

- b) All right, title and interest in and to all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders and in and to the properties covered and the units created thereby (including, without limitation, units formed under orders, rules, regulations or other official acts of any federal, state or other authority having jurisdiction, voluntary unitization agreements, designations and/or declaration, and so called "working interest units" created under operating agreements or otherwise), which relate to any of the properties described in subparagraph (a), including but not limited to those described in Exhibits "A1, A2, and A3";
- c) All right, title, and interest in and to all presently existing and valid production sales (and sales related) contracts, operating agreements and other agreements and contracts which relate to any of the properties described in subparagraphs (a) and (b) above, or which relate to the exploration, development, operation or maintenance thereof or the treatment, storage, transportation or marketing of production therefrom or allocated thereto, including but not limited to those described in Exhibits "A1, A2, and A3";
- d) All right, title and interest in and to all the equipment associated with the wells described in Exhibits "A1, A2, and A3," together with all right, title and interest in and to all materials, supplies, machinery, equipment, improvements and any other personal property and fixtures associated with the wells described in Exhibits "A1, A2, and A3." All easements, rights-of-way, surface leases and other surface rights, all permits and licenses, and all other appurtenances being used or held for use in connection with, or otherwise related to, the exploration, development, operation or maintenance of any of the properties described in subparagraphs (a), (b) and (c) above, or the treatment, storage, gathering, transportation or marketing or production therefrom or allocated thereto;
- e) All interest in lease records and other data and records used or held for use in connection with the exploration, development or operation of the properties described in Exhibits "A1, A2, and A3"; and
- f) All oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, and gaseous hydrocarbons (collectively called "Hydrocarbons") in and under that may be produced and saved from the Subject Properties from and after the effective date, and all proceeds attributable thereto. All hydrocarbons in and under, produced and saved from the Subject Properties before the effective date, and all proceeds attributable thereto, are hereby retained and reserved in favor of Assignor.

TO HAVE AND TO HOLD, the Subject Properties unto Assignee, its successors and assigns, provided, however, this assignment is made subject to the following terms and provisions:

I.

The Subject Properties are sold "AS IS" and "WHERE IS" without any warranty of merchantability, condition or fitness for a particular purpose, either expressed or implied. However, Assignor warrants and covenants that there are no liens, mortgages, security interests, or other claims or encumbrances as to the Subject Properties. Further, Assignor specially warrants title to the Subject Properties by through and under Assignor, but not otherwise.

II.

Assignee acknowledges that in making the decision to enter into this Agreement and consummate the transactions contemplated hereby, Assignee has relied only upon its own independent investigation of the Subject Properties. Accordingly, Assignee acknowledges that Assignor has not made and Assignor hereby expressly disclaims and negates any representation or warranty express or implied at common law, by statute or otherwise relating to (1) title to the Subject Properties (except by, through and under), (2) condition of the Subject Properties and (3) any information, data or other materials (written or oral) furnished to Assignee by or on behalf of Assignor (including but not limited to information, data or other materials regarding the existence or extent of oil, gas or other mineral reserves, the recoverability of or cost of recovering such reserves, the value of such reserves, any product pricing assumption, present or past production rates, the environmental condition of the Subject Properties, including but not limited to the presence of naturally occurring radioactive material ("NORM"), and the ability to sell oil or gas production after Closing).

III.

Assignee understands that the Interests may be subject to oil and/or gas balancing obligations due to the overproduction or underproduction of hydrocarbons, and further understands the duties and obligations associated therewith. Assignee hereby agrees to assume all duties and obligations associated with any imbalances attributable to the Interests, regardless of whether such imbalances arose, occurred or accrued prior to, on or after the Effective Time hereof.

IV.

