

## DONNER PROPERTIES

Post Office Box 1346  
Shreveport, LA 71164

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February 17, 2010

Delta Oil & Gas, Inc.  
Suite 607-704 West Pender St.  
Vancouver, British Columbia  
Canada, V6C 1G8

Attention: Douglas N. Bolen  
President

Re: Consent to Assignment  
Donner Lease TX-180  
George H. Burgin Survey, A-49  
Newton County, Texas

Dear Mr. Bolen:

Reference is made to the following:

Oil and Gas Lease dated March 26, 2009, granted by JP Morgan Chase Bank, N.A., as Agent for Richard B. Negley, Laura Negley Gill, Brian L. Winter, Bruce L. Winter, Lutchter Luis Brown, Leonard L. Brown, Emily Brown, Federico L. Brown, collectively ("Donner Properties"), as Lessor, to Barry Lasker, as Lessee. Memorandum of the lease is recorded in File No. 142890, Book No. 578, Page No. 799, Office of Clerk of Newton County, Texas, (the "Lease"), which covers 243.81 gross acres more or less in the George H. Burgin Survey, Abstract 49, Newton County, Texas.

Pursuant to the terms of the aforesaid document, June 11, 2009, **Barry Lasker**, assigned *all right, title and interest in the Lease* to **Delta Oil & Gas, Inc.**, Suite 607-704 West Pender Street, Vancouver, British Columbia, Canada, V6C 1G8.

Pursuant to the terms of the aforesaid document, you have requested our consent to further assign *Sixty Percent (60%) in the Lease* to **Hillcrest Resources, Ltd.**, a British Columbia, Canada Corporation with office located at Suite 303-750 West Pender Street, Vancouver, British Columbia, Canada, V6C 2T7, Ph: 604.488.1514, Fax: 604.844.7572 (copy of proposed Assignment between Delta and Hillcrest is attached.)

This letter will serve as evidence to the fact that we have consented and do hereby consent thereto, subject, however, to the following terms and conditions without any one of which this consent would not have been granted, and with all of which you agree to comply, to-wit:



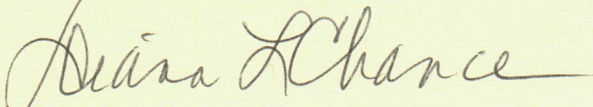
1. A fully executed copy of this letter shall be attached to any such assignment or sublease prior to the recordation, and promptly after execution and recordation thereof shall furnish us with a complete copy of such assignment or sublease as well as a complete copy of any farmout agreement made in connection therewith.
2. In any such assignment, Assignee shall take cognizance of all of the terms and provisions of the aforesaid Lease including all amendments, supplements, partial releases and other agreements pertaining thereto, and agree to comply therewith and to be bound by all of the obligations imposed upon the Lessee therein; provided, however, that nothing herein contained shall be constructed as relieving Assignor or any prior Lessee, Grantee, Sublessee or Assignee, of any liability or responsibility thereunder, all of whom, together with Assignee, shall be liable solidarily to Donner Properties for all of the liability and responsibility imposed upon the Lessee thereunder.
3. Except to the limited extent hereinabove set forth, neither Assignor nor Assignee shall further assign, sublease, cede or otherwise transfer the aforesaid Lease, in whole or in part, nor any interest therein or rights thereunder, without first obtaining our prior written consent thereto, which consent will not be unreasonably withheld, and if granted, shall be subject to the same restrictions and conditions contained in this document.
4. Any such assignment shall be made expressly subject to the terms and provisions of this letter and shall require the parties to take cognizance thereof and agree to be bound thereby.
5. Our consent as hereinabove set forth is limited to the consent required under the terms of the aforesaid Lease, and nothing herein contained shall be deemed to have altered or modified any of the terms or provision of the aforesaid Lease, as amended, supplemented or partially released, nor to have diminished any of the rights of Donner Properties, thereunder.
6. Assignee shall acquire and maintain insurance coverages with solvent, reputable insurers covering such hazards and risks and with such limits as may be reasonably required by Donner Properties. Assignee shall effect appropriate endorsements to such coverages naming Donner Properties, as an additional insured and providing for a waiver of subrogation against Donner Properties. Contemporaneously with the execution of this letter agreement, Assignee shall have its insurers provide Donner Properties certificates of insurance in a form acceptable to Donner Properties evidencing such coverages and endorsements and the full amount of dollar limits.
7. This letter is further conditioned upon your acceptance of the terms hereof by executing same in the space provided below and returning one fully executed copy thereof to us.



8. This letter may be executed in counterparts, and said executed counterparts, taken together, shall have the same effect as an original instrument and as if all parties had signed one and the same instrument.

Yours very truly,

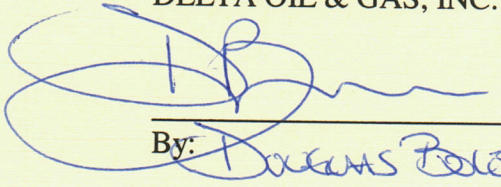
DONNER PROPERTIES



Diana L. Chance  
Managing Director

**ACCEPTED AND AGREED TO:**

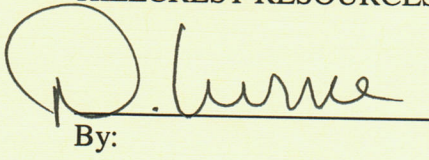
DELTA OIL & GAS, INC.



30/05/2010

By: Douglas Pollock Date:

HILLCREST RESOURCES, LTD.



30/05/2010

By: P. Lunn Date: