

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 7th day of November, 2014, between Darby Holdings, L.L.C. a Louisiana Limited Liability Company domiciled in and whose principal place of business is 810 Main Street, Madisonville, Louisiana 70447 represented herein by its duly authorized agent, Judith Lil Morgan Darby, as Lessor, and V.L.C., INC., whose address is P.O. Box 1524, Carthage, TX 75633, as Lessee.

WITNESSETH:

1. Lessor in consideration of Ten Dollars and Other Valuable Considerations (\$10.00 & OVC), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right to dispose of salt water, with the right of ingress and egress to and from said lands at all times for such purposes, including operations hereunder or in connection with similar operations on adjoining land; the land to which this lease applies and which is affected hereby being situated in Lincoln Parish, Louisiana, and described as follows, to-wit:

SECTION 19, TOWNSHIP 18 NORTH, RANGE 2 WEST, LINCOLN PARISH, LOUISIANA

TRACT 1: 40 acres being the Northeast Quarter of the Northeast Quarter (NE4, NE4) of Section 19, Township 18N, Range 2W, Lincoln Parish, Louisiana.

TRACT 1: 7.5 acres, more or less, located in Southwest Quarter of the Northeast Quarter (SW4, NE4) of Section 19, Township 18N, Range 2W, Lincoln Parish, Louisiana also known as lots 2 - 7 of the Morgan Place Subdivision being more particularly described in Book 938, Page 146 of the Conveyance Records of Lincoln Parish, Louisiana.

It is the intention of this lease to cover and include any and all mineral interest owned or claimed by lessor in Section 19, Township 18 North, Range 2 West, Lincoln Parish, Louisiana, whether properly described herein or not.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

This lease shall also extend and apply to any interest therein which Lessor may hereafter acquire, including, but not limited to, outstanding mineral rights acquired by reversion, prescription or otherwise, and includes battures, accretions, roads, highways, easements, right-of-ways and all land, if any, contiguous or adjacent to, or adjoining the land particularly described above. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purposes of determining the amount of bonus and the shut-in royalty payment hereunder, said land shall be deemed to contain 47.5 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof.

2. Subject to the other provisions herein contained, this lease shall be for a period of THREE (3) years from the date hereof (called "primary term") and as long thereafter as (1) oil, gas, sulphur or other mineral is produced from said land hereunder or from land pooled therewith; or (2) it is maintained in force in any other manner herein provided.

3. For the consideration hereinabove recited, this lease shall remain in full force and effect during the primary term, without any additional payment and without Lessee being required to conduct any operations on the land (either before or after the discovery of minerals), except to drill such wells as might be necessary to protect the land from drainage, as hereinafter provided.

4. The royalties to be paid by Lessee are: (a) on oil, and other hydrocarbons which are produced at the well in liquid form by ordinary production methods, 1/4 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipe line to which the wells may be connected; Lessor's interest in either case to bear its proportion of any expenses for treating the oil to make it marketable as crude; Lessee may from time to time purchase any royalty oil or other liquid hydrocarbons in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas, or other gaseous substance produced from said land and sold or used off the premises or for the extraction of gasoline or other products therefrom, the market value at the well of 1/4 of the gas so sold or used, provided that on gas sold at the wells the royalty shall be 1/4 of the amount realized from such sale; such gas, casinghead gas, residue gas, or gas of any other nature or description whatsoever, as may be disposed of for no consideration to Lessee, either through unavoidable waste or leakage, or in order to recover oil or other liquid hydrocarbons, or returned to the ground, shall not be deemed to have been sold or used either on or off the premises within the meaning of this paragraph 4 hereof; (c) on all other minerals mined and marketed, 1/4, either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be one dollar (\$1.00) per long ton. Lessor's royalty interest shall bear its proportion of all post production costs and all costs associated with marketing the minerals produced including, but not limited to: treating, trucking, transporting, compressing, dehydrating or other expenses applicable to marketing the minerals sold.

5. If Lessee during or after the primary term should drill a well capable of producing gas or gaseous substances in paying quantities, (or which although previously produced Lessee is unable to continue to produce) and should Lessee be unable to operate said well because of lack of market or marketing facilities or governmental restrictions, then Lessee's rights may be maintained beyond or after the primary term without production of minerals or further drilling operations by paying Lessor as royalty a sum equal to fifty dollars (\$50.00) per acre of land covered hereby per year, the first payment being due, if said well should be completed or shut-in after the primary term, within ninety (90) days after the completion of such well or the cessation of production and such payment will extend Lessee's rights for one year from the date of such completion or cessation. If such a well should be completed during the primary term, the first payment, if made by Lessee, shall be due within 90 days after such well is shut-in, or before the expiration date of the primary term herein fixed, whichever is the later date. Thereafter Lessee's rights may be continued from year to year by making annual payments in the amount stated on or before the anniversary date beginning with the date of completion of said well (if completed after the primary term) or the end of the primary term (if completed prior thereto) as the case may be; each of such payments to extend Lessee's rights for one year. The annual payments herein provided for may be paid directly to Lessor or deposited to Lessor's credit in the PAY DIRECTLY TO LESSOR AT THE ABOVE LISTED ADDRESS Bank of _____, which bank shall be and remain Lessor's agent for such purpose regardless of any change or changes in the ownership of the land or mineral rights therein. The owners of the royalty as of the date of such payments shall be entitled thereto in proportion to their ownership of said royalty. The provisions of this paragraph shall be recurring at all times during the life of this lease. Should any well producing gas or gaseous substances be completed on a drilling unit which includes any part of the land herein leased, the provisions of this paragraph shall be subject to all other agreements herein contained allowing the pooling of the above described lands with other lands.

6. If within ninety (90) days prior to the end of the primary term, Lessee should complete or abandon a well on the lands described above or on land pooled therewith, or if production previously secured should cease from any cause, this lease shall continue in force and effect for ninety (90) days from such completion or abandonment or cessation of production. If at the expiration of the primary term or at the expiration of the ninety (90) day period provided for in the preceding sentence, oil, gas, sulphur or other mineral is not being produced on said land or on land pooled therewith, but Lessee is then engaged in operations for drilling, completion or reworking thereon, or operations to achieve or restore production, or if production previously secured should cease from any cause after the expiration of the primary term, this lease shall remain in force so long thereafter as Lessee either (a) is engaged in operations for drilling, completion or reworking, or operations to achieve or restore production, with no cessation between operations or between such cessation of production and additional operations of more than ninety (90) consecutive days; or (b) is producing oil, gas, sulphur or other mineral from said land hereunder or from land pooled therewith. If sulphur be encountered on said premises or on land pooled therewith, this lease shall continue in force and effect so long as Lessee is engaged with due diligence in explorations for and/or erecting a plant for the production of sulphur and thereafter subject to the foregoing provisions hereof so long as oil, gas, sulphur or other mineral is produced from said land hereunder or from land pooled therewith.

