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

ILZA LOZANO
Notary Public, State of Texas
Comm. Expires 05-10-2021
Notary ID 129408238

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, NMPM 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, NMPM 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, NMPM Section 28: N2NE
		Right of Ways:				
4	CO-114.A.01	US-BLM ROW COC-53869 Gas Pipeline	Kriti Exploration Inc.	2/8/1993		Township 43 North, Range 15 West, NMPM 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, NMPM Section 19: E2NE Section 31: NENE Section 32: SWNW, NWSW
5	CO-115.A.01	Dry Creek Basin - Colorado DOW RO\ Gas Pipeline Ratif & Amendmt Recorded at Inst# 403305	Kriti Exploration Inc.	5/21/1993		Township 44 North, Range 15 West, NMPM Via Sections: 20, 28, 29, 32 Township 43 North, Range 15 West, NMPM Via Sections: 8, 7

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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:**		
8		Cocklebur Draw Unit #1	05-113-06051	21-43N-15W		
9		Cocklebur Draw Unit #3	05-113-06060	27-43N-15W		
10		Cocklebur Draw Unit #4	05-113-06228	21-43N-15W		
11		Gas Gathering System	Refer to attached plat map & survey map for pipelne			
		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-101.A.01	US-BLM COC-0-20434	Reid M Waltman	4/1/1974	Township 45 North, Range 18 West, NMPM 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 dtd 12-31-1979

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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	Township 43 North, Range 16 West, NMPM 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	Township 43 North, Range 16 West, NMPM Section 2 SW Containing 160 acres m/l Limited from the surface to the top of the Main Massive Paradox Salt Formation

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