

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
July 2014

Form must be Typed
Form must be Signed
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

*Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.*

Check Applicable Boxes:

- ☐ Oil Lease: No. of Oil Wells _____ **
- ☐ Gas Lease: No. of Gas Wells _____ **
- ☐ Gas Gathering System: _____
- ☐ Saltwater Disposal Well - Permit No.: _____
- Spot Location: _____ feet from ☐ N / ☐ S Line
_____ feet from ☐ E / ☐ W Line
- ☐ Enhanced Recovery Project Permit No.: _____
- Entire Project: ☐ Yes ☐ No
- Number of Injection Wells _____ **

Field Name: _____

**** Side Two Must Be Completed.**

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

_____ - _____ - _____ Sec. _____ Twp. _____ R. _____ ☐ E ☐ W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from ☐ N / ☐ S Line of Section

_____ feet from ☐ E / ☐ W Line of Section

Type of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☐ Drilling

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: _____ . Recommended action: _____

Date: _____

Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit
permitted by No.: _____ .

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

KDOR Lease No.: _____

[illegible]

* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

KDOR Lease No.: _____

[illegible]

* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

KANSAS CORPORATION COMMISSION
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CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: ☐ **C-1** (Intent) ☐ **CB-1** (Cathodic Protection Borehole Intent) ☐ **T-1** (Transfer) ☐ **CP-1** (Plugging Application)

OPERATOR: License # _____
Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____
Contact Person: _____
Phone: (_____) _____ Fax: (_____) _____
Email Address: _____

Well Location:
____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ ☐ East ☐ West
County: _____
Lease Name: _____ Well #: _____
If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- ☐ I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- ☐ I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: _____ Signature of Operator or Agent: _____ Title: _____

PURCHASE AND SALE AGREEMENT

Between

RUNNING FOXES PETROLEUM INC.

and

BOP WEST, LLC

**LIVENGOD FIELD
Brown County, Kansas**

January 1st, 2019

TABLE OF CONTENTS

1.	DEFINITIONS	1
1.1	Assignment.....	1
1.2	Closing	1
1.3	Closing Date.....	1
1.4	Contracts	1
1.5	Effective Date	1
1.6	Escrow Agent	1
1.7	Leases.....	1
1.8	Overriding Royalty Interests	1
1.9	Purchase Price	1
2.	PURCHASE AND SALE OF LEASES.....	1
2.1	Agreement for Purchase and Sale	1
2.2	Purchase Price	2
2.3	Assignment of Leases	2
2.4	Retention of Equipment.....	2
3.	DUE DILIGENCE	3
4.	REPRESENTATION AND WARRANTIES OF SELLER	3
4.1	Organization and Standing	3
4.2	Authority	3
4.3	Validity.....	3
4.4	No Violation	3
4.5	No Bankruptcy.....	3
4.6	Title	3
4.7	Brokers.....	4
4.8	Taxes	4
4.9	Bonus and Rentals	4
4.10	Claims and Litigation	4
4.11	Preferential Rights.....	4
4.12	Operations.....	4
4.13	No Breaches.....	4
4.14	Compliance with Laws.....	4
4.15	Survivability	4
5.	REPRESENTATIONS AND WARRANTIES OF BUYER	4
5.1	Organization and Standing	4
5.2	Authority	4

5.3	Validity.....	5
5.4	No Violation.....	5
5.5	No Bankruptcy.....	5
5.6	Securities Matters.....	5
5.7	Independent Investigation	5
5.8	Brokers.....	5
5.9	Survivability	5
6.	CONDITIONS PRECEDENT TO CLOSING	5
6.1	Seller's Conditions to Closing.....	5
6.2	Buyer's Closing Conditions.....	6
7.	CLOSING.....	6
7.1	Closing Time and Place	6
7.2	Seller's Obligations at Closing.....	6
7.3	Buyer's Obligations at Closing.....	6
8.	POST CLOSING OBLIGATIONS.....	6
8.1	Consents	6
9.	TERMINATION	7
9.1	Termination	7
9.2	Effect of Termination	7
10.	DISPUTE RESOLUTION	7
11.	MISCELLANEOUS.....	7
11.1	Further Assurances	7
11.2	Notices	7
11.3	Entire Agreement; Amendments	8
11.4	Expenses.....	8
11.5	Governing Law	8
11.6	Waiver of Consequentialia	8
11.7	Waiver	8
11.8	Captions	8
11.9	Assignment of Agreement.....	8
11.10	Counterparts.....	9
11.11	Severability.....	9
11.12	Not to be Construed Against Drafter	9
11.13	No Third Party Beneficiaries.....	9
11.14	Sales Taxes and Recording Fees	9

EXHIBITS

Exhibit A	Seller's Leases
Exhibit B	Buyer's Leases
Exhibit C	Seller's Assignment
Exhibit D	Buyer's Assignment
Exhibit E	Seller's Well List
Exhibit E	Equipment Retention List
Exhibit F	Seller's Equipment List to Buyer

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement"), is dated as of January 1st, 2019, by and between (Running Foxes Petroleum Inc. 14550 East Easter Ave., Ste 200 Centennial, CO 80112 (the, "**Seller**") and BOP West, LLC of P. O. Box 129 Wooster, Ohio 44691 (the "**Buyer**"). Seller and Buyer are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

- A. Seller is the owner of certain oil and gas leases located in Brown County, Kansas described on **Exhibit A** attached hereto, (collectively, the "**Seller's Leases**").
- B. Seller desires to sell the Leases to Buyer and Buyer wishes to purchase the Leases from Seller.
- C. Seller or its designees shall retain overriding royalty interests (collectively, the "**Overriding Royalty Interests**") in the Leases of 03%; provided that the Seller's Leases have an 84.50% net revenue interest.

AGREEMENT

NOW THEREFORE, in consideration of the mutual representations, covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1 DEFINITIONS

Some of the defined terms used in this Agreement are:

- 1.1 "**Buyer's Assignment**" is defined in Section 2.3.
- 1.2 "**Buyer's Leases**" is defined in Section 2.2.
- 1.3 "**Closing**" means the consummation of the transactions contemplated by this Agreement as provided in Section 7.
- 1.4 "**Closing Date**" is defined in Section 7.1.
- 1.5 "**Contracts**" means all presently existing and valid contracts, agreement and instruments insofar as such contracts, agreements and instruments cover, bind, are attributable to or relate to the Leases.

- 1.6 **"Effective Date"** means January 1st, 2019.
- 1.7 **"Overriding Royalty Interests"** is defined in Recital C.
- 1.8 **"Purchase Price"** is the total cash consideration specified in Section 2.2 to be paid by Buyer to Seller for the Leases
- 1.9 **"Seller's Assignment"** is defined in Section 2.3
- 1.10 **"Seller's Leases"** are those oil and gas leases described on **Exhibit A**.

SECTION 2 PURCHASE AND SALE OF LEASES

2.1 **Agreement for Purchase and Sale.** Subject to the terms and conditions contained in this Agreement, Seller agrees to sell, assign, transfer, convey, set over and deliver, or cause to be sold, assigned, transferred, conveyed, set over and delivered, to Buyer, and Buyer agrees to purchase, acquire, and accept the Leases from Seller.

2.2 **Purchase Price.** The Purchase Price for the Leases shall be Four Hundred Thousand Dollars (USD) (\$400,000 and the assignment to Seller of the leases listed on **Exhibit B ("Buyer's Leases")** which will be assigned to the Seller at Closing. \$400,000 USD shall be paid by Buyer to Seller on or before January 7th, 2019, 5:00 pm MST (**"Closing"**). Funds shall be sent by certified or cashier's check or by wire transfer of immediately available funds to an account or accounts designated in writing by Seller.

2.3 **Assignment of Leases.** On or before January 5, 2019, Seller shall deliver to Buyer an assignment of the Leases to Buyer in the form of Assignment attached hereto as **Exhibit C** (the, **"Seller's Assignment"**). On or before January 5, 2019, Buyer shall deliver to Seller an assignment of the Leases to Seller in the form of Assignment attached hereto as **Exhibit D** (the, **"Buyer's Assignment"**).

2.4 **Retention of Equipment.** Seller is retaining the equipment listed on **Exhibit E** and which Seller is removing within **30** days following the Closing.

SECTION 3 DUE DILIGENCE

Following the execution of this Agreement, Seller shall provide Buyer with reasonable access to the Leases and to Seller's title, accounting, environmental and operating records, including property files related thereto, so that Buyer may confirm Seller's title to the Leases and that there are no adverse environmental conditions with respect to the Leases.

SECTION 4 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, on a several basis and as to itself only, as follows:

4.1 Organization and Standing. Seller is duly organized, validly existing and in good standing under the laws of its state of organization.

4.2 Authority. Seller has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement and the other documents and agreements contemplated hereby, and to perform its obligations under this Agreement and the other documents and agreements contemplated hereby. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, any provision of its governing documents or any agreement or instrument to which it is a party or by which it is bound or any judgment, decree, order, statute, rule or regulation applicable to Seller.

4.3 Validity. This Agreement, and all documents and instruments required hereunder to be executed and delivered by Seller at the Closing, constitute legal, valid and binding obligations of Seller in accordance with their respective terms, subject to applicable bankruptcy and other similar laws of general application with respect to creditors.

4.4 No Violation. The execution, delivery and performance of this Agreement and the transactions contemplated hereunder have been duly and validly authorized by all requisite authorizing action on the part of Seller.

4.5 No Bankruptcy. To the actual knowledge of seller, there are no bankruptcy or receivership proceedings pending or threatened against Seller.

4.6 Title. Seller warrants that it shall deliver to Buyer at the Closing a 84.50% net revenue interest in the Leases, and, in the Assignment, Seller shall warrant title to the Leases, by, through and under Seller (except for the Overriding Royalty Interest), but not otherwise. EXCEPT FOR THIS LIMITED WARRANTY, ALL OF THE LEASES SHALL BE ASSIGNED, TRANSFERRED AND ACCEPTED BY BUYER AS-IS, WHERE-IS, WITHOUT WARRANTY OF ANY NATURE, EITHER EXPRESSED, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE LEASES. BUYER ACCEPTS SAME ON AN AS-IS, WHERE-IS, BASIS, SUBJECT TO ALL OBVIOUS AND LATENT DEFECTS AND ALL RISKS INHERENT IN USING AND OPERATING SAME.

4.7 Brokers. Seller has not retained any brokers with respect to this Agreement and

agrees to indemnify Buyer against any claim by any third person for any commission, brokerage, finder's fee or any other payment based upon any agreement or understanding between such third person and Seller.

4.8 Taxes. All tax returns required to be filed by Seller with respect to the Leases have been timely filed with the appropriate governmental entity in all jurisdictions in which such tax returns are required to be filed, and all taxes due with respect to such tax returns have been paid.

4.9 Bonus and Rentals. Seller has paid all bonus and rentals due under the Leases.

4.10 Claims and Litigation. Seller has not received any written notice of any material claims with respect to any continuing or uncured breach, default or violation by Seller of any of the Leases or applicable law, which would adversely affect the ownership, operation or value of the Leases or the transactions contemplated by this Agreement.

4.11 Preferential Rights. Except for governmental consents and approvals of assignments that are customarily obtained after assignment, there are no preferential rights to purchase or consents to assignment (including third party and governmental preferential rights or consents) burdening the Leases.

4.12 Operations. Seller has conducted and is conducting operations upon the lands covered by the Leases, and Seller has not approved any authorization for expenditures for operations upon such lands.

4.13 No Breaches. To Seller's knowledge, neither Seller nor any other party to any Lease, Contract, surface right, permit or other obligation: (i) is in breach or default of or with the lapse of time or the giving of notice, or both, would be in breach or default of such Lease, Contract, surface right, permit or other obligation; or (ii) has given or threatened to give notice of any default under or made any inquiry into any possible default under, or action to alter, terminate, rescind or procure a judicial reformation of any Lease, Contract, surface right, permit or other obligation.

4.14 Compliance with Laws. To Seller's knowledge, with respect to Seller's ownership of the Leases, Seller is in compliance in all material respects with all laws, ordinances, rules, regulations, orders, decisions and decrees of governmental authorities that are applicable to the Leases.

4.15 Survivability. The foregoing representations and warranties of Seller shall survive the Closing for a period of one (1) year after the Closing Date.

SECTION 5 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as of the date hereof and the Closing Date that:

5.1 Organization and Standing. Buyer is BOP West, LLC, which is in good standing under the laws of the State of Ohio and duly qualified to carry on its business in the State of Kansas.

5.2 Authority. Buyer has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement and the other documents and agreements contemplated hereby, and to perform its obligations under this Agreement and the other documents and agreements contemplated hereby. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, any provision of Buyer's articles of organization and operating agreement(s) or governing documents, or any material agreement or instrument to which Buyer is a party or by which it is bound, or any judgment, decree, order, statute, rule or regulation applicable to Buyer.

5.3 Validity. This Agreement and all documents and instruments required hereunder to be executed and delivered by Buyer at the Closing, constitute legal, valid and binding obligations of Seller in accordance with their respective terms, subject to applicable bankruptcy and other similar laws of general application with respect to creditors.

5.4 No Violation. The execution, delivery and performance of this Agreement and the transactions contemplated hereunder have been duly and validly authorized by all requisite authorizing action on the part of Buyer.

5.5 No Bankruptcy. There are no bankruptcy, reorganization or receivership proceedings pending, being contemplated by, or to the actual knowledge of Buyer threatened against Buyer.

