

Renaissance Announces Binding Agreement to Acquire Option for 50% Interest in 2.45 Million Acres in Botswana, Participating in the Opening of the Kavango Sedimentary Basin

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VANCOUVER, June 16, 2020 - [Renaissance Oil Corp.](#) ("Renaissance" or the "Company") (TSX-V: ROE) (OTCQB: RNSFF) is pleased to announce that it has entered into a binding letter agreement (the "Letter Agreement") to acquire an option for a 50% working interest, in all rights from surface to basement, in a large Petroleum Licence, comprising 2.45 million acres in the Kavango sedimentary basin, in Botswana, Africa (the "Licence").

Due to political and regulatory changes in Mexico, the Board of Directors of Renaissance has determined that until government policies become more favorable, it is in the best interest of shareholders for management to diversify the Company's interests outside of Mexico. The Company will maintain its existing, high potential assets, within Mexico.

Pursuant to the Letter Agreement, a private company controlled by Mr. Steinke, CEO of Renaissance, has agreed to assign its interest in a farm-out option agreement (the "Option Agreement") with a subsidiary of Reconnaissance Energy Africa Ltd. (TSXV: RECO) ("ReconAfrica"), for C\$100,000 cash and the issuance of 30 million common shares of the Company at a deemed price of \$0.04 per share (using the 30 day volume weighted trading average) for an aggregate purchase price of C\$1.3 million.

The Option Agreement will provide Renaissance with the option to acquire a 50% working interest in the Licence, exercisable at any time for up to a period of 36 months upon: (i) payment of C\$1 M, if exercised within 18 months, or C\$1.5 M if exercised after 18 months; and (ii) the approval of the Botswana Department of Mines and Ministry of Mineral Resources, Green Technology and Energy Security.

"The option will provide Renaissance with an important and potentially high impact oil and gas play, through the opening of the Kavango basin, a previously unrecognized, deep sedimentary basin in northwestern Botswana and northeastern Namibia. Botswana is considered a stable, industry friendly jurisdiction which offers some of the most attractive fiscal terms worldwide. This low cost three year option provides excellent value for Renaissance shareholders," said Ian Telfer, director of Renaissance.

The Botswana Petroleum Licence

The key terms of Licence are as follows:

- A 100% working interest in all petroleum rights from surface to basement covering 2.45 million acres in northwestern Botswana. The deep Kavango Basin offers both large scale conventional and non-conventional play types.
- An initial 4-year exploration period, with renewals up to an additional 10 years, in accordance with the Botswana Petroleum (Exploration and Production) Act.
- Upon declaration of commercial production, the licence holder(s) have the right to enter into a 25-year production licence with a 20-year renewal period, in accordance with the Botswana Petroleum (Exploration and Production) Act.

Royalties associated with the production licence will be subject to negotiation, in accordance with the Botswana Petroleum (Exploration and Production) Act, and generally range from 3 to 10% of gross revenue

from production.

By the terms of the Licence the operator, ReconAfrica, is committed to a minimum work program of US\$432,000 over the first 4-year exploration period.

The Letter Agreement

The proposed assignment of the Option Agreement (the "Proposed Transaction") is not an "arms-length transaction" and therefore constitutes a "reviewable transaction" pursuant to the policies of the TSXV Exchange (the "Exchange"). The Proposed Transaction is subject to, among other things: (i) the receipt of all necessary approvals and authorizations including any applicable security holder approval; (2) Exchange approval, which will require submission of evidence of value, an independent geological report and satisfaction of any other Exchange requirements; (3) the parties settling the terms of an assignment, assumption and novation agreement; and (4) the consent of Recon-Africa. The Letter Agreement may be terminated by either party in certain circumstances including if the Proposed Transaction is not completed by August 17, 2020.

The Proposed Transaction also constitutes a "related party transaction" as such term is defined by Multilateral Instrument 61-101 - Protection of Minority Security Holders in Special Transactions ("MI 61-101"), requiring the Company, in the absence of exemptions, to obtain a formal valuation for, and minority shareholder approval. The Company is relying on an exemption from the formal valuation and minority shareholder approval requirements of MI 61-101 on the basis that the fair market value of the consideration payable to the related party does not exceed 25% of the Company's market capitalization, as determined in accordance with MI 61-101. The Proposed Transaction was approved by those directors of the Company who are independent in connection with such transaction.

Upon completion of the Proposed Transaction, Mr. Steinke, will directly or indirectly, owns, controls or exercises direction over, an aggregate of 40,459,479 common shares of the Company, increasing his shareholdings from 3.3% to 11.7%.

Other than Mr. Steinke all other parties to the Proposed Transaction are arm's length to the Company. No finder's fee is payable in respect of the Proposed Transaction.

About Renaissance Oil Corp.

Renaissance, was established in 2014 for the sole purpose of focusing on the liberation of Mexico's undeveloped hydrocarbon resources, officially inaugurated by the Mexican government, December, 2013. The Company is now a well-established operator in Mexico with 100% working interest in onshore production of over 1200 boe/day and joint partners with LUKOIL and PEMEX in the development of the prolific upper Jurassic shales.

[Renaissance Oil Corp.](#)

The Board of Directors

Cautionary Note Regarding Forward-Looking Statements and Information

Certain information and statements contained herein constitutes "forward-looking information" or "Forward looking statements", respectively, under Canadian securities legislation. Generally, forward-looking information can be identified by the use of forward-looking terminology such as "expects", "believes", "aims to", "plans to" or "intends to" or variations of such words and phrases or statements that certain actions, events or results "will" occur. Such statements include, without limitation, statements with respect to the completion of the Proposed Transaction including receipt of acceptance by the TSX Venture Exchange.

Forward-looking statements are based on the opinions, assumptions and estimates of management as of the

date such statements are made, including among others, that regulatory approval to the Proposed Transaction will be obtained, that general business and economic conditions will not change in a material adverse manner, that financing will be available if and when needed and on reasonable terms, and that governmental and other approvals required to complete the exercise of the Option will be obtained and that the Option Agreement will not be terminated. Although the assumptions made by the Company in providing forward-looking information or making forward-looking statements are considered reasonable by management at the time, there can be no assurance that such assumptions will prove to be accurate.

Forward-looking statements and information also involve known and unknown risks, uncertainties and other factors that may cause the actual events or results, level of activity, performance or achievements of the Company to be materially different from those predicted by such forward-looking statements or forward-looking information, including the speculative nature of oil and gas exploration and development, fluctuating commodity prices, competitive risks, and delay, inability to complete a financing or failure to receive regulatory approvals.

Although management of the Company has attempted to identify important factors that could cause actual results to differ materially from those contained in forward-looking statements or forward-looking information, there may be other factors that cause results not to be as anticipated, estimated or intended. There can be no assurance that such statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward-looking statements and forward-looking information. The Company does not undertake to update any forward-looking statements or forward-looking information that are incorporated by reference herein, except as required by applicable securities laws.

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