7. Lessee is hereby granted the right as to all or any part of the land described herein, without Lessor's joinder, to combine, pool or utilize the acreage royalty or mineral interest covered by this lease, or any portion thereof, at any time during the life of this lease, with any other land, lease or leases, royalty or mineral interests in or under any other tract or tracts of land in the vicinity thereof, whether owned by Lessee or some other person, or corporation so as to create, by the combination of such lands and leases, one or more operating units, as to any and all mineral horizons, provided that no one operating unit shall, in the case of gas, including condensate, embrace more than six hundred forty (640) acres, and in the case of oil, including casinghead gas, embrace more than eighty (80) acres; and provided further, however, that if any spacing or other rules and regulations of the State or Federal Commission, Agency, or regulatory body having or claiming jurisdiction has heretofore or shall at any time hereafter permit or prescribe a drilling or operating unit or spacing rule in the case of gas, including condensate, greater than six hundred forty (640) acres, or in the case of oil or casinghead gas greater than eighty (80) acres, then the unit or units herein contemplated may have, or may be redesigned so as to have, as the case may be, the same surface content as, but not more than, the unit or the acreage in the spacing rule so prescribed or permitted. However, it is further specifically understood and agreed, anything herein to the contrary notwithstanding, that the Lessee shall have the right to, and the benefit of an acreage tolerance of ten percent in excess of any drilling or operating unit authorized herein. The commencement of operations for the drilling of a well, or the completion of a well to production of either oil, gas, casinghead gas, condensate or other minerals on any portion of an operating unit in which all or any part of the land described herein is embraced, or production of oil, gas, casinghead gas, condensate, or other minerals therefrom shall have the same effect under the terms of this lease as if a well were commenced, completed or producing oil, gas, casinghead gas, condensate, or other minerals in paying quantities on the land embraced by this lease. Lessee shall execute in writing and file for record in the records of the Parish in which the lands herein leased are located, an instrument identifying or describing the pooled acreage, or an instrument supplemental thereto redesignating same, as the case may be. Either prior to the securing of production from any unit created under the authority hereinabove granted, or after cessation of production therefrom Lessee shall have the right to dissolve the unit so created, without Lessor's joinder or further consent, by executing in writing and placing of record in the Parish or Parishes in which the lands making up such unit may be located, an instrument identifying and dissolving such unit. The provisions hereof shall be construed as a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives, successors and assigns. In the event such operating unit or units is/are so created by Lessee, Lessor shall receive out of production or the proceeds from production from such operating unit or units or out of the shut-in royalty provided for above, such portion of the royalty or of the shut-in royalty specified herein as the number of acres (mineral acres) out of this lease placed in any such operating unit or units bears to the total number of acres included in such operating unit or units.

8. If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the payments herein provided shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

9. Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and whether now known or not, including the drilling of holes, use of torsion balance, seismograph explosions, magnetometer, or other geophysical or geological instruments, test or procedures, for the purpose of securing geological or geophysical information. All information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee may disseminate or sell such information without Lessor's consent. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises, or on any adjacent or adjoining lands, as may be reasonably necessary for such purpose, including but not limited to the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport oil, gas or other substances. Lessee shall have free use of oil, gas, casinghead gas, condensate, and water from said land, except water from Lessor's wells, for all operations hereunder, including repressuring, pressure maintenance and recycling, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred feet of any residence or barn now on said land without Lessor consent. In the event a well or wells, producing oil, gas, casinghead gas or condensate in paying quantities should be brought in on adjacent lands not owned by the Lessor and within one hundred fifty feet of and draining the leased premises, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.

10. The rights of either party hereunder may be assigned or sublet in whole or in part, but Lessee shall assign or sublease only with the prior written consent of Lessor, which consent shall not unreasonably be withheld. No change or division in the ownership of the land, or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee, at its principal place of business, with a certified copy of the instrument or instruments, constituting his chain of title from the original Lessor. In the event of any assignment of rights by Lessee, Lessee will not remain responsible for all obligations under the terms and provisions of the lease, the obligations will be the responsibility of future assignees. In addition, Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest. Lessor agrees to a one time assignment of this lease from Lessee to Wildhorse Resources or its affiliates and the original Lessee will be relieved of all future obligations.

11. In case of suit, adverse claim, dispute or question as to the ownership of the royalties (or some part thereof) payable under this lease, Lessee shall not be held in default in payment of such royalties (or the part thereof in dispute), until such suit, claim, dispute or question has been finally disposed of, and Lessee shall have thirty (30) days after being furnished with a certified copy of the instrument or instruments disposing of such suit, claim or dispute, or after being furnished with proof sufficient, in Lessee's opinion, to settle such question, within which to make payment. Should the right or interest of Lessee hereunder be disputed by Lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against Lessee either as affecting the term of the lease or for any other purpose, and Lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. In the case of cancellation or termination of this lease from any cause, Lessee shall have the right to retain, under the terms hereof, around each well producing, being worked on, or drilling hereunder, the number of acres in the form allocated to each such well under spacing and proration rules issued by the Commissioner of Conservation of the State of Louisiana, or any other State or Federal authority having control of such matters; or any unit or units formed pursuant to Paragraph 7 or , in the absence of such rulings, unit or units, forty (40) acres around each such well in as near a square form as practicable, and in the event Lessor considers that operations are not being conducted in compliance with this contract, Lessee shall be notified in writing of the facts relied upon as constituting a breach hereof and Lessee shall have sixty (60) days after receipt of such notice to comply with the obligations imposed by virtue of this instrument.