5.6 Securities Matters. Buyer acknowledges that the Leases may be deemed to be "securities" under the Securities Act of 1933, as amended, and certain applicable state securities or Blue Sky laws and that resale thereof may therefore be subject to the registration requirements of such acts. Buyer is acquiring the Leases for its own account, not with a view toward, nor for the sale in connection with, any distribution thereof, nor with the intention of distributing or selling any interests in the Leases in violation of the Securities Act of 1933 or any other applicable federal or state securities laws and regulations. In entering into this transaction Buyer has complied with all applicable federal and state securities laws and regulations.

5.7 Independent Investigation. Buyer is an experienced and knowledgeable investor, and is or has access to personnel who are experienced in the acquisitions and operations in the oil and gas business, is aware of its risks, and is capable of independently evaluating the merits and risks of the investment contemplated by this Agreement. Buyer has, or will have by the Closing, been afforded the opportunity to

examine the Leases. Buyer acknowledges that as to the Leases, Buyer is acquiring all of the risks associated with oil and gas industry operations.

5.8 Brokers. Buyer has not retained any brokers with respect to this Agreement and agrees to indemnify Seller against any claim by any third person for any commission, brokerage, finder's fee or any other payment based upon any agreement or understanding between such third person and Buyer.

5.9 Survivability. The foregoing representations and warranties of Buyer shall survive the Closing for a period of one (1) year after the Closing Date.

SECTION 6 CONDITIONS PRECEDENT TO CLOSING

6.1 Seller's Conditions to Closing. The obligations of Seller under this Agreement are subject to the fulfillment (unless waived in writing by Seller) of the following conditions precedent prior to or on the Closing:

- a) **Performance of Obligations.** Buyer shall have performed all material respects of all agreements and covenants required by this Agreement to be performed by Seller prior to or on the Closing Date.
- b) **Representations and Warranties.** The representations and warranties made by Buyer in this Agreement shall be true and correct at and as of the date of this Agreement and at and as of the Closing Date and with the same force and effect as though made on the Closing Date.
- c) **Pending Legal Action.** On the Closing Date, there shall be no pending or threatened third party claim, suit, action or other proceeding before any court or governmental agency seeking to obtain damages in connection with, or to restrain, prohibit, invalidate, or set aside, in whole or in part, the consummation of this Agreement or the transactions contemplated under this Agreement.

6.2 Buyer's Closing Conditions. The obligations of Buyer under this Agreement are subject to the fulfillment (unless waived in writing by Buyer) of the following conditions precedent prior to or on the Closing.

- a) **Performance of Obligations.** Seller shall have performed all material respects of all agreements and covenants required by this Agreement to be performed by Seller prior to or on the Closing Date.
- b) **Representations and Warranties.** The representations and warranties made by Seller as set forth in this Agreement shall be true and correct at and as of the date

of this Agreement and at and as of the Closing Date, and with the same force and effect as though made on the Closing Date.

- c) **Pending Legal Action.** On the Closing Date, there shall be no pending or threatened third party claim, suit, action or other proceeding before any court or governmental agency seeking to obtain damages in connection with, or to restrain, prohibit, invalidate, or set aside, in whole or in part, the consummation of this Agreement or the transactions contemplated under this Agreement.
- d) **Government Agency Approval Not a Condition.** It is expressly agreed by the Parties that any necessary Federal or State governmental agency approval or authorization for Buyer to receive assignment of the Leases shall not be a condition precedent to Buyer's obligations under this Agreement.

SECTION 7 CLOSING

7.1 **Closing Time and Place.** Unless the Parties agree in writing to close sooner, the Closing of the transactions contemplated by this Agreement shall occur at 10:00 a.m. MST on January 5th, 2019 at the offices of the_. The date on which Closing actually occurs is the "Closing Date."

7.2 **Seller's Obligations at Closing.** At the Closing:

- a) **Assignments.** At the Closing, Seller shall email to Buyer copies of the executed Seller's Assignments. Upon Seller's receipt of the \$400,000 and a copy of Buyer's Assignments, Seller shall overnight the original Seller's Assignments to Buyer.

7.3 **Buyer's Obligations at Closing.** At the Closing:

- a) **Payment of the Purchase Price.** At Closing, Buyer shall pay in cash or other good funds by cashier's check or Federal bank wire transfer of immediately available funds to an account or accounts designated in writing by Seller, the Purchase Price as provided in Section 2.2.
- b) **Assignments.** At the Closing Buyer shall email to Seller copies of the executed Buyer's Assignments and overnight the original Buyer's Assignments to Seller.

