

339
ATTN: LEASING DEPT.
DISCOVERY ENERGY LLC
P O BOX 2170
EDMOND OK 73083

Ent 124574 Bk 973 Pg 932 - 940
Date: 11-AUG-2015 9:57:41AM
Fee: \$339.00 Check
Filed By: DH
DAVID O CARPENTER, Recorder
SAN JUAN COUNTY CORPORATION
For: DISCOVERY ENERGY LLC

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") executed by PAR FIVE EXPLORATION LLC, a Utah limited liability company (hereinafter called "Assignor"), with an office at 1411 East 840 North, Orem, Utah, 84097, to Discovery Energy, LLC, an Ohio limited liability company (hereinafter called "Assignee"), with an address of PO Box 2691, Roswell, NM, 88202, dated effective at 5:00 p.m., local time, on JANUARY 15, 2015, 2014 (said hour and day being hereinafter called the "Effective Time").

All capitalized terms not defined herein shall have the meanings ascribed to them in that certain Purchase and Sale Agreement dated May 13, 2014, executed by and between Assignor and Assignee.

ARTICLE I Assignment of Oil and Gas Properties

Assignor, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, by these presents does hereby ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee the following described properties, rights and interests:

- (a) Seventy-five percent (75.0%) of Assignor's undivided right, title, and interest in and to the oil and gas leases described or intended to be described or included on Attachment 1 attached hereto and made a part hereof for all purposes (the "Subject Interests");
- (b) Seventy-five percent (75.0%) of Assignor's undivided right, title, and interest in and to Hydrocarbons produced from or attributable to the Subject Interests with respect to all periods after the Effective Time and all proceeds therefrom; and
- (c) Seventy-five percent (75.0%) of Assignor's undivided right, title, and interest in and to causes of action and choses of action incident to any of the foregoing and attributable to the period from and after the Effective Time.

All of the properties, rights and interests described in subsections (a) through (c) above are hereinafter collectively called the "Leases." In the event that any of the Leases covers less than the full undivided mineral interest in the lands covered thereby, then the interest to be conveyed herein shall be proportionately reduced in direct proportion to that which the mineral interests actually covered under said Leases.

APR 29 2015

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TO HAVE AND TO HOLD the Leases unto Assignee, its respective successors and assigns forever, subject, however, to the matters set forth herein.

ARTICLE II

Warranty of Title; Permitted Encumbrances

Section 2.1 Warranty of Title. Assignor does hereby bind itself to warrant and forever defend, all and singular, the Leases unto Assignee, against every encumbrance, lien, or defect arising by, through or under Assignor, but not otherwise.

Section 2.2 Disclaimer of Representations and Warranties. **THE LEASES ARE ASSIGNED TO ASSIGNEE "AS IS, WHERE IS" AND WITH ALL FAULTS IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITHOUT RECOURSE. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2.1 HEREOF, ASSIGNOR HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES CONCERNING THE LEASES, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, THE QUALITY OF HYDROCARBON RESERVES, THE QUANTITY OF HYDROCARBON RESERVES, THE AMOUNT OF REVENUES, THE AMOUNT OF OPERATING COSTS, CONDITION (PHYSICAL OR ENVIRONMENTAL), QUALITY, COMPLIANCE WITH APPLICABLE LAWS, ABSENCE OF DEFECTS (LATENT OR PATENT), SAFETY, STATE OF REPAIR, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSIGNEE EXPRESSLY RELEASES ASSIGNOR FROM THE SAME. ASSIGNOR DISCLAIMS ANY AND ALL LIABILITY AND RESPONSIBILITY FOR AND ASSOCIATED WITH THE QUALITY, ACCURACY, COMPLETENESS OR MATERIALITY OF THE RECORDS AND ANY OTHER INFORMATION PROVIDED AT ANY TIME (WHETHER ORAL OR WRITTEN) TO ASSIGNEE, ITS OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES IN CONNECTION WITH THE LEASES, INCLUDING WITHOUT LIMITATION, QUALITY OF HYDROCARBON RESERVES, QUANTITY OF HYDROCARBON RESERVES, AMOUNT OF REVENUES, AMOUNT OF OPERATING COSTS, FINANCIAL DATA, ENVIRONMENTAL CONDITION OF THE LEASES, PHYSICAL CONDITION OF THE LEASES AND CONTINUED FINANCIAL VIABILITY OF THE LEASES, AND ASSIGNEE EXPRESSLY RELEASES ASSIGNOR FROM THE SAME.**

Section 2.3 Subrogation. Assignee shall be and is hereby subrogated to all covenants and warranties of title by parties (other than Assignor) heretofore given or made to Assignor or its predecessors in title in respect of any of the Leases.