13. When drilling, reworking, production or other operations are delayed or interrupted by force majeure, that is, by storm, flood or other acts of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some law, order, rule, regulation, requisition or necessity of government, Federal or State, or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding, but this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such drilling or reworking operations on, or producing oil, gas, casinghead gas, condensate or other minerals from, the premises; provided that during any period that this lease is continued in force after its primary term solely by force majeure as herein provided, Lessee shall pay to the owners of the royalty hereunder the shut-in royalty provided in paragraph 5 hereof, and in the manner therein provided, without regard to whether or not there is a producing well shut in, located on said land or on land with which the lease premises or any part thereof has been pooled.

14. Lessee shall pay for actual damages caused by its operations to growing crops and timber on said land leased herein.

15. Notwithstanding the death of any party Lessor, or his successor in interest, the payment or tender of all sums accruing hereunder in the manner provided above shall be binding on the heirs, executors and administrators of such person.

16. This lease is made without any warranty whatsoever on the part of Lessor, not even for return of the consideration paid hereunder. Lessor agrees that the Lessee at its option shall have the right to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of a default of payment by Lessor, and be subrogated to the rights of the holder thereof. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right to subrogation herein granted, Lessee shall also have the right to retain any royalties which become due Lessor hereunder and to repay itself therefrom, and the retention of such royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made.

17. This lease shall be binding upon all who execute it, whether or not named in the body hereof as Lessor, and without regard to whether this same instrument, or any copy thereof, shall be executed by any other Lessor named above.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Sign: Albina Morris
Print: Albina Morris
Sign: Heather Matthews-Guerin
Print: Heather Matthews-Guerin

LESSOR

Darby Holdings, LLC

Judith Lil Morgan Darby
Judith Lil Morgan Darby, Authorized Agent

WITNESSES:

Sign: Jackie Nunneery
Print: Jackie Nunneery
Sign: Margaret Alvarado
Print: Margaret Alvarado

LESSEE

V.L.C., Inc.

John L. Robertson
John L. Robertson, President

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF ORLEANS

This instrument was acknowledged before me this 7 day of November, 2014, by Judith Lil Morgan Darby, authorized agent of Darby Holdings, L.L.C.

My Commission is _____.

JAMES R. MORTON
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
Notary Number: 4246
My Commission is issued for Life.

James R. Morton
NOTARY PUBLIC in and for ORLEANS PARISH, LOUISIANA

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

This instrument was acknowledged before me this _____ day of _____ November, 2014, by Judith Lil Morgan Darby, authorized agent of Darby Holdings, L.L.C.

My Commission is _____.

NOTARY PUBLIC in and for ST. TAMMANY PARISH, LOUISIANA

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF JASPER

This instrument was acknowledged before me this 7 day of _____ November, 2014, by John L. Robertson, President of V.L.C. INC.

My Commission Expires: Jan 17, 2018

Amanda D. White
NOTARY PUBLIC in and for JASPER COUNTY, TEXAS

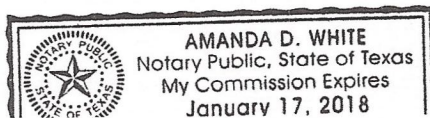


EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated November 7, 2014 between **Darby Holdings, L.L.C. represented herein by its duly authorized agent, Judith Lil Morgan Darby,** as Lessor and **V.L.C. Inc.,** as Lessee.

Notwithstanding any wording in this lease to the contrary, it is hereby understood between LESSOR and LESSEE that this lease covers only oil and gas in liquid, gaseous or vaporous forms or states, which can or may be produced through a bore of a well. This lease does not include the right to mine solid mineral and does not include the right to produce coal bed methane from gas, coal or lignite.

Notwithstanding anything to the contrary contained in this lease, in case of one or more producing units being formed, production from such unit or units shall keep this lease in effect only insofar as the same covers and applies to the part of the leased premises included in such unit or unit from which there is production. At the expiration of the primary term, this lease shall terminate as to all of the leased premises except such part thereof as are included in such unit or units from which oil and/or gas is being produced, or as otherwise provided in this lease.

Anything contained herein to the contrary notwithstanding, at the end of the primary term, any extension of the primary term resulting from continuous operations on a well or wells, or the end of the extended "Pugh Clause" term (if pugh clause rentals are in fact paid), this lease shall automatically terminate as all depths below the total depth of one hundred feet (100') below the stratigraphic equivalent of the base of the deepest producing interval or interval capable of producing encountered in the drilling of any well that LESSEE has drilled on the Leased Premises, and/or lands unitized therewith, during the primary term, any extension of the primary term resulting from continuous operations on a well or wells, or any extended Pugh clause term of this lease. Interval shall be defined as any zone, sand or formation defined by an actual well log or as defined by the Commissioner of Conservation in any Order affecting the leased lands.

Lessee shall be liable for all surface damages resulting from drilling activity conducted by Lessee on the above described lands, including but not limited to growing crops, timber, fences and terraces, and upon completion of any drilling activity it shall restore as nearly as practicable, the surface of the land to the condition in which it was prior to commencement of drilling operations. Notwithstanding anything to the contrary contained herein, at the termination of the lease, any pipelines and related property or fixtures shall be removed by Lessee.

Notwithstanding anything to the contrary contained herein, for the good and valuable consideration paid for this lease, Lessor hereby specifically grants unto Lessee the right to a drilling right-of-way and personal servitude through the subsurface of the lands subject hereto for the purpose of drilling a directional well(s) with the bottom hole location of such well(s) being situated either on the Lessor's lands as covered hereby or on lands in the general vicinity thereof and not owned by Lessor, including the right to install and/or remove pipe, casing or other equipment necessary to produce oil, gas and associated hydrocarbons from any zone, horizon or interval in which such well(s) may be completed, with Lessee further having the right to drill, rework, plug back, sidetrack or alter such directionally drilled well(s) and the right to re-enter such well(s) and/or re-penetrate any stratus or strata found in said well(s), and to generally conduct all other such operations as may be necessary or incidental to the directional drilling contemplated herein. The rights herein granted with respect to lessee's use of the subsurface of the lands covered hereby will remain in full force and effect during the Primary Term of this lease and for so long thereafter as oil and/or gas is produced in paying quantities from any such well with no cessation of actual production or reworking operations associated therewith for more than Ninety (90) consecutive days or for so long thereafter as this lease is being otherwise maintained.

This lease shall be binding upon and inure to the benefit of the heirs, assigns subleases successor and legal representative of the parties hereto.

LESSOR and LESSEE agree that, at LESSEE'S option, LESSEE may decide not to record this Lease in the public records, but may decide to record a Notice of Lease in accordance with R.S. 44:104.

Lessor and Lessee acknowledge that for the consideration paid herein, they agree to execute, if applicable, any instruments to clarify the full mineral interest leased property description and /or acreage content of the lands leased herein. It is further agreed and understood, if applicable that the Lessors and their predecessors, ancestors, and/or heirs in title, agree to execute respective agreements necessary to acknowledge, notify, quitclaim, subordinate and/or clarify the full mineral ownership of the lands leased herein pursuant to the numerous conveyances transferring interest in and to the acreage leased herein.

Lessee is hereby granted the right at its option to extend the Primary Term hereof for an additional two (2) years from the expiration of the original Primary Term. This option may be exercised by Lessee at any time prior to the expiration of the original Primary Term by tendering to Lessor the sum of Five Hundred and No/100 Dollars (\$500.00) per net mineral acre for each acre covered hereby. Such tender shall be via check or sight draft mailed or delivered to Lessor at the above address (or such other address as Lessor may hereinafter furnish Lessee via written notice). Should the Primary Term be extended as herein provided, it shall be considered for all applicable purposes of this Agreement that this Agreement originally provided for a Primary Term of Five (5) years.