SECTION 8 POST CLOSING OBLIGATIONS

8.1 **Consents.** Seller shall use its best commercially reasonable efforts after the Closing to obtain timely approval of any consents from those Federal, State and other

agencies whose consent to assign the Leases is required. Buyer agrees to cooperate fully with Seller in obtaining such consents from the applicable Federal, State or other agencies.

SECTION 9 TERMINATION

9.1 Termination. This Agreement and the transactions contemplated hereby may be terminated at any time prior to the Closing Date by:

- a) The mutual written consent of the Parties.
- b) Seller, if any of Seller's conditions to Closing set forth in Section 6.1 have not been satisfied at or prior to Closing.
- c) Buyer, if any of Buyer's conditions to Closing set forth in Section 6.2 have not been satisfied at or prior to Closing.

9.2 Effect of Termination. If this Agreement is terminated as provided above, this Agreement shall become void and of no further force or effect and neither Party shall have any further obligation or liability to the other Party except as provided in this Agreement and except as to those provisions that survive Closing.

SECTION 10 DISPUTE RESOLUTION

Any dispute arising under or in connection with this Agreement or the subject matter hereof ("**Dispute**") shall first try to be resolved between the parties during the 30-day period following the date that the dispute first arose and each party was given notice of the dispute. If the parties are not able to resolve the dispute within the 30-day time period, then the dispute shall be referred to and resolved by binding arbitration in Brown County, Kansas, to be administered by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"). Arbitration shall be initiated within the applicable time limits set forth in this Agreement and not thereafter or if no time limit is given, within the time period allowed by the applicable statute of limitations, by one Party ("**Claimant**") giving written notice to the other Party ("**Respondent**") and to the Brown County Regional Office of the AAA, that the Claimant elects to refer the Dispute to arbitration. The Parties shall attempt to agree on a single arbitrator but in the event that they are unable to do so within thirty (30) days of the first letter by a Party proposing name(s) of potential arbitrators, then each Party shall choose within fifteen (15) days thereafter one arbitrator qualified to act as such under this Section and these two arbitrators shall choose a third within fifteen (15) days after their selection. All arbitrators must be neutral disinterested parties who have never been officers, directors or employees or attorneys of the Parties or any of their Affiliates, must have not less than ten (10) years' experience in the oil and gas industry, and must have a formal financial/accounting, petroleum engineering or legal education. The hearing shall be commenced within thirty (30) days after the selection of the arbitrator(s). The Parties and the arbitrators shall proceed diligently and in good faith in order that the arbitral award shall be made as promptly as possible. The interpretation, construction and effect of this Agreement shall be governed by the laws of the State of Kansas, and to the maximum extent allowed by law, in all arbitration proceedings the laws of Kansas shall be applied, without regard to any conflicts of laws principles. All statutes of limitation and of repose that would otherwise be applicable shall apply to any arbitration proceeding. The tribunal shall not have the authority to grant or award indirect or consequential damages, punitive damages, exemplary or special damages.

This Section 10 shall survive the Closing.

SECTION 11 MISCELLANEOUS

11.1 Further Assurances. The Parties agree that each shall use its reasonable efforts to take or cause to be taken all such actions that may be necessary to consummate and make effective the transactions contemplated by this Agreement.

11.2 Notices. All notices, demands, and other communications required or permitted

under this Agreement shall be in writing and delivered by email, facsimile transmission, air express service, or registered or certified mail. All notices, demands, and other communications by a Party under this Agreement shall be effective when received by the other party. Any Party may change the address and/or person to which notices, demands, and other communications are to be sent upon written notice to the other Party or Parties. Notices shall be sent to:

To SELLER:

Investment Equipment
Running Foxes Petroleum Inc.
Attn.: Steven A. Tedesco, President
14550 East Easter Ave., Ste 200
Centennial, CO 80112
Email: s.a.tedesco14@runningfoxes.com
Cell: 303.829.3041
Phone: 303.889.0510
Fax: 303.708.1861

To BUYER:

BOP West, LLC
Attn: Steven W. Sigler, President
P. O. Box 129
Wooster, Ohio 44691
Email: ssigler@buckeyeoilinc.com
Cell: 330-466-2852
Phone: 330-264-8847
Fax: 330-263-4222

11.3 Entire Agreement; Amendments. This Agreement, the documents to be executed hereunder, and the Exhibits and Schedules attached hereto constitute the entire agreement between the Parties concerning the subject matter referred to herein and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties concerning such subject matter. No supplement, amendment, alteration, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Parties hereto.

11.4 Expenses. Each Party shall be solely responsible for expenses incurred by it in connection with this Agreement and shall not be entitled to reimbursement by the other Party.