Section 2.4 Purchase Agreement. The Leases are assigned by Assignor and accepted by Assignee expressly subject to the terms and conditions of that certain

unrecorded Purchase and Sale Agreement dated May 13, 2014, executed by and between Assignor and Assignee.

Section 2.6 Pooling and Proportionate Reduction. Assignee, at its option, may without further approval from Assignor pool or combine the Leases or any portion thereof with other lands or lease(s) to comprise a drilling and spacing unit or units, or other governmental approved unit or units, in order to properly develop and operate the Leases.

ARTICLE III **Miscellaneous**

Section 3.1 Further Assurances. Assignor covenants and agrees to execute and deliver to Assignee all such other and additional instruments and other documents and will do all such other acts and things as may be necessary more fully to assure to Assignee or its successors or assigns, all of the respective properties, rights and interests herein and hereby assigned or intended to be assigned, including without limitation, executing separate assignments of individual oil, gas and mineral leases or interests therein, which are included in the Leases and which are necessary to facilitate the recognition of Assignee's ownership of the Leases.

Section 3.2 Successors and Assigns. All of the provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of Assignor and Assignee. All references herein to either Assignor or Assignee shall include their respective successors and assigns.

Section 3.3 Counterparts. This Assignment is being executed in several original counterparts, all of which are identical, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one and the same assignment.

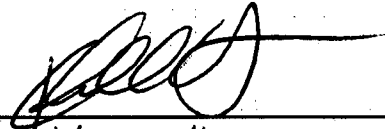
Section 3.4 Scrivener's Errors. It is the Assignor's intent to convey to Assignee Seventy-five percent (75.0%) of Assignor's right, title, and interest in and to the referenced lands and leases regardless of errors in description, incorrect or misspelled names or incorrect recording references.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the dates of their respective acknowledgments set forth below, to be effective, however, as of the Effective Time.

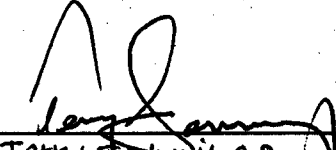
Assignor

PAR FIVE EXPLORATION LLC

By: 
Name: Kimball Hodges
Title: Manager of GunHoCo, LLC;
GunHoCo, LLC as manager of Par Five Exploration LLC.

Assignee

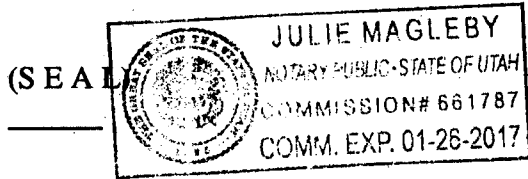
DISCOVERY ENERGY, LLC

By: 
Name: Terry Jennings
Title: Managing Member

ACKNOWLEDGEMENTS

STATE OF Utah §
 COUNTY OF Utah §

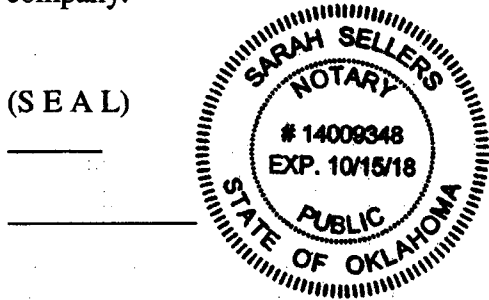
The foregoing instrument was acknowledged before me this 16th day of April 2015, by Kimball Hedges, as Manager of GunHoCo, LLC: GunHoCo, LLC as manager of Par Five Exploration LLC, a Utah limited liability company, on behalf of said limited liability company.



