DEBT REDUCTION AND SHARE PROPERTY TRANSFER AGREEMENT

THIS AGREEMENT is made as of the 15th day of November, 2019

BETWEEN:

SUMMUS SOLUTIONS N.V., ("**Summus**") a Dutch corporation, having an office at Suite F - 1500 West 16th Avenue, Vancouver, BC V6J 2L6 Canada

(hereinafter called the "**Vendor**")

AND

ZNX ENERGY LTD., an Alberta corporation with an administrative office at Suite F - 1500 West 16th Avenue, Vancouver, BC V6J 2L6

(hereinafter called "**ZNX**")

AND

STRIKEWELL ENERGY CORP., ("**Strikewell Energy**") a British Columbia corporation, having an office at Suite F - 1500 West 16th Avenue, Vancouver, BC V6J 2L6 Canada and its subsidiary **STRIKEWELL CAPITAL CORP.** ("**Strikewell Capital**"), an Alberta corporation with an administrative office at Suite F - 1500 West 16th Avenue, Vancouver, BC V6J 2L6

(hereinafter called the "**Purchaser**")

WHEREAS:

A. ZNX is the wholly owned subsidiary of the Vendor and operator of the Assets;

B. The Vendor is indebted to the Purchaser in the sum of approximately $338,959 (subject to closing adjustments), as at October 31, 2019 (the "**Debt**") from unpaid revenue less operating expenses;

C. The Purchaser wishes to acquire from the Vendor and the Vendor wishes to sell to the Purchaser, 100% of the shares of ZNX including all the Assets on the terms and conditions set forth herein in partial settlement of the Debt;

D. Lab One Consulting Corp. has prepared the Valuation to indicate the value of the Assets.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by the Purchaser and the Vendor, the Parties covenant and agree with each other as follows:

1. DEFINITIONS

In this Agreement (including the recitals hereto, this Clause and each schedule) the words and phrases defined in the Property Transfer Procedure shall apply and, in addition the words and phrases set forth below shall have the meanings ascribed thereto below, namely:

(a) "**Assets**" means the 10% working interest in the Assets and Leases described on **Error! Reference source not found.** attached hereto.

(b) "**Closing Date**" means the later of 2:00 pm on the date which is two business days after receipt by Vendor of Exchange approval and satisfaction of the respective conditions precedent to closing for the benefit of each party, effective as at the Effective Date (the "**Closing**").

(c) "**Effective Date**" means 8:00 am on the 31st day of October 2019.

(d) "**Exchange**" means the TSX Venture Exchange.

(e) "**Operating Documents**" means those documents respecting the operations and title to the Assets.

(f) "**Permitted Encumbrances**" means the encumbrances and charges registered or having a charge on the Assets, a list of which has been delivered to the Purchaser.

(g) "**Shares**" means the outstanding share capital of ZNX.

(h) "**Valuation**" means an evaluation of the fair market value of the Assets as at July 31, 2019 prepared by Lab One Consulting Corp.

2. INTERPRETATION

The following schedules are attached hereto and made part of this Agreement:

(a) Schedule A which is the Land Schedule and identifies the Assets.

3. PURCHASE AND SALE

(a) Subject to the terms hereof, the Purchaser agrees to purchase 100% of the shares of ZNX including all the Assets from the Vendor and the Vendor agrees to sell and convey 100% of the Shares of ZNX which owns all the Assets to the Purchaser on the Closing Date, for an aggregate purchase price of C$195,000 (the "**Purchase Price**"), to have and hold absolutely, subject to the Permitted Encumbrances and the Operating Documents, and the terms of this Agreement.

(b) The Purchase Price shall be paid and satisfied at Closing, by way of a reduction of the Debt owing by C$195,000.

(c) The Purchaser acknowledges and agrees that ZNX is and will remain the operator of the Assets, and that the Assets comprise an 10% working interest in the Garrington Property, encompassing an area of 640 acres with one producing Pekisko oil well, the Garrington 06-06-035-02W5.

(d) The Purchaser acknowledges that the Assets are subject to the Operating Documents and where required, agrees to execute documentation to evidence its agreement to be bound by the terms of the Operating Documents.

