lesses in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in this is an oil and gas lesse issued in accordance with the Mineral Lessing Act of 1920 or 51,200 acres in any one State if this it a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Lessing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Lessing Act; 3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stigntations and restrictions pertaining to the lease described herein. For geothermal assignments, an overriding royalty may not be less than one-fourth (%) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding toyalties (43 CFR 3241). I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith. 15th day of March April .15ch \_ day of ... APOLLO SMITH EXPLORATION BY CONLEY P. SMITH OPERATING COMPANY PARTNER, CONLEY P. SMITH, PRESIDENT Name of Assignor as shown on current lease Norman H. Foster (Signature) or Attorney-in-fact (Signature) (Signature) ...1625 Broadway, Suite 530 (Assypor's Address) Denver, CO 80202 BOCK 114 PAGE 98 (City) (State) (Zip Code) amena**ra**na arraman arra

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

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1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignoce(s) the rights specified above.  2. Assignor certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens, national, or resident alien of the United States of the United States of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States of association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's horizontal lease, in the same state, or 300,000 acres in oil and gas lease is such in accordance with the Bands covered by the same states of the State of 300,000 acres in oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in oil oil of assignment are otherwise in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; (a) Assignee is not it violation of sec. 41 of the Mineral Leasing Act of 19 Assignee is not it violation of sec. 41 of the Mineral Leasing Act.  3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein For geothermal assignments, an overriding royality, may not be less than one-fourth (4) of one percent of the value of output, nor greater than 50 percent of the rate of royally due to the United States when this assignment as added to all previously created overriding royality and the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.  Executed this 15th day of March 19	Part A (Continued). ADDIT needed.	ONAL SPACE for Names and a	aldresses of additional usua	gnees in Hern No. 1, if need	led, or for Land Description	m Item No. 2, if
1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignoce(s) the rights specified above.  2. Assignor certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens, national, or resident alien of the United States of the United States of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States of association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's horizontal lease, in the same state, or 300,000 acres in oil and gas lease is such in accordance with the Bands covered by the same states of the State of 300,000 acres in oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in oil oil of assignment are otherwise in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; (a) Assignee is not it violation of sec. 41 of the Mineral Leasing Act of 19 Assignee is not it violation of sec. 41 of the Mineral Leasing Act.  3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein For geothermal assignments, an overriding royality, may not be less than one-fourth (4) of one percent of the value of output, nor greater than 50 percent of the rate of royally due to the United States when this assignment as added to all previously created overriding royality and the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.  Executed this 15th day of March 19						
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of the United States or of any State or territory thereof. For the assignment of NPRA cleases, assignee is a citizen, hasional, or resident alien of the United States or association of such critizens, nationals, resident aliens or private, public or manicipal corporations, (b) Assignee is not considered a minor under the laws of the Stat in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not excee 200,000 acres in any one State if this is an oil and gas lease issued in a coordance with the Mineral Leasing Act of 1920 or 51,200 cares in any one State if this is a goothermal lease; (d) Al parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Act; (e) Assignee in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; (e) Assignee is not invibition of sec. 41 of the Mineral Leasing Act.  3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described hereins.  For geothermal assignments, an overriding royality may not be less than one-fourth (%) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalities (43 CFR 3241).  1 certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.  1 certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.  2 Signature)  1 certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.  2 Signature)  3 Assignee's Suffer of		No. 76.		7 7		
Executed this 15th day of March 19 95  Name of Assignor as shown on current lease M. S. Johnson OPERATING COMPANY, PARTNER, CONLEY P. SMITH OPERATING COMPANY, PARTNER, CONLEY P. SMITH, PRESIDENT  Assignor (Signature)  Autorney-in-fact (Signature)  518-17th Street, Suite 520 (Assignor's Address)	of the United States or of association of such citizes in which the lands covered 200,000 acres in oil and jin Alaska, if this is an oil parties holding an interest in compliance with rectanticulation of sec. 41 of the 3. Assignce's signature to the For geothermal assignments, a	any State of territory thereof. Fig., nationals, resident allens or pit by this assignment are located; (c) gas options or 246,080 in oil and and gas lease issued in accordance in the assignment are otherwise nation requirements for all Federal Mineral Leasing Act.  als assignment constitutes acceptation overriding royally may not be let	or the assignment of NPR rivate, public or manicipal c) Assigned's chargeable in gas leases in the same State e with the Mineral Leasing in compliance with the re- al oil and gas lease holding nice of all applicable terms ess than one-fourth (%) of o	A leases, assignce is a citize corporations, (b) Assignce in terests, direct and indirect, in a, or 300,000 acres in leases at 61 1920 or 51,200 acres gulations (43 CFR Group 31 to 5 as required by sec. 17(g) c, conditions, stipulations and one percent of the value of our	en, national, or resident alier is not considered a minor un- either public domais or acqui- and 200,000 acres in option is in any one State if this is a 100 or 3200) and the authoriz- of the Mineral Leasing Act; a i-restrictions pertaining to the sput, nor greater than 50 perce	n of the United States or der the laws of the State irred lands, do not exceed in each leasing District good of the Control of the lang Acts; (e) Assignee; is und (f) Assignee is not in the lease described herein.
Name of Assignor as shown on current lease M. S. Johnson  Assignor or (Signature)  Autorney-in-fact  (Signature)  APOLLO SMITH EXPLORATION BY CONLEY P. SMITH OPERATING COMPANY, PARTNER, CONLEY P. SMITH,  PRESIDENT  Assignee or (Signature)  Attorney-in-fact (Signature)  (Signature)  Attorney-in-fact (Signature)	I certify that the statements n	nade herein by me are mue, comp	Diete, and correct to the be	est of my knowledge and bel	ief and are made in good fai	ith.
Assigner (Signature)  Attorney-in-fact (Signature)  Attorney-in-fact (Signature)  Attorney-in-fact (Signature)  Attorney-in-fact (Signature)  Attorney-in-fact (Signature)		on current tease M. S. Joh	nson	APOLLO SMITH EX	PLORATION BY CON	LEY P. SMITH LEY P. SMITH,
Attorney-in-fact (Signature)  518- 17th Street, Suite 520 (Assignor's Address)	•	(Signure)	<del></del>		" Druke	
(Assignor's Address)	No.	(Signature)	! 	<del></del>	(Signature)	
Paris 20 0000	518- 17th Street				-	
		)2	(Zip Code)		BOOK 114 PAGE	99