[Signature]
 Notary Public in and for the State of Utah

STATE OF OK §
 COUNTY OF OK §

The foregoing instrument was acknowledged before me this 1st day of May, 2015, by Ferny Jennings, Managing Member of Discovery Energy, LLC, an Ohio limited liability company, on behalf of said limited liability company.



[Signature]
 Notary Public in and for the State of Oklahoma

Lease No	Lessor	Lessee	Recording Info (Entry/Book/Page)	Gross Acre	Net Acre	Inspector and only Inspector as to	Twp_Rge	Description	Parcel No(s)
KOD-0014	Betty Palmer	Paradox Group, Inc.	120856/959/385	80.00	26.67	Inspector and only Inspector as to	31S-23E	Section 36: W2SE	31S23E67800
KOD-0018	David Lainer Jordan	Paradox Group, Inc.	120386/957/325	965.13	241.28		31S-23E	Section 24: S2	31S23E247200, 31S23E245400, 31S23E244800, 31S23E244801
KOD-0019	Bailey Minerals, LLC	Paradox Group, Inc.	120949/959/800	288.89	36.11	Inspector and only Inspector as to	31S-23E 31S-24E	Section 36: Portion E2E2* Section 30: LOTS 2, 3, 4	31S23E250000, 31S23E251201, 31S23E251200, 31S23E252400 31S23E60000 31S24E303600
KOD-0021	Summer Minerals, LLC	Paradox Group, Inc.	120273/956/893	800.00	400.00	Inspector and only Inspector as to	30S-23E 31S-24E	Section 36: W2: W2E2 Section 14: S2NW; NWSW	30S23E60600 31S24E143600
KOD-0024	Suzanne A. Halliday Family Living Trust	Paradox Group, Inc.	120458/957/656	160.01	80.01	Inspector and only Inspector as to	31S-23E	Section 28: S2NE; NWSE; NESW	31S23E81200
KOD-0028	Lemuel Hardison Redd and Julia Davidson Redd	Paradox Group, Inc.	120855/959/380	594.62	198.21	Inspector and only Inspector as to	31S-23E 31S-24E	Section 36: NW; N2SW; W2SWNE Section 7: W2NE; NESW; E2SW	31S23E62400, 31S23E62401 31S24E070600
KOD-0032	Wyman H. Redd and Mary Louise Redd Trust	Paradox Group, Inc.	120418/957/465	800.00	80.00	Inspector and only Inspector as to	30S-23E 31S-24E	Section 36: W2: W2E2 Section 14: S2NW; NWSW	30S23E60600 31S24E143600
KOD-0043	Amasa Mason Redd and Karen Redd	Paradox Group, Inc.	120419/957/471	800.00	80.00	Inspector and only Inspector as to	30S-23E 31S-24E	Section 15: S2NE; NWNE; NESW Section 36: W2: W2E2	30S23E60600 31S24E143600
KOD-0062	Charlene Ruth Johnson	Paradox Group, Inc.	119926/955/571	240.00	50.00		31S-25E	Section 15: S2NE; NWNE; NESW Section 4: S2S2	31S24E150600 31S25E057200
KOD-0066	Cecil Marie Johnson	Paradox Group, Inc.	119925/955/566	240.00	50.00		31S-25E	Section 4: S2S2	31S25E046000
KOD-0068	Paragenesis Divine Ministries	Paradox Group, Inc.	120059/956/115	288.89	108.33	Inspector and only Inspector as to	31S-23E 31S-24E	Section 36: Portion E2E2* Section 30: LOTS 2, 3, 4	31S23E60000 31S24E303600
KOD-0070	F&R Family Partnership, LTD	Paradox Group, Inc.	120752/959/29	120.00	5.00	Inspector and only Inspector as to	31S-24E	Section 33: SESW; S2SE	31S24E336600
KOD-0087	Albert Leroy Hall Life Estate	Paradox Group, Inc.	120153/956/498	800.00	800.00		31S-25E 31S-26E	Section 35: E2 Section 30: N2NE; NWSE; SWNE	31S25E350000 31S26E300000
KOD-0087-001R	Thomas Hall, Remainder Interest	Paradox Group, Inc.	120154/956/503	800.00	0.00		31S-25E 31S-26E	Section 35: E2 Section 30: N2NE; NWSE; SWNE	31S26E314800, 31S26E312400
KOD-0087-002R	Rosanna Gilbreth, Remainder Interest	Paradox Group, Inc.	120155/956/505	800.00	0.00		31S-25E 31S-26E	Section 35: E2 Section 30: N2NE; NWSE; SWNE	31S25E350000 31S26E300000
KOD-0087-003R	Larry Hall	Paradox Group, Inc.	120156/956/507	800.00	0.00		31S-25E 31S-26E	Section 35: E2 Section 30: N2NE; NWSE; SWNE	31S25E350000 31S26E300000
KOD-0087-004R	Nelda Swatsenborg, Remainder Interest	Paradox Group, Inc.	120157/956/509	800.00	0.00		31S-25E 31S-26E	Section 35: E2 Section 30: N2NE; NWSE; SWNE	31S25E350000 31S26E300000
KOD-0087-005R	Cecil Hall, Remainder Interest	Paradox Group, Inc.	120158/956/511	800.00	0.00		31S-25E	Section 35: E2	31S26E314800, 31S26E312400 31S25E350000

