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m 3000-3	UNITE	ED STATES			FORM AP	PROVED
t 1965)	DEPARTMENT	OF THE INTERIOR		. E	OMB NO.	1004-0034
	ASSIGNMENT OF REC LEASE FOR OIL AND GAS			CES N-	ase Serial No -53954	
	Mineral Leasing Act of			(A	ase Effective nniversary D	
	Act for Acquired Lands Geothermal Steam Act of	f 1970 (30 U.S.C. 100)	-1025)	I N	1-91 w Serial No.	
	Department of the Interior Appropriate	ons Act, Fiscal Year 19	981 (42 U.S.)	C. 6508)		
	Type or print plain	y in ink and sign	n Ink.			
	PART A:	ASSIGNMENT	V			
Assignee* Street City, State, ZIP Code	Apollo Smith Explorate 1125 - 17th Street, Spenyer, CO 80202		<			
Interest conveyed: (C	nument is for: (Check one) XX Oil and Gas L. Theck one or both, as appropriate) XKRecord reys the following interest:	Title, Overriding interests or	Royalty, pay payments			
ditional space on reverse,	Land Description if needed. Do not submit documents or agreements		Conveyed	rest Retained	Overridi	cent of ing Royalty
	r agroements shall only be referenced herein.				Reserved	ar Interests Previously reserved
	/ /	ь	6	٥	c	or conveyed
See Exhibit "A	A" Attached hereto and made a	part hereof.				
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ds assignment is appropriately to the total	oved solely for administrative purposes. Ap-	ATES OF AMERICA		r party to th	is Assignmen	t bolds legal
uitable title to this les	UNITED ST. oved solely for administrative purposes. App	ATES OF AMERICA	nt that eithe			t bolds legal
ultable title to this les Assignment approved	UNITED ST. oved solely for administrative purposes. Apparent of the solely for administrative purposes. Apparent for above described lands;	ATES OF AMERICA proval does not warrai	nt that either	attached land	description on indicated	On reverse
quitable title to this les	UNITED ST. oved solely for administrative purposes. Apparent of the solely for administrative purposes. Apparent for above described lands;	ATES OF AMERICA proval does not warrau Assignment a	nt that either	attached land	description on indicated of PAGE 13	On reverse

Part A (Continued) ADDITIONAL SPACE for Names and addresses of additional meeded.	al assignces in Item No. 1, if needed, or for Land Description in Item No. 2, if
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PART B: CERTIFICATION A	ND REQUEST FOR APPROVAL
of the United States or of any State or territory thereof. For the assignment of	association of such citizens; a municipality; or a corporation organized under the law NPR-A leases, assignee is a citizen, national, or resident alien of the United States (incipal corporations, (b) Assignee is not considered a minor under the laws of the Sta
in which the lands covered by this assignment are located; (c) Assignee's charges 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the sam in Alaska, if this is an oil and gas lease issued in accordance with the Mineral L parties holding an innerest in the assignment are otherwise in compliance with in compliance with reclamation requirements for all Federal oil and gas lease a violation of sec. 41 of the Mineral Leasing Act. 3 Assignee's signature to this assignment constitutes acceptance of all applicable. For geothermal assignments, an overriding royally may not be less than one-fourth (1 due to the United States when this assignment is added to all previously created on	he State, or 300,000 acres in leases and 200,000 acres in options in each leasing Distri- easing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) A the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not a terms, conditions, stipulations and restrictions pertaining to the lease described herein (4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty
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needed.	Names and addresses of additional assignces to tiem No. 1. if needed, or for Land Description in Item No. 2, if
State of New Mexico)	
)S: County of San Juan)	s /
The foregoing instrument wa	as acknowledged before me this 29th day of March, 1995 by
	ce President of Giant Exploration & Production Company.
My commission expires: August 11, 1997	Rebecca A. Endsley, Notary Public
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PART B	THE PARTY OF A PROPERTY OF A P
Assignee certifies as follows: (a) Assignee is a	n the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above, citizen of the United States; an association of such citizens, a municipality; or a corporation organized under the
association of such citizens, nationals, resident	aliens of private, public or municipal correspondence is a culton, national, or resident alien of the United Sta
200,000 acres in oil and gas options or 246,080	e foculed; (c) Assigned a chargeable interests, direct and indirect, in either public domain or acquired lands, do not e
	a accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; (a) otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assign all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is
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	tes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described he ay not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of ro
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other other with this assignment is at	ded to all previously created overriding royalties (43 CFR 3241).
	ded to all previously created overriding royalities (43 CFR 3241). true, complete, and correct to the best of my knowledge and belief and are made in good faith.
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	true, complete, and correct to the best of my knowledge and belief and are made in good faith. th 19 95 Executed this 15th day of April 1 19 95
certify that the sustements made herein by me are	true, complete, and correct to the best of my knowledge and belief and are made in good faith. th
certify that the statements made herein by me are accusted that 29 day of Marco day of Assignor as shown on current lease. Glassignor	true, complete, and correct to the best of my knowledge and belief and are made in good faith. th 19 95 Executed this 15th day of April 19 95 APOLLO SMITH EXPLORATION by CONLEY P. SMITH Exploration and Production Company OPERATING COMPANY, PARTNE Please type or print Applicate type or print Applicate type or print
certify that the statements made herein by me are accuted that 29 day of Marcolance of Assignor as shown on current lease. Glassignor John C. Corbett, (Signature)	true, complete, and correct to the best of my knowledge and belief and are made in good faith. th . 19 95
certify that the statements made herein by me are accusted that 29 day of Marco day of Assignor as shown on current lease. Glassignor	true, complete, and correct to the best of my knowledge and belief and are made in good faith. th 19 95
certify that the sustements made herein by me are zecuted thus 29 day of Marco laine of Assignor as shown on current lease Glassignor John C. Corbett, (Signature Signature Sign	true, complete, and correct to the best of my knowledge and belief and are made in good faith. th
certify that the statements made herein by me are zecuted that 2 day of Marc day of Assignor as shown on current lease G12 ssignor John C. Corbett, (Signature Signature Signature Signature P. O. Box 2810	true, complete, and correct to the best of my knowledge and belief and are made in good faith. th