STATE OF COLORADO CITY & COUNTY OF DENVER)

Before me, the undersigned, a Notary Public within and for said County and State, on this 15th day of March, 1995, personally appeared William R. Scribner, to me known to be the identical person who executed the within and foregoing instrument as Vice President of A. G. Andrikopoulos Resources, Inc., a Wyoming Corporation, and duly acknowledged to me that he executed the same as his free and voluntary act and deed for the uses, purposes, and consideration therein expressed and set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires: March 31, 1996

OFCOV

Notary Public

Address:

Printed Name: Brenda Lee Perkins 1700 Broadway, Suite 1500 Denver, Colorado 80290



Before me, the undersigned, a Notary Public within and for said County and State, on this 15th day of March, 1995, personally appeared Spiro G. Vassilopoulos, to me known to be the identical person who executed the within and foregoing instrument Individually, and duly acknowledged to me that he executed the same as his free and voluntary act and deed for the uses, purposes, and consideration therein expressed and set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires: March 31, 1996

Notary Public<sup>L</sup>

Address:

Printed Name: Brenda Lee Perkins

1700 Broadway, Suite 1500

Denver, Colorado 80290

STATE OF COLORADO CITY & COUNTY OF DENVER)

Before me, the undersigned, a Notary Public within and for said County and State, on this 15th day of March, 1995, personally appeared Norman H. Foster, to me known to be the identical person who executed the within and foregoing instrument individually, and duly acknowledged to me that he executed the same as his free and voluntary act and deed for the uses, purposes, and consideration therein expressed and set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires: March 31, 1996



Notary Public

Printed Name: Brenda Lee Perkins

Address:

1700 Broadway, Suite 1500

Denver, Colorado 80290

STATE OF COLORADO

CITY & COUNTY OF DENVER)

Before me, the undersigned, a Notary Public within and for said County and State, on this 15th day of March, 1995, personally appeared M. S. Johnson, to me known to be the identical person who executed the within and foregoing instrument individually, and duly acknowledged to me that he executed the same as his free and voluntary act and deed for the uses, purposes, and consideration therein expressed and set forth.

Given under my hand and seal of office the day and year last above writte

My Commission Expires: March 31, 1996



Notary Public

Printed Name:

Address:

Brenda Lee Perkins 1700 Broadway, Suite 1500

Denver, Colorado 80290

	\	TO ASSIGNMEN	TO ASSIGNMENT OF RECORD TITLE	TITLE				•
	à ₹	DATED MARCH 14, 1995 BY AND BETWEEN A. G. ANDRIKOPOULOS RESOURCES, INC., ET AL, AND APOLLO SMITH EXPLORATION	) MARCH 14, 1995 BY AND BETI KOPOULOS RESOURCES, INC., APOLLO SMITH EXPLORATION	BETWEEN NC., ET AL, AV 10N	ð			
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