Lease No	Lessor	Lessee	Recording Info (Entry/Book/Page)	Gross Acre	Net Acre	Transfer and only transfer as to	Twp_Rge	Description	Parcel No(s)
KOD-0087-006R	Dora Hill, Remainder Interest	Paradox Group, Inc.	120159/956/513	800.00	0.00	transfer and only transfer as to	31S-26E 31S-26E	Section 30: N2NE; NWSE; SWNE Section 31: W2	31S26E30000 31S26E31480, 31S26E312400
KOD-0087-007R	Alfred Hall, Remainder Interest	Paradox Group, Inc.	120160/956/515	800.00	0.00	transfer and only transfer as to	31S-26E 31S-26E	Section 30: N2NE; NWSE; SWNE Section 31: W2	31S26E30000 31S26E30000 31S26E31480, 31S26E312400
KOD-0094	Spring Creek Ranch, LLC	Paradox Group, Inc.	120457/957/651	288.89	36.11	transfer and only transfer as to	31S-23E 31S-24E	Section 36: Portion E2E2* Section 30: LOTS 2, 3, 4	31S26E31480, 31S26E312400 31S24E303600
KOD-0099	Ann J. Bettinson fka Ann J. Young	Paradox Group, Inc.	120505/957/847	965.13	241.28	transfer and only transfer as to	31S-23E	Section 24: S2	31S26E247200, 31S23E245400, 31S23E244800, 31S23E244801, 31S23E250000, 31S23E251201, 31S23E252400, 31S23E251200
KOD-0100	Robert Clayton	Paradox Group, Inc.	120357/957/196	720.00	61.67	transfer and only transfer as to	31S-24E	Section 27: SWSE; S2SW Section 28: SW; SESE Section 29: S2SE	31S24E276000 31S24E285400 31S24E298400 31S24E30000
KOD-0113	Claudia Y. Breinhok aka Claudia Y. Steed	Paradox Group, Inc.	120503/957/838	965.13	241.28	transfer and only transfer as to	31S-23E	Section 24: S2 Section 25: ALL	31S23E247200, 31S23E245400, 31S23E244800, 31S23E244801, 31S23E250000, 31S23E251201, 31S23E252400, 31S23E251200
KOD-0119	Robert H. Useby by Alf Tom Titus	Paradox Group, Inc.	120420/957/477	80.00	26.67	transfer and only transfer as to	31S-23E	Section 36: W2SE	31S23E67800
KOD-0124	Jay Whitney Redd and Laraine Redd Trust, dated December 12, 1978	Paradox Group, Inc.	120417/957/459	800.00	80.00	transfer and only transfer as to	30S-23E 31S-24E	Section 36: W2; W2E2 Section 14: S2NW; NWSW Section 15: S2NE; NWNE; NESE; SENW	30S23E360600 31S24E13600 31S24E150600
KOD-0125-001	Sr R Family Partnership, Ltd. a Limited Company	Paradox Group, Inc.	120756/959/61	120.00	10.00	transfer and only transfer as to	31S-24E	Section 33: SESW; S2SE	31S24E336600
KOD-0141	Helen K. Binder	Paradox Group, Inc.	120754/959/45	120.00	10.00	transfer and only transfer as to	31S-24E	Section 33: SESW; S2SE	31S24E336600
KOD-0144	Estate of F. Bennton Redd, by Grayson W. Redd and An Redd Bradshaw	Paradox Group, Inc.	120755/959/53	120.00	10.00	transfer and only transfer as to	31S-24E	Section 33: SESW; S2SE	31S24E336600
KOD-0167	Lavern Young	Paradox Group, Inc.	120738/958/927	1205.13	246.28	transfer and only transfer as to	31S-23E	Section 24: S2 Section 25: ALL	31S23E247200, 31S23E245400, 31S23E244800, 31S23E244801, 31S23E250000, 31S23E251201, 31S23E252400, 31S23E251200
KOD-0168	Regan Bronson	Paradox Group, Inc.	120913/959/611	720.00	150.00	transfer and only transfer as to	31S-24E	Section 4: S2S2 Section 5: E2SE Section 27: SWSE; S2SW Section 28: SW; SESE Section 29: S2SE	31S25E057200 31S25E057200 31S24E276000 31S24E285400 31S24E298400 31S24E298400 31S24E30000
KOD-0169	Jack Fletcher Nielson and Barbara Kay Nielson Family Trust dated 7/25/2008	Paradox Group, Inc.	120912/959/606	288.89	108.33	transfer and only transfer as to	31S-23E	Section 36: Portion E2E2* Section 30: LOTS 2, 3, 4	31S23E360000 31S23E360000 31S24E303600