(e) The Purchaser will be the indirect owner of ZNX's income from the Assets from the Effective Date.

(f) The Purchaser acknowledges that effective immediately prior to the Closing, any amounts owing by the Vendor to ZNX will be forgiven, such that such inter-corporate loans from ZNX to the Vendor will not be an asset of ZNX as at the Closing.

4. REPRESENTATIONS OF VENDOR

The Vendor represents and warrants to the Purchaser that:

(a) Assets - The Assets are listed in Schedule A hereto.

(b) Shares – Schedule B hereto contains the representations and warranties that the Vendor has made to the Purchaser with respect to ZNX and its Shares;

(c) Warranty of Title - The Vendor does not warrant its title to the Assets but warrants that the Assets are free and clear of any liens, charges, encumbrances, options rights of first refusal, overriding royalties (except a 7% overriding royalty held by NAL Resources Limited.), net profits, interests or other burdens created by, through and under the Vendor, saving and excepting only the Permitted Encumbrances disclosed on Schedule A;

(d) Sufficiency and Condition of Assets - Vendor represents that ZNX owns or leases or licenses all Assets, including all rights and property, necessary to conduct the operations on the Assets and will not lose ownership of or the right to use any Assets solely as a result of the completion of the transactions contemplated herein. All currently operating equipment currently working the Assets are in good operating condition and repair having regard to their use and age, subject to reasonable wear and tear;

(e) Authorizations - Vendor represents that ZNX has acquired all material licenses, registrations, authorizations, permits, approvals and consents necessary to carry on the oil and gas extraction as carried on by it and own the Assets and all such licenses, registrations, authorizations, permits, approvals and consents are in good standing;

(f) No Breach of Material Contracts - Vendor has caused ZNX to perform in all material respects all of its obligations required to be performed by it and is entitled to all benefits under, and is not alleged to be in default of, any Operating Document. Each Operating Document is in full force and effect, and, to the Vendor's knowledge, there exists no default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default under any Operating Document;

(g) Payment of Royalties and Taxes - To the knowledge of the Vendor, other than as disclosed to the Purchaser, all royalties and all *ad valorem*, property, production, severance and similar taxes and assessments based on, or measured by, ZNX's ownership of the Assets, the production of petroleum substances from the Assets or the receipt of proceeds therefrom that are payable by Vendor and which accrued prior to the Effective Date have been properly and fully paid and discharged in the manner and at the time prescribed by the Leases and the applicable Laws;

(h) No Reduction - ZNX's interest in the Assets is not subject to reduction by payout of a well or otherwise, or subject to modification in size or nature by virtue of any right or interest granted by, through or under Vendor except for the Permitted Encumbrances;

(i) Except for the usual operating expenses incurred in normal operations, there are no outstanding authorizations for expenditure or outstanding financial commitments respecting the Assets, pursuant to which expenditures are or may be required by the Purchaser, ZNX or Vendor or in respect of which any amount is outstanding, other than as set forth in Schedule A attached hereto;

(j) Maintenance of Petroleum and Natural Gas Rights -

(i) in those cases where ZNX is operator, ZNX has maintained the petroleum and natural gas rights in accordance with good oil field practice and in material compliance with the requirements of all applicable Laws; and

(ii) in those cases where ZNX is not the operator, to the best of the Vendor's knowledge the operator has maintained the petroleum and natural gas rights in accordance with good oil field practice and in material compliance with the requirements of all applicable Laws;

(k) Environmental Notices and Compliance -

(i) Neither ZNX nor Vendor has received any notice pursuant to any environmental Laws to the effect that there has been, in the course of operations on the Assets, any non-compliance with any such environmental laws;

(ii) Neither ZNX nor Vendor has entered into any agreement with any governmental agency and, to the best of the Vendor's knowledge, it is not subject to any agreements, consent orders, decrees, judgments, license or permit conditions, or other directive of any governmental agency, that requires any remedial action in order to comply with any environmental Laws; and

(iii) Neither ZNX nor Vendor has received notice of any actions, suits, claims, notices, orders or proceedings in respect of matters relating to the environment seeking money, damages, injunctive relief, remedial actions, penalties, cost recovery or other remedy pending or threatened against or with respect to the Assets or against Vendor with respect to the Assets;

(l) Sale Agreements - the Assets are not subject to any agreement for the sale of petroleum substances therefrom that has not been disclosed to the Purchaser which cannot be terminated by notice of 30 days or less to the purchaser thereof.

