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H.L. BROWN MANAGEMENT L.L.C.
1101 ROYAL AVENUE (71201)
P.O. BOX 14140
MONROE, LOUISIANA 71207-4140
TELEPHONE 318-388-4700
FAX 318-388-4736

March 29, 2010

VIA FACSIMILE (604) 602-1625

Mr. Douglas N. Bolen
Delta Oil & Gas, Inc.
2600, 144 4th Avenue SW
Calgary, Alberta, Canada T2P 3N4

Re: Consent to Assignment
James L. Negley and George L. Winter, Trustee of The George L. Winter
Revocable Trust
Lease with Barry Lasker dated March 26, 2009
Assignment to Hillcrest Resources, Ltd.
Newton County, TX

Gentlemen:

Reference is made to the following:

Oil, Gas & Liquid Hydrocarbon Lease granted by H.L. Brown Management, L.L.C., as Agent for James L. Negley and George L. Winter, Trustee of The George L. Winter Revocable Trust ("Negley/Winter"), as Lessor, under that certain Management Agency Agreement, dated March 9, 2004, whose mailing address is H.L. Brown Management, L.L.C., P.O. Box 14140, Monroe, Louisiana 71207-4140, to Barry Lasker ("Lasker"), as Lessee, dated March 26, 2009, Memorandum of which is recorded in the Official Records of Newton County, Texas, covering 243.81 acres located in George H. Burgin Survey, A-49, Newton County, Texas (the "Lease").

Pursuant to the terms of the reference lease, Delta Oil & Gas, Inc. has requested our consent to assign our interest in the Lease to Hillcrest Resources, Ltd., Suite 303-750 West Pender Street, Vancouver, British Columbia, Canada V6C 2T7.

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:

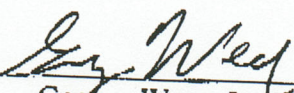
H.L. BROWN MANAGEMENT, L.L.C.
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1. You shall furnish us with a complete copy with recording information of such assignment or sublease as well as a complete copy of any farmout agreement made in connection therewith.
2. In any such assignment, Assignee 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 of responsibility thereunder, all of whom, together with Assignee, shall be liable solidarily to Negley/Winter 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 provisions of the aforesaid Lease, as amended, supplemented or partially released, nor to have diminished any of the rights of Negley/Winter, 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 Negley/Winter. Assignee shall effect appropriate endorsements to such coverages naming Negley/Winter, as an additional insured and providing for a waiver of subrogation against Negley/Winter. Assignee shall have its insurers provide Negley/Winter certificates of insurance in a form acceptable to Negley/Winter 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.

H.L. BROWN MANAGEMENT, L.L.C.
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Very truly yours,

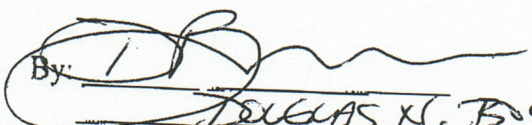
**H.L. BROWN MANAGEMENT, L.L.C.,
AGENT FOR JAMES L. NEGLEY AND
GEORGE L. WINTER, TRUSTEE, THE
GEORGE L. WINTER REVOCABLE TRUST**

By: 
George Wear, Jr., Manager

GW,JR:am

ACCEPTED AND AGREED TO:

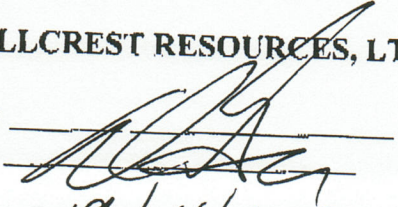
DELTA OIL & GAS, INC.

By: 
Douglas K. Bacon, PRES

Date: 29 March, 2010

ACCEPTED AND AGREED TO:

HILLCREST RESOURCES, LTD.

By: 

Date: 19/04/2010