It is agreed and understood by the parties hereto that no operations shall take place on the surface of the above described lands without the written consent of Lessor.

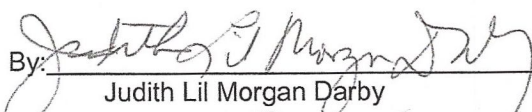
Lessee, Lessee's heirs and assigns, hereby agree to be liable for and to indemnify and hold Lessor and its successors in title, and all surface owners and surface lessees of the leased premises, harmless from and against any and all claims, losses, damages, or actions of any nature whatsoever, governmental or non-governmental, including response costs, arising from any acts or omissions pertaining to activities or operations of Lessee, its employees, representatives, agents, invitees, guests, or contractors, and any and all expenses connected therewith (including, without limitation, attorneys' fees). Such liability and indemnification shall, without limitation, (a) cover bodily injury, death, damage to property or natural resources, and compliance with all legal obligations (including, without limitation, any governmental order, directive or demand to test for, monitor, clean-up, remove, contain, treat, detoxify, or neutralize any pollutants or to conduct any corrective action and to undertake any response, removal, or remedial activity, and to pay the costs thereof), arising from any presence, treatment, storage, disposal, dispersal, discharge, release, or escape of hydrocarbons, chlorides, gas vapors, or other irritants, or contaminants, pollutants, hazardous material, hazardous substance or waste, chemical waste, or any other toxic substance, or oil or gas or fractions thereof even if not considered hydrocarbons, and any spillage therefrom, and (b) be deemed a continuing liability and indemnification, without limitation of duration, that shall survive the expiration or termination of this lease and of the activities and operations of Lessee, and shall apply after discovery of conditions and matters that were not actually discovered prior to such expiration or termination of this lease. In the event of such a claim or action, Lessee shall appear and, at Lessee's sole cost, defend Lessor against such claim or action and Lessee shall satisfy any judgment against, or settlement reached with, Lessor as a result of such claim or action.

Lessee agrees to indemnify, save harmless, and defend Lessor, Lessor's successors, and assigns ("Indemnities"), from and against all suits, claims, and demands, including court costs and attorney's fees, that may at any time be brought or made by anyone whomsoever for death of or injuries to persons or damages to property caused by or resulting from Lessee's activities or operations on the property above described under this lease, whether belonging to Lessor or others. Without in any way limiting the generality of the foregoing, the obligations of Lessee hereunder shall extend to all liability imposed on Lessor or any owners of the property subject to this lease by virtue of their ownership thereof pursuant to Article 667 of the Revised Civil Code of Louisiana.

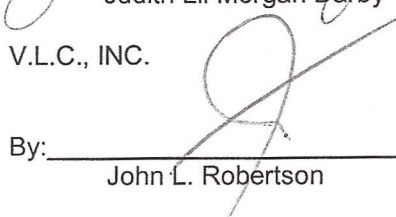
While operations are being conducted under this lease, Lessee, at its sole cost and expense, and without claim for reimbursement, shall maintain in full force and effect (a) adequate workers' compensation insurance; and (b) noncancellable general liability insurance with Lessor named as additional insured, having liability limits of not less than Ten Million and No/100 (\$10,000,000.00) Dollars for injury or death to one or more persons in any one accident. Lessee shall procure and cause to be furnished to Lessor a certificate of insurance specifying that Lessor is an additional insured under the above policies, that such insurance is in full force and effect and that all of the payments and premiums relating thereto have been made, all before first use of the property is made by Lessee. Lessee shall further be obligated to furnish Lessor an additional certificate of insurance specifying the above requirements each year that this lease is in full force and effect.

SIGNED FOR IDENTIFICATION:

LESSOR Darby Holdings, L.L.C.