5. REPRESENTATIONS AND COVENANTS OF PURCHASER

The Purchaser represents and warrants to the Vendor that:

(a) the Purchaser has not conveyed, transferred or assigned any portion of the Debt to any third party, and has full right, power and authority to enter into this Agreement and to accept the Assets in partial satisfaction of the Debt;

(b) no third party has any right to payment of all or any portion of the Debt; and

(c) upon transfer of 100% of the shares of ZNX including all the Assets, the amount owing by Vendor to Purchaser under the Debt as of October 31, 2019 will be approximately $143,959, subject to closing adjustments (the "**Net Balance**").

(d) All revenues received and costs incurred by ZNX between November 1, 2019 and the Closing will be captured in the Closing adjustments and will accrue to the Purchaser.

(e) There will be no interest charged on the Net Balance owing from November 1, 2019 to December 31, 2019.

(f) If the Net Balance is not paid by the Vendor to the Purchaser by December 31, 2019, commencing on January 1, 2020 the Net Balance will accrue interest at the rate of 10% per annum, compounding monthly until June 30, 2020.

(g) If the Net Balance including accrued interest is not paid on or before June 30, 2020, commencing July 1, 2020 the interest rate on the Net Balance and accrued interest owing will increase to 25% per annum, compounding monthly until it is paid in its entirety and is due in full on September 30, 2020.

(h) The Net Balance and accrued interest owing can be paid by Summus at any time without penalty.

6. VENDOR'S CLOSING CONDITIONS

In addition to the conditions provided in the Property Transfer Procedure, the following are conditions to the Closing of the purchase herein, for the benefit of the Vendor, which may be waived at the discretion of the Vendor:

(a) the Vendor shall have received all necessary regulatory approvals for the transfer, including without limitation the approval of the Exchange;

(b) if required by the Exchange, the shareholders of the Vendor will have approved of the transfer of 100% of the shares of ZNX including all the Assets; and

(c) any consents, rights of first refusal or other restrictions on the transfer, sale or assignment of 100% of the shares of ZNX including all the Assets shall have been waived or complied with.

7. PURCHASER'S CLOSING CONDITIONS

In addition to the conditions provided in the Property Transfer Procedure, the following are conditions to the Closing of the purchase herein, for the benefit of the Purchaser, which may be waived at the discretion of the Purchaser:

(a) the Purchaser shall have received a satisfactory title opinion from its legal counsel;

(b) the Purchaser shall have had the opportunity to review, and shall be satisfied with, all agreements relating to transfer of the shares of ZNX and the Assets;

(c) there shall be no claims or proceedings threatened or pending involving the Vendor in connection with the transfer of the shares of ZNX and the Assets which claims or proceedings in the aggregate would, in the opinion of the Purchaser, have a material adverse effect on the Assets;

(d) there will have been no material adverse change to the Assets from their physical condition as at date of the Valuation, other than normal depletion and wear and tear; and

(e) the Vendor's representations regarding the Shares, ZNX and the Assets shall be true and accurate as at the date of Closing.

8. GENERAL

(a) The Vendor and the Purchaser will sign all other documents and do all other things reasonably necessary to carry out this Agreement.

(b) The provisions contained in this Agreement constitute the entire agreement between the parties and supersede all previous understandings, communications, representations, and agreements, whether written or verbal, between the parties regarding the subject matter of this Agreement.

(c) This Agreement will be governed by and construed in accordance with the laws of British Columbia exclusively. Each party irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia, Judicial District of Vancouver, with respect to any legal proceedings arising herefrom.

(d) All dollar amounts referred to in this Agreement are expressed in Canadian currency, unless otherwise indicated.

(e) This Agreement will enure to the benefit of and be binding on each of the parties and their respective heirs, executors, administrators, successors, and assigns.

(f) This Agreement may be executed in counterpart and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format ("**.pdf**"), shall be equally effective as delivery of a manually executed counterpart hereof. The Parties acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

IN WITNESS WHEREOF the Parties have duly executed this Agreement in accordance with their respective requirements therefore, as of the date first above written.

SUMMUS SOLUTIONS N.V.

Per: *"Urs Meisterhans"*
Director and CEO

STRIKEWELL ENERGY CORP.

Per: *"David Hislop"*
Director and CEO

SCHEDULE A

[Attached to and forming part of the Agreement of Purchase and Sale between **SUMMUS SOLUTIONS N.V**. ("Vendor") and **ZNX ENERGY LTD.** and **STRIKEWELL ENERGY CORP** and **STRIKEWELL CAPITAL CORP.** ("Purchaser") made the 15th day of November, 2019]

10% Working Interest in the following:

LANDS,
PETROLEUM AND NATURAL GAS RIGHTS,
BURDENS, WELLS, FACILITIES
AND SURFACE INTERESTS

ASSETS

Land

Agreement	Agreement Date	Legal Description	Rights	DOI	Encumbrance
Overriding Royalty Agreement	22-May-01	35-2W5M; SW6 35-2W5M; N&SE6	All PNG from Base Viking to Base Pekisko All PNG from Surface to Base Pekisko	90%	GOR of 7% on 100% of PNG
JOA	17-Sep-04	35-2W5M; SW6 35-2W5M; N&SE6 6-35-34-3W5M	All PNG from base Viking to Base Pekisko All PNG from Surface to Base Pekisko 6-35 Compressor Rental	90% 50%	Cr LOR
JOA	15-Sep-66	35-2W5M; SW6	All PNG from Surface to Base Viking	67.50%	Cr LOR ROFR

Crown Lease	Lease Date	Legal Description	Rights	DOI	Encumbrance
0478090013	14-Sep-78	35-2W5M; SW6	All PNG from Surface to Base Viking	67.50%	Cr LOR
0496100093	3-Oct-96	35-2W5M; SW6 35-2W5M; N&SE6	All PNG from Base Viking to Base Pekisko All PNG from Surface to Base Pekisko	90%	Cr LOR

Wellbore

100/06-06-035-02W5/02

Facilities

6-35-34-3W5M	6-35 Compressor (Rental Unit)	50%	

SCHEDULE B

[Attached to and forming part of the Agreement of Purchase and Sale between **SUMMUS SOLUTIONS N.V**. ("Vendor") and **ZNX ENERGY LTD.** and **STRIKEWELL ENERGY CORP** and **STRIKEWELL CAPITAL CORP.** ("Purchaser") made the 15th day of November, 2019]

REPRESENTATIONS OF THE VENDOR REGARDING ZNX

Corporate and Share Representations

(a) ZNX is a private company incorporated and organized under the law of Alberta and is in good standing with the Office of the Registrar of Companies of Alberta.

(b) The authorized capital of ZNX is unlimited common shares without par value per share, of which the Vendor owns the only shares issued and outstanding.

(c) The Vendor owns the Shares as legal and beneficial owner, free and clear of all liens, claims, charges and encumbrances.

(d) The Vendor has the right and authority to enter into this Agreement and to transfer the ownership of all Shares to the Purchaser, free and clear of all liens, claims, charges and encumbrances.

(e) No person or corporation has any agreement, option or right to purchase or otherwise acquire the Vendor's Shares or any of the unissued shares in the capital of ZNX, except as set out under this Agreement.

(f) The minute book of ZNX contains true and complete copies of the articles, registers of directors and officers, central securities register, resolutions and minutes of meeting of the shareholders and directors of ZNX; all material financial transactions of ZNX have been recorded in the books and records of ZNX in accordance with good business practice and such books and records fairly reflect in all material respects the assets, liabilities and financial condition of ZNX as of the date hereof and the Closing Date.

