

EXHIBIT "C"
NON-COMPETE and NON-SOLICITATION

As a condition of and in consideration of employment by BOP Acquisition, LLC (the "Company"), which employment has not yet commenced, Justin Lohr, the prospective employee, agrees as follows:

- 1) Between the date of this agreement and the date that is two (2) years after the last date of Justin Lohr's employment with the Company, Justin Lohr's will not:

(a) directly or indirectly, on his own behalf or on behalf of anyone else or any entity as an officer, director, proprietor, full-time, part-time, or contract employee, partner, consultant, advisor, agent, sales representative of, or otherwise, engage in business activity which is competitive with the Company as follows:

(i) By engaging in the business of oil and gas land and/or title services.

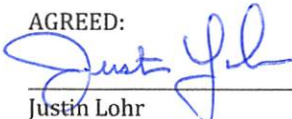
(ii) The parties recognize that BOP Acquisition, LLC is involved in the land service sector of the oil and gas industry and does business throughout the tri-state area (PA, OH, WV). This provision shall apply to any project and any area worked by the employee of BOP Acquisition, LLC and extend to any project or area in which employee was privy to or could access project information.

(b) directly or indirectly solicit or encourage any Company employee to perform services on behalf of a person or entity other than the Company.

Justin Lohr specifically agrees that their obligations under this paragraph shall have equal force whether they terminate their employment or the Company terminates their employment.

- 2) Justin Lohr acknowledges that the Company will be irreparably harmed should they breach the promises contained in paragraph 1, and therefore agrees that the Company shall be entitled to seek an injunction against any breach of those promises.
- 3) Justin Lohr acknowledges that an injunction against their breach of the promises contained in paragraph 1 would not prevent them from earning a livelihood, in light of his skills and experience and that fact that he has significant professional experience.
- 4) The Company may assign its rights under this agreement to any entity acquiring the business or assets from Company.
- 5) Justin Lohr remains an at-will employee, and either the Company or Justin Lohr can terminate the employment at any time, for any reason. Justin Lohr specifically agrees that nothing in this agreement constitutes an employment contract that changes the nature of Justin Lohr's employment from at-will.
- 6) The parties agree that any dispute under this agreement shall be litigated in the Court of Common Pleas of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania, and the parties consent to the jurisdiction of those courts. The law governing this agreement shall be the law of the Commonwealth of Pennsylvania, without regard to its choice of law provisions.

AGREED:


Justin Lohr

12/18/17
Dated