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Filed By: LCJ
LOUISE JONES, Recorder
SAN JUAN COUNTY CORPORATION
For: PARADOX GROUP INC

MEMORANDUM OF OPTION TO LEASE

THIS MEMORANDUM OF OPTION TO LEASE is made and effective this 25th day of April, 2011, by and between, **Marilyn R. Rowley, as Attorney-in-Fact for Freya S. Fletcher, Homer Redd Smith, and Redd Homer Smith, each dealing in their sole and separate property, P. O. Box 926, Monticello, Utah 84535** "Grantor", whether one of more, and **PARADOX GROUP INC., 1505 Hermosa Place, Colorado Springs, Colorado 80906**, hereinafter called "GRANTEE";

WITNESSETH:

1. GRANTOR has granted to GRANTEE an Option to Lease covering the interest of the GRANTOR in the following described land situated in the County of San Juan, State of Utah, to-wit;

SEE COPY OF LEGAL DESCRIPTION PORTION OF THE SUBJECT OIL AND GAS LEASE, ATTACHED AS EXHIBIT "A"

2. Said Option to Lease conveys an exclusive right from GRANTOR to GRANTEE for a specified term and price to purchase an oil and gas lease with certain specific lease provisions. The oil and gas lease which GRANTEE has the right to purchase maybe subject to an existing oil and gas lease, and the primary term of the lease which GRANTEE may purchase is for five (5) years from the termination date (if any) of the existing lease, and for as long thereafter as oil and/ or gas is produced. Said Option to Lease contains other provisions respecting the rights, if any, of the lessee under existing lease, and preventing modification of the existing lease by GRANTOR.

3. It is the purpose of this Memorandum of Option to Lease to give record notice of said Option to Lease.

4. A copy of said Option to Lease may be found at the following address:

**PARADOX GROUP INC.
1505 HERMOSA PLACE
COLORADO SPRINGS, COLORADO 80906**

5. This Memorandum of Option to Lease shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. In the event that GRANTEE does not exercise his Option to Lease by purchasing an oil and gas lease from GRANTOR as therein provided, a release of the said Option as referred to in this Memorandum of Option to Lease shall be recorded by GRANTEE.

IN WITNESS WHEREOF, this instrument is executed the day and year first above written

*Marilyn R. Rowley, as Attorney-in-Fact for
Freya S. Fletcher, Homer Redd Smith, and
Redd Homer Smith*

X
Marilyn R. Rowley, as Attorney-in-Fact for
FREYA S. FLETCHER, HOMER REDD SMITH, and
REDD HOMER SMITH

UT-1084 D

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ACKNOWLEDGMENT-INDIVIDUAL

STATE OF UTAH }
COUNTY OF San Juan }

The foregoing instrument was acknowledged before me, this 2nd day of May
2011, by Marilyn R. Rowley, as Attorney-in-Fact for Freya S. Fletcher,
Homer Redd Smith, and Redd Homer Smith, each dealing in their sole and separate
property

Witness my hand and official seal.
My Commission Expires:
9-11-12



Tina Corrao

Notary Public, residing at:
Monticello, UT

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me, this _____ day of _____
2011, by _____

Witness my hand and official seal.
My Commission Expires:

Notary Public, residing at:

EXHIBIT "A"

TOWNSHIP 33 SOUTH, RANGE 24 EAST, SLM.
Section 21: W1/2NE1/4, NW1/4, N1/2SE1/4

containing 318.71 acres more or less

Sec. 21: 33S24E210601, 33S24E210602,
33S24E212400