Assignee hereby agrees to assume all responsibility and liability for the Subject Properties on and after the effective date hereof, and Assignee agrees to protect, defend, indemnify and hold Assignor and its directors, officers, contractors, agents, employees or representatives free and harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character arising out of, incident to, or in connection with the Subject Properties, arising after the effective date hereof, regardless of the date of occurrence. Notwithstanding anything herein to the contrary, and regardless of the date of occurrence, Assignee agrees to protect, defend, indemnify and hold Assignor and its directors, officers, contractors, agents, employees or representatives free and harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character arising out of, incident to, or in connection with all environmental conditions, issues, and liabilities regarding the Subject Properties arising on or after the effective date hereof. Assignee shall properly plug and abandon at Assignee's expense all wells herein assigned and shall clean and restore the surface at Assignee's expense and in accordance with the applicable lease provisions and state and federal laws, rules and regulations pertaining to the plugging and abandoning of such wells and the restoration of such surface.

V.

Assignor hereby agrees to execute any and all other instruments and/or documents necessary to give effect to the transfer of Assignor's interests in the Subject Properties.

VI.

This assignment may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document. Interests assigned hereby may also be assigned and executed on approved Federal or State forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. The interests conveyed by such assignments are the same, and not in addition to, the interests conveyed hereby.


VII.

This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators and successors and assigns.

IN WITNESS WHEREOF, this Assignment, Bill of Sale and Conveyance has been executed and delivered on the date and year first above written, **but shall be effective for all purposes as of the 1st day of April, 2017.**

ASSIGNOR:


MERRION OIL & GAS CORPORATION

By: 
T. Greg Merrion, President

STATE OF NEW MEXICO)
)ss
COUNTY OF SAN JUAN)

The foregoing instrument was acknowledged before me this 5th day of SEPTEMBER 2017, by **T. Greg Merrion, in his capacity as President of Merrion Oil & Gas Corporation**, a New Mexico corporation, on behalf of said corporation.

My commission expires: 10-20-2020


Notary Public in and for the State of New Mexico



Attached to and made a part of the Assignment, Bill of Sale and Conveyance
Dated Effective 4-1-2017
by and between Merrion Oil & Gas Corporation, as Assignor,
and Paradox Upstream, LLC, as Assignee

ASSIGNEE:

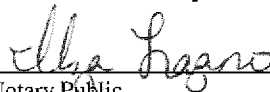
Paradox Upstream, LLC

By: 
Todd A. Brooks, President & CEO

STATE OF Texas)
)ss
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 8th day of September 2017,
by **Todd A. Brooks, in his capacity as President & CEO of Paradox Upstream, LLC**, a
Delaware limited liability company, on behalf of said limited liability company.

My commission expires: 05-10-2021


Notary Public

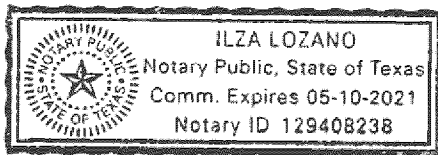


Exhibit "A1"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance dated effective 4-1-2017.

San Miguel County, Colorado

MOG File #	Lessor	Lessee	Lease Date	Legal Description
------------	--------	--------	------------	-------------------

Leases:

Assignor is assigning all right, title and interest as to existing wells, but as to leasehold and future wells, Assignor is assigning an 80% net revenue interest and retaining an override equal to 20% less existing burdens, proportionately reduced, as to the following leases:

1	CO-112.A.01	US-BLM COC-54632 Segregated from C-26453	W B Womacks	5/1/1978	Township 43 North, Range 15 West, NMMP Section 22: SWNW, W2SW Section 27: NWNW
2	CO-111.A.01	US-BLM COC-54631 Segregated from C-26450	Donald E Dippel	5/1/1978	Township 43 North, Range 15 West, NMMP Section 21: S2NE, E2SW, SE
3	CO-113.A.01	US-BLM COC-54633 Segregated from C-31568	Leroy F Crow	3/1/1984	Township 43 North, Range 15 West, NMMP Section 28: N2NE
<u>Right of Ways:</u>					
4	CO-114.A.01	US-BLM ROW COC-53869 Gas Pipeline	Kriti Exploration Inc.	2/8/1993	Township 43 North, Range 15 West, NMMP Section 5: SWNE, W2SW, Lot 4 Section 17: W2SW Section 18: E2E2 Section 20: SENE, N2N2 Section 21: E2E2, SWNE, S2NW, NWSE Section 22: SWSW Section 27: NWNW Township 44 North, Range 15 West, NMMP Section 19: E2NE Section 31: NENE Section 32: SWNW, NWSW
5	CO-115.A.01	Dry Creek Basin - Colorado DOW ROW Kriti Exploration Inc. Gas Pipeline Ratiff & Amendmt Recorded at Inst# 403305		5/21/1993	Township 44 North, Range 15 West, NMMP Via Sections: 20, 28, 29, 32 Township 43 North, Range 15 West, NMMP Via Sections: 8, 7

Exhibit "A1"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance dated effective 4-1-2017.

San Miguel County, Colorado

MOG File #	Lessor	Lessee	Lease Date	Legal Description
------------	--------	--------	------------	-------------------

6	CO-183.A.01	US-BLM ROW COC-70490 Road Access	Merrion Oil & Gas Corp.	9/11/2006	Township 43 North, Range 15 West, NMPM Section 17: S2SW Section 20: N2N2, SENE Section 21: S2NW
---	-------------	-------------------------------------	-------------------------	-----------	--

Unit:

7	US-BLM Unit COC-47606X	Cocklebur Draw Unit
---	------------------------	---------------------

Wells:

Assignor is assigning all right, title and interest as to existing wells.

Well Name	API#	Location:
Cocklebur Draw Unit #1	05-113-06051	21-43N-15W
Cocklebur Draw Unit #3	05-113-06060	27-43N-15W
Cocklebur Draw Unit #4	05-113-06228	21-43N-15W
Gas Gathering System		Refer to attached plat map & survey map for pipeline

Contracts:

12	Cocklebur Draw Unit Agreement dtd 3-27-1984
13	Cocklebur Draw Unit Operating Agreement dtd 3-27-1984
14	Amendment to Unit OA dtd 9-5-2002

Exhibit "A2"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance dated effective 4-1-2017

San Miguel County, Colorado

MOG File #	Lessor	Lessee	Lease Date	Legal Description
------------	--------	--------	------------	-------------------

Lease:

Assignor is assigning all right, title and interest as to existing wells, but as to leasehold and future wells, Assignor is assigning an 78% net revenue interest and retaining an override equal to 22% less existing burdens, proportionately reduced, as to the following leases:

1	CO-101A.01	US-BLM COC-0-20434	Reid M Waltman	4/1/1974	<u>Township 45 North, Range 18 West, NMIPM</u> Section 26: NWSW
---	------------	--------------------	----------------	----------	--

Assignor is assigning all right, title and interest as to existing well.

Well:

API#

2	Hamm Canyon 14-26 1	05-113-06033
---	---------------------	--------------

Contracts:

3	Operating Agreement didd 12-31-1979
---	-------------------------------------

Exhibit "A3"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance dated effective 4-1-2017

San Miguel County, Colorado

	MOG File #	Lessor	Lessee	Lease Date	Legal Description
SE Andy's Mesa Area					
Assignor is assigning all right, title and interest.					
1	CO-184.A.01	US-BLM COC-0-10486	F R Bryan	6/1/1955	<u>Township 43 North, Range 16 West, NMMPM</u> Section 1 Lots 3,4, S2NW, SW Section 2 SE Section 11 N2SE, SESE Section 12 NW, S2SW Section 13 NWNW Containing 880.12 acres m/l Limited from the surface to the top of the Main Massive Paradox Salt Formation
2	CO-184.A.01	US-BLM COC-0-113680		5/1/1961	<u>Township 43 North, Range 16 West, NMMPM</u> Section 2 SW Containing 160 acres m/l Limited from the surface to the top of the Main Massive Paradox Salt Formation