Lease No	Lessor	Lessee	Recording Info (Entry/Book/Page)	Gross Acre	Net Acre	Roofers and only	Twp_Rge	Description	Parcel No(s)
KOD-0169-001R	Jackie Kravetz, Remainder Interest	Paradox Group, Inc.	120914/959/617	288.89	0.00	Roofers and only Roofers as to	31S-23E 31S-24E	Section 36: Portion E2E2* Section 30: LOTS 2, 3, 4	31S23E36000 31S24E30360
KOD-0169-002R	Brenda Nielson, Remainder Interest	Paradox Group, Inc.	120915/959/619	288.89	0.00	Roofers and only Roofers as to	31S-23E 31S-24E	Section 36: Portion E2E2* Section 30: LOTS 2, 3, 4	31S23E36000 31S24E30360
KOD-0169-003R	Robert L. Nielson, Remainder Interest	Paradox Group, Inc.	120916/959/621	288.89	0.00	Roofers and only Roofers as to	31S-23E 31S-24E	Section 36: Portion E2E2* Section 30: LOTS 2, 3, 4	31S23E36000 31S24E30360
KOD-0172	Lucy Redd Estate, by Redd Homer Smith	Paradox Group, Inc.	120751/959/121	120.00	10.00	Roofers and only Roofers as to	31S-24E	Section 33: SESW, S2SE	31S24E33660
KOD-0173	F&R Family Partnership, LTD	Paradox Group, Inc.	120753/959/37	120.00	5.00	Roofers and only Roofers as to	31S-24E	Section 33: SESW, S2SE	31S24E33660
KOD-0174	Freya S. Fletcher, Homer Redd Smith and Redd Homer Smith	Paradox Group, Inc.	120757/959/69	120.00	10.00	Roofers and only Roofers as to	31S-24E	Section 33: SESW, S2SE	31S24E33660
KOD-0179	Uthora Land and Cattle LLC	Paradox Group, Inc.	120750/959/15	320.00	320.00	Roofers and only Roofers as to	31S-24E	Section 33: SENE Section 34: NW, NWNE; N2SW	31S24E33180 31S24E34060
KOD-0182	Alene R. Roberts	Paradox Group, Inc.	121322/961/127	800.00	80.00	Roofers and only Roofers as to	30S-23E 31S-24E	Section 36: W2, W2E2 Section 14: S2NW, NWSW Section 15: S2NE, NWNE; NESE; SENW	30S23E36060 31S24E14360 31S24E15060
KOD-0187	Imogene R. Hess Family Living Trust dated April 4, 2000	Paradox Group, Inc.	121344/961/200	800.00	80.00	Roofers and only Roofers as to	30S-23E 31S-24E	Section 36: W2, W2E2 Section 14: S2NW, NWSW Section 15: S2NE, NWNE; NESE; SENW	30S23E36060 31S24E14360 31S24E15060
KOD-0189	Lester O. Wildman and Geraldine Wildman Limited Partnership	Paradox Group, Inc.	121424/961/531	120.00	60.00	Roofers and only Roofers as to	31S-24E	Section 33: SESW, S2SE	31S24E33660
KOD-0212	The Somerville Family Revocable Trust	Paradox Group, Inc.	1121401/961/462	720.00	61.67	Roofers and only Roofers as to	31S-24E	Section 27: SWSE, S2SW Section 28: SW, SESE Section 29: S2SE Section 33: N2N2; SWNE; SENW; W2SW	31S24E27600 31S24E28540 31S24E29840 31S24E33000
KOD-0220	Tamara Kopita	Paradox Group, Inc.	121402/961/468	720.00	150.00	Roofers and only Roofers as to	31S-24E	Section 27: SWSE, S2SW Section 28: SW, SESE Section 29: S2SE Section 33: N2N2; SWNE; SENW; W2SW	31S24E27600 31S24E28540 31S24E29840 31S24E33000
KOD-0227	Jay Ward Palmer Estate, By Christopher Sheldon, PR	Paradox Group, Inc.	121413/961/491	80.00	26.67	Roofers and only Roofers as to	31S-23E	Section 36: W2SE	31S23E36780
KOD-0232	Debbie Rigby	Paradox Group, Inc.	119474/954/90	720.00	29.17	Roofers and only Roofers as to	31S-24E	Section 27: SWSE, S2SW Section 28: SW, SESE Section 29: S2SE Section 33: N2N2; SWNE; SENW; W2SW	31S24E27600 31S24E28540 31S24E29840 31S24E33000
KOD-0233	Boyd Rasmussen	Paradox Group, Inc.	119476/954/100	720.00	29.17	Roofers and only Roofers as to	31S-24E	Section 27: SWSE, S2SW Section 28: SW, SESE Section 29: S2SE Section 33: N2N2; SWNE; SENW; W2SW	31S24E27600 31S24E28540 31S24E29840 31S24E33000
KOD-0234	Rex I. Rasmussen	Paradox Group, Inc.	119475/954/95	720.00	29.17	Roofers and only	31S-24E	Section 27: SWSE, S2SW	31S24E27600

