

134139

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF RECORD TITLE INTEREST IN A
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee
Hixon Development Company
P. O. Box 2810
Farmingington, NM 87499

*If more than one assignee, check here and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: (Check one) Oil and Gas Lease, or Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) Record Title, Overriding Royalty, payment out of production or other similar interest or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest				Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.
	Owned	Conveyed	Retained	Percent of Overriding Royalty or Similar Interests	
State: Nevada; County: Eureka T. 20 N., R. 54 E., Mount Diablo Meridian Sec. 5: Lots 1 thru 4, S1N1, E1SW1, W1SE1 SE1SE1 Sec. 6: Lots 1 thru 7, SE1NW1, S1NE1, E1SW1, SE1 (A11) Sec. 7: Lots 1 thru 4, E1W1, E1 (A11) Sec. 8: All	50%	30%	20%	5% of 100%	2.5% of 100%
Total Area: 2424.56 acres, more or less					

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

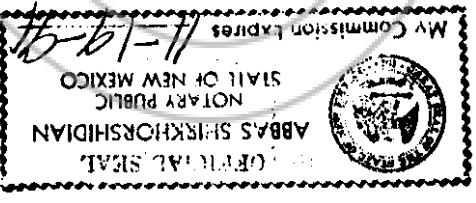
This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.
 Assignment approved for above described lands;
SEP 1 - 1990
Assignment approved effective

By [Signature]
(Authorized Officer)

Assignment approved for attached land description
 Assignment approved for land description indicated on reverse of this form.
Chief, Minerals Section
SEP 20 1990
BOOK 215 PAGE 523
(Date)

REASSIGNMENT PROVISIONS

If the Assignee, its successors or assigns, should, at any time, desire to relinquish said oil and gas lease as to all, or any portion of the above-described lands, Assignee, its successors or assigns, shall tender to Assignor only and without additional burdens, a reassignment of said lease as to the lands sought to be relinquished to the Assignor at least ninety (90) days prior to the time for the payment of the next annual rental under the terms of said lease or extension or renewal thereof, in the event the same may be extended or renewed. In such event, the Assignor shall accept such reassignment within sixty (60) days from the time the same is tendered, failing in which, the Assignee, its successors or assigns, shall be free to surrender, or relinquish, said lease as to such lands. In the event the reassignment is accepted by the Assignor as herein provided, the Assignor shall save, hold and protect the Assignee, its successors or assigns, harmless from all rentals and liability of whatsoever character subsequently accruing under said lease on account of the lands covered by said reassignment. In the event Assignee, its successors or assigns, shall fail to carry out the above provisions, or if it should for any reason fail to pay the annual rental, and the lease is thereby terminated or expires, Assignee, its successors or assigns, will pay to Assignor as the agreed value of the lease, and not as a penalty, a sum of dollars equal to the consideration paid by Assignee for said lease.



The foregoing instrument was acknowledged before me this _____ day of June, 1990, by Spiro G. Vassilopoulos, a/k/a Spiro Vassilopoulos, Assignor and Mary L. Vassilopoulos, his wife, to me known to be the persons described herein, and who executed the same as their free act and deed.

Witness my hand and seal the day and year first above written.

My commission expires: _____

[Signature]
 Notary Public

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.
2. 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 alien of the United States or 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 chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 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 Alaska. If this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is 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 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 (¼) 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.

Executed this _____ day of June, 1990.

Name of Assignor as shown on current lease: Spiro G. Vassilopoulos

Assignor: Spiro G. Vassilopoulos &/a Spiro Vassilopoulos

Spouse: Mary L. Vassilopoulos

Address: BOX 12615

Albuquerque, NM 87195

Executed this _____ 19th day of _____, 1990.

Nixon Development Company

Assignee: *[Signature]*
 Aldrich L. Kuchera, President and CEO
 XXXXX
 XXXXX

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.

BOOK 215 PAGE 524

State of New Mexico)
) SS.
County of San Juan)

Before me, the undersigned authority, on this 19th day of June, 1990
personally appeared Aldrich L. Kuchera, President and Chief Executive
Officer of Hixon Development Company, a Texas Corporation, who is known to
me to be the person who executed the foregoing instrument and who
acknowledged to me that he executed the same as his free act and deed on
behalf of the corporation for all of the purposes therein stated.

Subscribed and sworn to me this 19th day June, 1990.

Patricia Lee Chick
Patricia Lee Chick, Notary Public

My commission expires
October 2, 1990

SEAL
Affixed

134139
BOOK 215 PAGE 523
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Xiant & xpianhan
90 OCT 15 AM 10:07
EUREKA COUNTY, NEVADA
M.N. REBALZATI, RECORDER
FILE NO. FEES 700
BOOK 215 PAGE 525

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