Part A (Continued). ADDITIONAL SPACE for Names and addresses of additional assignces in term No. 1, it 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. Assignee certifies as follows: (a) Assignee 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-A leases, assignee is a citizen, national, or resident alten of the United States or association of such citizens, nationals, resident altens 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 chargeable interest, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options to 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Ataska, if this is an oil and gas lease issued in accordance with the Minoral Leasing Act of 1920 acres in any one State if this is a goothermal 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; (c) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as received to the Mineral Leasing Act, and (f) Assignee is not in 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 royalty 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 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. 15th March _ day of Apr 11_ Executed this _ 15th APOLLO SMITH EXPLORATION by CONLEY P. SMITH OPERATING COMPANY, PARTNER, CONLEY P. SMITH, Spiro G. Vassilopoulos ease type or PRESIDENT Smith Attorney-in-fact (Signature) (Signature) P. O. Box 1889 (Assignor's Address) Cheyenne 82003-1889 WY (City) (State) (Zip Code)

Title IB 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, fictitipus op-fraudulent statements or representations as to any matter within its jurisdiction.

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rt A (Continued): ADDITIONAL SE needed.	PACE for Names and addresses of m	uditional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if
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	an interest in the above designated i	ON AND REQUEST FOR APPROVAL lease that be/she hereby assigns so the above assignee(s) the rights specified above.
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Assignee certifies as follows: (a) A of the United States or of any State association of such citizens, astion in which the lands covered by this a 200,000 acres in oil and gas option in Alaska, if this is an oil and gas between the state of the state	an interest in the above designated by Assignee is a citizen of the United State or territory thereof. For the assign als, resident aliens or private, public assignment are located; (c) Assignee's assignment are located; (c) Assignee's assignment are otherwise in compliant of the Massignment are otherwise in compliant quirements for all Federal oil and gas I Leasing Act. It is a supply to the state of th	lease that he/she hereby assigns to the above assignee(s) the rights specified above. Inter: an association of such citazens: a municipality; or a corporation organized under the intent of NPR-A leases, assignee is a critzen, national, or resident alies of the United State or municipal corporations, (b) Assignee is not considered a minor under the laws of the chargeable interests, direct and indirect, in either public domain or acquired lands, do not eithe same State, or 300,000 acres in leases and 200,000 acres in options in each leasing Ditureral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (c) with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (c) Assignee is the lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is to plicable terms, conditions, stipulations and restrictions pertaining to the lease described he fourth (%) of one percent of the value of output, nor greater than 50 percent of the rate of rogeated overriding royalties (43 CFR 3241). Treet to the best of my knowledge and belief and are made in good faith. Executed this 15th day of April 1, 19 95 APOLLO SMITH EXPLORATION by CONLEY P. SMI
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2. Assignee certifies as follows: (a) A of the United States or of any State association of such citizens, astion in which the lands covered by this a 200,000 acres in oil and gas option in Alisaka, if this is an oil and gas is parties holding an interest in the st in compliance with reclamstion required to one of acc. 41 of the Mineral Assignee's signature to this assignation to the United States when this assignation to the United States when this assignation of the United States when the assignation of the United States when	Assignce is a citizen of the United State or territory thereof. For the assignate, resident aliens or private, public assignment are located; (c) Assignce's assignment are located; (c) Assignce's assignment are located; (c) Assignce's assignment are observation of and male leases assignment are otherwise in compliance quirements for all Federal oil and gas il Leasing Act. Ament constitutes acceptance of all applications of the constitutes of the con	lease that he/she hereby assigns to the above assignee(s) the rights specified above. Intest; an association of such cinzens; a municipality; or a corporation organized under the intent of NPR-A leases, assignee is a critizen, national, or resident alien of the United State or municipal corporations. (b) Assignee is not considered a minor under the laws of the correct chargeable interests, direct and indirect, in either public domain or acquired lands, do not as the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing Distincted Leasing Act or 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) ewith the regulations (43 CFR Group 3100 or 3200) and the subtrikting Acts; (e) Assignee is the wint the regulations (43 CFR 710g) of the Mineral Leasing Act; and (f) Assignee is no plicable terms, conditions, stipulations and restrictions pertaining to the lease described her fourth (14) of one percent of the value of output, nor greater than 50 percent of the rate of roy rested overrading royalities (43 CFR 3241). Treet to the best of my knowledge and belief and are made in good faith. Executed this 15th

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Part A (Continued). ADDITIONAL SPAC	CE for Names and addresses	of additional assignees	s in Item No. 1, if needed	, or for Land Description in	i liem No. 2, if
-	PART B: CERTIFIC	ATION AND RE	QUEST FOR APPR	ROVAL	
The assignor certifies as owner of an Assignoe certifies as follows: (a) Ass	n interest in the above design	nated lease that he/she	hereby assigns to the above	ve assignee(s) the rights spec	rified shave.
Assignee certifies as follows: (a) Assort the United States or of any State association of such citizens, nationals in which the lands covered by this ass 200,000 acres in oil and gas options in Alaska, if this is an oil and gas leaparties holding an inserest in the assi in compliance with reclamation requiviolation of sec. 41 of the Mineral I 3. Assignee's signature to this assignment of the United States when this assign leading to the United States when this assign.	or terratory thereor. For the is, resident aliena or private, isgnment are located; (c) Aasi or 246,080 in oil and gas let ase issued in accordance with ignment are otherwise in con irrements for all Federal oil a Leasing Act. ent constitutes acceptance of ing royally may not be less that jament is added to all previous	sugments to travel- public or municipal co- ignee's chargeable internances in the same State. In the Mineral Leasing A Impliance with the regul- and gas lease holdings a f all applicable terms, c an one-fourth (%) of one susty created overriding	orporations, (b) Assignce is ests, direct and indirect, in or 300,000 acres in leases of 1920 or 51,200 acres ations (43 CFR Group 310 as required by sec. 17(g) of onditions, stipulations and percent of the value of out royalties (43 CFR 3241).	s not considered a minor un either public domain or scop and 200,000 acres in option in any one State if this is a 30 or 3200) and the authoriz if the Mineral Leasing Act; a restrictions pertaining to the tput, nor greater than 50 perc	der the laws of the Statiered lands, do not exceed a in each leasing District geothermal lease; (d) A ing Acts; (e) Assigner is not in a lease described herein term of the rate of royalty
	7		ecuted this 15th APOLLO SMITH EX	day of April KPLORATION by CO ANY, PARTNER, CO	NLEY P. SMITH NLEY P. SMITH
Name of Assignor as shown on current	lease M. S. Johnson		OPERALING COMPA	D.A.:H	PRESIDENT
Assignor	(Significe)	4 ~	or	(Signature)	
or Attorney-in-fact	(Signature)	At	torney-in-fact	(Signature)	
518- 17th Street. Sul	te 520			- ·	
(Assignor Denver, CO 80202 (City)	r's Address)	p Code)			,
Title 18 U.S.C. Sec. 1001 makes it a crassial ements or representations as to any	me for any person knowingly matter within its jurisdiction	and willfully to make &	n any Department or agence	y of the United Statesburg (4	se, fictitions or Maudule PAGE 144

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



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 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

Printed Name: Brenda Lee Perkins

Arkiress

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 written

My Commission Expires:

March 31, 1996

OF CON

Notary Public /

Printed Name: Brenda Lee Perkins

Address:

1700 Broadway, Suite 1500

Denver, Colorado 80290

		EX	EXHIBIT "A"	Į.				
	¥Q	TO ASSIGNMENT OF RECORD TITLE DATED MARCH 14, 1995 BY AND BETWEEN	TO ASSIGNMENT OF RECORD THEE TED MARCH 14, 1995 BY AND BETWE) IIILE BETWEEN				
	A G. ANI	A. G. ANDRIKOPOULOS RESOURCES, INC., ET AL, AND APOLLO SMITH EXPLORATION	KOPOULOS RESOURCES, INC., APOLLO SMITH EXPLORATION	NC, ET AL, AV	9			
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	NORMAN H FOSTER	10.6666%	10.6666%	NON	200	NON		
	M. S. JOHNSON	8.0000%	8.0000%	NON	7,5%	NONE		
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Conle	y P. Smith
June	9, 1995
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