11.5 Governing Law. This Agreement, the Assignments and any other instruments executed in accordance with the Agreement shall be governed by and interpreted

according to the laws of the State of Kansas. Forum and venue shall be exclusively in Brown County, Kansas.

11.6 Waiver of Consequential. EACH PARTY HEREBY EXPRESSLY WAIVES, RELEASES AND DISCLAIMS ANY AND ALL RIGHTS TO RECOVER FROM THE OTHER PARTY ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR ANY BREACH OF OR FAILURE TO PERFORM UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, LOST SALES, INCOME, PROFIT, REVENUE, PRODUCTION, RESERVES OR OPPORTUNITY.

11.7 Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

11.8 Captions. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

11.9 Assignment of Agreement. Neither Party shall assign this Agreement or any part thereof without the prior written consent of the other Party, which consent shall not unreasonably be withheld, conditioned or delayed, and any assignment made without such consent shall be void. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

11.10 Counterparts. This Agreement may be executed in multiple original counterparts, all of which shall together constitute a single agreement and each of which, when executed, shall be binding for all purposes thereof on the executing Party and its successors and assigns.

11.11 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any materially adverse manner to either Party.

11.12 Not to be Construed Against Drafter. The Parties acknowledge that they have had an adequate opportunity to review each and every provision contained in this Agreement and to submit the same to legal counsel for review and comment. The Parties agree with each and every term contained in this Agreement. Based on the foregoing, the parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

11.13 No Third-Party Beneficiaries. This Agreement is not intended to confer any rights or remedies upon any person other than the Parties and their respective permitted successors and assigns.

11.14 Sales Taxes and Recording Fees. The Purchase Price provided for hereunder is net of any sales taxes or other taxes in connection with the sale of the Leases. BUYER shall be liable for any sales tax or other transfer tax, as well as any applicable conveyance, transfer and recording fees, and real estate transfer stamps or taxes imposed on the transfer of the Leases pursuant to this Agreement. BUYER shall indemnify and hold SELLER harmless with respect to the payment of any of those taxes including any interest or penalties assessed thereon.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

SELLER:

Running Foxes Petroleum Inc.

By:  _____

Steven A. Tedesco
Owner

BUYER:

BOP West, LLC

By:  _____

Steven W. Sigler
President

Exhibit "A"
Seller's Leases

To Assignment effective January 1st, 2019, from Running Foxes Petroleum Inc. to BOP, LLC

- A. Harlan Bailey and Virginia M. Bailey oil and gas lease in Section 5: SW; Section 7: E/2NE; E/2SE, and Section 8: NW/4, W/2SW, and NWSW, Township 1 South Range 15 East, Brown Co., KS, Book 456, pages 362-367;**
- B. Randy R. and Verde J. Herrmann oil and gas lease in Section 3: SW; and Section 4: SE, Township 1 South, Range 15 East, Brown County, KS, Book 329, Pages 906-907;**
- C. Charles R. Gruber and Jane E. Gruber oil and gas lease in Section 3: SE/4, NE/4, NWNW and E/2NW of Township 1 South, Range 15 East, Brown County, KS, Book 456, pages 384-387;**
- D. Samuel M. Roush and Janice L. Roush oil and gas lease in Section 10: E/2SW, and Section 13: NW and N/2SW, Township 1 South, range 15 East, Brown County, KS, Book 455, pages 482-485.**

Exhibit "B"

Buyer's Leases

LEASE NUMBER	DATE	TERM	EXPIRATION	ACREAGE	DESCRIPTION	TWP.	RANGE	COUNTY
Gary Wennihan	6/25/15	5 years	6/25/2020	70	SE4 of S9 & NE4 of S16	63N	40W	Atchison
Gary Wennihan	6/25/15	5 years	6/25/2020	123.1	W2NE4 & SE4NW4 of S17	63N	40W	Atchison
Debra Johnson	7/10/15	5 years	7/10/2020	85.38	N2SW4 of S9	63N	40W	Atchison
Mary Graves	12/23/15	5 years	12/23/2020	61.47	SW4SW4 of S17 & SE4 of S18	63N	40W	Atchison
Marilyn Graves	12/18/15	5 years	12/18/2020	240.54	E2SW4; W2SE4 & NE4SE4 of S8	63N	40W	Atchison
Howard Geib	1/5/16	5 years	1/7/2021	76	W2SW4 of S8	63N	40W	Atchison
Norman Barnes	1/8/16	3 years	1/8/2019	81.6	NW4SW4 & SW4NW4 of S17	63N	40W	Atchison
Michael Krutz	7/9/15	5 years	7/9/2020	69.2	E2NE4 of S20	63N	40W	Holt
Doris Christen	8/20/15	5 years	8/20/2020	176.3	W2NW4NW4 of S28; W2 of S21; & E2SE4 of S20	63N	40W	Holt
Glen Guhde	9/3/15	5 years	9/3/2020	72	SW4NW4, E2SW4 & SE4SW4 of 20; N2NE4 & S2NE4 of S19	63N	40W	Holt
Erma Lawrence	10/2/15	5 years	10/2/2020	80	NE4NW4 & NW4NE4 of S22	63N	40W	Holt
Binder Family GST Trust	7/27/18	5 years	7/27/2020	81	NW4NE4 & NE4NW4 of S20	63N	40W	Holt
Philip Graves	12/13/15	5 years	12/13/2020	185.08	SE4 of S19	63N	40W	Holt
Cameron Pope	12/29/15	5 yrs.	12/29/2020	85.7	NE4NW4NE4 & N2NW4NW4 NE4 of S18	63N	40W	Holt
Alpha Snider	12/29/15	5 years	12/29/2020	E2 of S18	63N	40W	Atchison	99

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Gary Wennihan	6/25/15	5 years	6/25/2020	10.05	E2NE4 of S20	63N	40W	Holt
Gary & Greg Wennihan	6/25/15	5 years	6/25/2020	248.6	SE4SE4 of S17 & SW4SW4 of S16	63N	40W	Holt
Pope Family Trust	12/29/15	5 years	12/29/2020	17.5	S2NE4 & S2NE4 of S19	63N	40W	422

Exhibit "E"

Seller's Well list

T-R-S	Well	API	Status	RFP Working Interest
T1S R15E, Sec 10, N2 SW SE NW	Bailey 1	15-013-20016 (Brown)	OIL Producing	100%
T1S R15E, Sec. 3, S2 SW NE NW	Gruber 3-3C	15-013-20036 (Brown)	OIL Producing	100%
T1S R15E, Sec. 3, S2 SE NE NW	Gruber 3-3D	15-013-20042 (Brown)	OIL Producing	100%
T1S R15E, Sec. 3, SW NW SW NE	GRUBER 7-3B-3	15-013-20053 (Brown)	OIL Producing	25%
T1S R15E, Sec. 3, NW SW SW	Herrmann 13-3B	15-013-20043 (Brown)	OIL Producing	25%
T1S R15E, Sec. 4, SE SE SE	Herrmann 16-4D	15-013-20040 (Brown)	OIL Producing	100%
T1S R15E, Sec. 4, E2 NE SE	Herrmann 9-4	15-013-20039 (Brown)	OIL Producing	100%
T1S R15E, Sec. 4, NW SW NE SE	Herrmann 9-4B	15-013-20045 (Brown)	OIL Producing	25%
T1S R15E, Sec. 4, NW NW NE SE	Herrmann 9-4B-2	15-013-20052 (Brown)	OIL Producing	100%
T1S R15E, Sec. 4, NW NE SE SE	Livingood 3 OWWO	15-013-19001- 0001 (Brown)	OIL Producing	100%
T1S R15E, Sec. 3, S2 NW SW	Randolph J-1 (J Livengood 1)	15-013-20008	OIL Producing	100%
T1S R15E, Sec. 10, SE NW NE SW	Roush 11-10	15-013-20035 (Brown)	OIL Inactive Well	100%
T1S R15E, Sec. 3, NE NW SW	RANDOLPH E-9	15-013-20020- 0003 (Brown)	SWD Authorized Injection Well	100%
T1S R15E, Sec. 3, NW NW SW	Randolph E-4	15-013-20010- 0004	SWD Authorized Injection Well	100%

Exhibit F

Seller's Equipment List

Lease Name	Well No.	API Number	Equipment	Electrical (Variable Drive)	Downhole Pump	Rods	Tubing	Gun Barrel	Tanks
BAILEY	1	15-013-20016-0000	No	No	2" Insert Pump	3/4" Rods	2-7/8" Tubing	210 BBL	3 - 200 BBL
GRUBER	3-3C	15-013-20036-0000	Shores 160	Standard Disconnect	3-3/4" Insert Pump	3/4" Rods	2-7/8" Tubing	210 BBL	4 - 200 BBL
GRUBER	3-3D	15-013-20042-0000	No	Standard Disconnect	Submersible Pump	3/4" Rods	2-7/8" Tubing	Shared w/ Gruber 3-3C	
GRUBER	7-3B-3	15-013-20053-0000	Shores 160	Variable Drive	2-3/4" Insert Pump	3/4" Rods	2-7/8" Tubing	210 BBL	2 - 200 BBL
HERRMANN	13-3B	15-013-20043-0000	Legrand 160	Standard Disconnect	1-1/2" Insert Pump	3/4" Rods	2-7/8" Tubing	210 BBL	3 - 200 BBL
HERRMANN	16-4D	15-013-20040-0000	Ideco 80	Standard Disconnect	1-1/2" Insert Pump	3/4" Rods	2-3/8" Tubing	210 BBL	3 - 200 BBL
HERRMANN	9-4	15-013-20039-0000	Parkerburg 114	Standard Disconnect	1-1/2" Insert Pump	3/4" Rods	2-3/8" Tubing	Shared w/ Herrmann 16-4D	
HERRMANN	9-4B	15-013-20045-0000	Lufkin 80	Variable Drive	1-1/2" Insert Pump	3/4" Rods	2-7/8" Tubing	210 BBL	3 - 200 BBL
HERRMANN	9-4B-2	15-013-20052-0000	Jenson 114	Standard Disconnect	1-1/2" Insert Pump	3/4" Rods	2-3/8" Tubing	210 BBL	3 - 200 BBL
LIVENGOD	1	15-013-20008-0000	Century 160	Standard Disconnect	1-1/2" Insert Pump	3/4" Rods	2-7/8" Tubing	210 BBL	2 - 200 BBL
LIVENGOD	3 OWWO	15-013-19001-0001	Jenson 80	Variable Drive	1-1/2" Insert Pump	3/4" Rods	2-3/8" Tubing	Shared w/ Herrmann 16-4D	
RANDOLPH	E-4	15-013-20010-0004	No					None (SWD)	
RANDOLPH	E-9	15-013-20020-0003	No					None (SWD)	
RANDOLPH	J-1	15-013-20008-0000	No						
ROUSH	11-10	15-013-20035-0000	No	No	No	No	No	None	

Exhibit "G"

Equipment Retention List

1 - 2004 Freightliner Water Truck
2 - 500 BBL Frack Tanks
1- 2010 Load Runner Trailer
1 - 5X6 Gardner Denver Mud Pump
1- Spool of Electrical Wire
89 joints - 2-7/8" tubing
124 joints - 5-1/2" casing

Exhibit "C"
Seller's Assignment

ASSIGNMENT OF LEASES

State: Kansas

County: Brown

Assignor: RUNNING FOXES PETROLEUM INC. 14550 East Easter Ave., Ste 200,
Centennial, CO 80015

Assignees: BOP-West

Effective Date: January 1st, 2019

For adequate consideration, Assignor, named above, sells, transfers, conveys and quit claims to Assignees, named above, all of Assignor's rights, title and interest in those leases described in Exhibit "A". This Assignment includes all personal property, leases and equipment located on or under the Leases as specified in the Purchase and Sale Agreement dated January 1, 2019.

This Assignment is executed by the Assignor as of the date of acknowledgment of Assignor's signature, but shall be effective as of the Effective Date stated above.

Assignor

Running Foxes Petroleum Inc.

By: Steven A. Tedesco, Owner

Assignees

STATE OF COLORADO

COUNTY OF ARAPAHOE:

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Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____ 2019, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My commission expires _____

BOP West

By: Steven Sigler, President

STATE OF OHIO

COUNTY OF _____:

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____ 2019, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My commission expires _____

Exhibit "D"
Buyer's Assignment

ASSIGNMENT OF LEASES

State: Missouri

Counties: Atchison and Holt

Assignor: BOP-West

Assignees: RUNNING FOXES PETROLEUM INC. 14550 East Easter Ave., Ste 200,
Centennial, CO 80015

Effective Date: January 1st, 2019

For adequate consideration, Assignor, named above, sells, transfers, conveys and quit claims to Assignees, named above, all of Assignor's rights, title and interest in those leases described in Exhibit "A". This Assignment includes all personal property, leases and equipment located on or under the Leases as specified in the Purchase and Sale Agreement dated January 1, 2019.

This Assignment is executed by the Assignor as of the date of acknowledgment of Assignor's signature, but shall be effective as of the Effective Date stated above.

Assignor

BOP - West

By: Steve Sigler, President

Assignor

A STATE OF OHIO

COUNTY OF _____:

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____ 2019, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and

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voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My commission expires _____

Running Foxes Petroleum Inc.

By: Steven A. Tedesco, Owner

Assignee

STATE OF COLORADO

COUNTY OF ARAPAHOE:

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____ 2019, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My commission expires _____