Lease No	Lessor	Lessee	Recording Info (Entry/Book/Page)	Gross Acre	Net Acre	Interest as to	Twp_Rnge	Description	Parcel No(s)
KOD-0235	Roger L. Rasmussen	Paradox Group, Inc.	119472/954/80	720.00	29.17	Interest and only Interest as to	31S-24E	Section 28: SW, SESE	31S24E285400
								Section 29: S2SE	31S24E298400
								Section 33: N2N2; SWNE; SENW; W2SW	31S24E300000
KOD-0236	Pam Despain	Paradox Group, Inc.	119471/954/75	720.00	29.17	Interest and only Interest as to	31S-24E	Section 27: SWSE; S2SW	31S24E276000
								Section 28: SW; SESE	31S24E285400
								Section 29: S2SE	31S24E298400
KOD-0237	Susan Abston	Paradox Group, Inc.	119473/954/85	720.00	29.17	Interest and only Interest as to	31S-24E	Section 33: N2N2; SWNE; SENW; W2SW	31S24E300000
								Section 27: SWSE; S2SW	31S24E276000
								Section 28: SW; SESE	31S24E285400
MLS2504	State of Utah	Percheron Acquisitions, LLC		640.00	640.00		31S-23E	Section 33: N2N2; SWNE; SENW; W2SW	31S23E320000
								Section 32: ALL	31S23E330000
								Section 32: ALL	31S23E330000
MLS2678	State of Utah	Percheron Field Services, LLC		640.00	640.00		31S-24E	Section 32: ALL	31S24E323001

* Township 31 South, Range 23 East, SLM., San Juan County, Utah

Section 36: A Tract of land described as beginning at the Southeast corner of Section 36, thence West 20 chains, thence N 60° E 40.21 chains, thence N 00.26° W 40 chains, thence South 80 chains to the point of beginning.