By: 
Judith Lil Morgan Darby

LESSEE V.L.C., INC.

By: 
John L. Robertson

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF LOUISIANA
PARISH OF LINCOLN

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

Darby Holdings, L.L.C. a Louisiana Limited Liability Company domiciled in and whose principal place of business is 810 Main Street, Madisonville, Louisiana 70447 represented herein by its duly authorized agent, Judith Lil Morgan Darby, as Lessor, executed that certain unrecorded OIL, GAS AND MINERAL LEASE dated November 7, 2014 ("the Lease"), in favor of, V.L.C. INC., as Lessee, whose address is P.O. Box 1524, Carthage, TX 75633, covering and affecting those certain mineral interests owned by Lessor in and under 47.5 acres, more or less, located in Lincoln Parish, Louisiana, more particularly described below:

SECTION 19, TOWNSHIP 18 NORTH, RANGE 2 WEST, LINCOLN PARISH, LOUISIANA

TRACT 1: 40 acres being the Northeast Quarter of the Northeast Quarter (NE4, NE4) of Section 19, Township 18N. Range 2W, Lincoln Parish, Louisiana.

TRACT 1: 7.5 acres, more or less, located in Southwest Quarter of the Northeast Quarter (SW4, NE4) of Section 19, Township 18N. Range 2W, Lincoln Parish, Louisiana also known as lots 2 - 7 of the Morgan Place Subdivision being more particularly described in Book 938, Page 146 of the Conveyance Records of Lincoln Parish, Louisiana.

It is the intention of this lease to cover and include any and all mineral interest owned or claimed by lessor in Section 19, Township 18 North, Range 2 West, Lincoln Parish, Louisiana, whether properly described herein or not.

Lessor agrees to execute lease amendments, corrections, ratifications or any similar instrument necessary to ensure coverage hereunder of any such interest not properly described above.

The Lease provides for a primary term of three years from the effective date of the Lease, with the option to extend the primary term for an additional period of two (2) years and is subject to all terms, conditions and provisions set forth in the Lease, to which Lease reference is herein made for all purposes. Both Lessor and Lessee have possession of a fully executed original of the Lease, which is open for examination and investigation by any party of interest during reasonable business hours in the offices of Lessee.

IN WITNESS WHEREOF, this memorandum is executed by the parties hereto as of the dates evidenced below, effective, however, as of the 7th day of November, 2014, and is placed of record for the sole purpose of giving every person notice of the existence of the Lease in lieu of filing the original Lease of record in Lincoln Parish, Louisiana.

WITNESSES:

Sign: Albina Morris
Print: Albina Morris
Sign: Heather Matthews-Coverin
Print: Heather Matthews-Coverin

LESSOR

Darby Holdings, LLC

Judith Lil Morgan Darby
Judith Lil Morgan Darby, Authorized Agent

WITNESSES:

Sign: Jacqui Nunberry
Print: Jacqui Nunberry
Sign: Margaret Alvarado
Print: Margaret Alvarado

LESSEE

V.L.C., Inc.

John L. Robertson
John L. Robertson, President

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF ORLEANS

This instrument was acknowledged before me this 7 day of _____ November _____, 2014, by Judith Lil Morgan Darby, authorized agent of Darby Holdings, L.L.C.

My Commission is _____



NOTARY PUBLIC in and for ORLEANS PARISH, LOUISIANA

JAMES R. MORTON
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
Notary Number: 4246
My Commission is issued for _____

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

This instrument was acknowledged before me this _____ day of _____ November _____, 2014, by Judith Lil Morgan Darby, authorized agent of Darby Holdings, L.L.C.

My Commission is _____


NOTARY PUBLIC in and for ST. TAMMANY PARISH, LOUISIANA

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF JASPER

This instrument was acknowledged before me this 7 day of _____ November _____, 2014, by John L. Robertson, President of V.L.C. INC.

My Commission Expires: Jan 17, 2018
Notary Public



NOTARY PUBLIC in and for JASPER COUNTY, TEXAS