Financial and Tax Representations

(a) The financial history and records that the Vendor has provided to the Purchaser are true and correct in every material respect and present fairly the assets, liabilities and financial position of ZNX up to the Closing Date. The financial statements of ZNX for the period ending October 31, 2019 delivered to the Purchaser (the "Financial Statements"), have been prepared in accordance with Canadian Accounting Standards for Private Enterprises as recommended by the Canadian Institute of Chartered Accountants and contained in the "CICA Handbook", and, in the absence of a specific recommendation, such accounting practices as are generally accepted in Canada for businesses similar to ZNX, applied on a basis consistent with previous fiscal years, and are true, correct and complete in all material respects and present fairly the assets, liabilities and financial condition of ZNX as at the date thereof; there are no material adverse changes to the revenues or

expenses of ZNX for the fiscal year ended June 30, 2019, “material” being a difference of 5% or more.

(b) There are no liabilities of ZNX except as disclosed in the Financial Statements, except those incurred in the ordinary course of business from the execution of this Agreement until Closing.

(c) ZNX is not indebted to the Vendor or any affiliate or employee of ZNX except as has been disclosed to the Purchaser in writing.

(d) Neither the Vendor nor any affiliate or employee of ZNX are now indebted or under obligation to ZNX on any account, except debt that the Vendor owes to ZNX which will be forgiven immediately prior to the Closing.

(e) All tax returns and reports of ZNX required by law to be filed up to June 30, 2018 have been filed and are true, complete and correct. All taxes and other government charges have been paid or accrued and there will be no unpaid taxes or government charges in respect of the period ending June 30, 2019.

(f) ZNX has been assessed for federal and provincial taxes for all years to and including the fiscal year ending 2018 and has been assessed with respect to the applicable corporate tax return for the year ended 2018.

Property and Contractual Representations

(a) ZNX’s tradenames, website, social media site and all other intellectual property do not infringe on the intellectual property of any other person.

(b) The licenses and permits of ZNX are all in good standing and in full force and effect and the Vendor is not aware of any default by ZNX to any of the licenses and permits.

(c) All employment contracts of ZNX and the details of employment, including the positions, start dates, work hours, vacation entitlement, wages and salary and benefits of all the employees and contractors of ZNX and such information was delivered in writing to the Purchaser and is complete and accurate, and neither ZNX nor the Vendor have given any verbal or written promises or made any commitments to any of the Employees or contractors that would change that information. There are no employees of ZNX on maternity, paternity, disability, workers’ compensation leave or any other leave of absence from the Business; ZNX has paid all workers’ compensation assessments owed, is in compliance with all occupational health and safety regulations, and there are no outstanding or anticipated claims or levies by any workers’ compensation authority.

(d) ZNX has paid or remitted all employer contributions relating to the employees of ZNX for Employment Insurance and Canada Pension Plan or the equivalent in the US; there are no outstanding or anticipated claims or levies under employment standards legislation; ZNX is in compliance with all occupational health, food services health and safety legislation and there are no pending or threatened charges against ZNX or the Assets under occupational health, food services health or other safety regulations.

General Vendor Representations

(a) ZNX is not in breach of any law, plan, or permit to which applies to it. There is no basis for and there is no action, judgment, investigation or proceeding that is outstanding or pending or to the knowledge of the Vendor that is threatened against or affecting ZNX. The Vendor is not aware of any action, suit, litigation, arbitration proceeding, governmental proceeding, investigation or claim, including appeals and applications for review, in progress, threatened or pending against, or relating to ZNX, the Shares, or affecting the Assets or the Shares, and there is no judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator outstanding against ZNX;

(b) ZNX has not experienced nor is it or the Vendor aware of any occurrence or event which has had, or might reasonably be expected to have, a materially adverse effect on the Assets or the results of its operations.

(c) Neither the making of this Agreement, the completion of the transaction, nor the performance of or compliance with its terms will violate any agreement to which the Vendor or ZNX is a party.

(d) ZNX maintains insurance against loss or damage to its assets and with respect to public liability as is reasonably prudent for a Company in the oil and gas business.