

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made as of August 31, 2010 (the "Effective Date") between Dyami Energy LLC, a Texas limited liability company (the "Company") having its principal offices at % David Rector, 1640 Terrace Way, Walnut Creek, CA 94597, and Eric Johnson (the "EJ"), an individual having an address at P.O. Box 100-164, Sunset Beach, CA 90742.

WITNESSETH:

WHEREAS, EJ desires to be employed by the Company as its Vice President of Operations and the Company wishes to employ EJ in such capacity;

NOW, THEREFORE, in consideration of the foregoing recitals and the respective covenants and agreements of the parties contained in this document, the Company and EJ hereby agree as follows:

1. Employment and Duties. The Company agrees to employ and EJ agrees to serve as the Company's Vice President of Operations. The duties and responsibilities of EJ shall include such duties and responsibilities as the board of directors of the Company (the "Board") may from time to time reasonably assign to EJ.

EJ shall devote such working time and efforts to the business and affairs of the Company as is reasonably required in the diligent and faithful performance of his duties and responsibilities hereunder.

2. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year and shall be automatically renewed for successive one year periods thereafter unless either party provides the other party with written notice of his or its intention not to renew this Agreement at least three months prior to the expiration of the initial term or any renewal term of this Agreement. "Employment Period" shall mean the initial one year term plus renewals, if any. In any event, the Employment Period may be terminated as hereinafter provided.

3. Place of Employment. EJ's services shall be performed in California, Texas and any other location where the Company now or hereafter has a business facility. The parties acknowledge, however, that EJ may be required to travel in connection with the performance of his duties hereunder.

4. Base Salary. For all services to be rendered by EJ pursuant to this Agreement, the Company agrees to pay EJ during the Employment Period a base salary (the "Base Salary") at an annual rate of \$75,000 for the first year of the Employment Period and any years thereafter unless adjusted by the Board within its sole discretion. The Base Salary shall be paid in periodic installments in accordance with the Company's regular payroll practices. Notwithstanding the foregoing, such salary payments shall accrue until such time that they can be paid monthly from the Company's cash reserves or those of its parent, Eagleford Energy Inc. ("Eagleford").

5. Warrants. For the services to be rendered hereunder, EJ shall also be entitled to receive an aggregate of 850,000 five-year warrants of Eagleford, each exercisable, subject to

prior vesting, for the purchase of one share of common stock of Eagleford at a price of \$1.00 per share. The vesting schedule is set forth in Exhibit A attached hereto.

6. Expenses. EJ shall be entitled to prompt reimbursement by the Company for all reasonable ordinary and necessary travel, entertainment and other expenses incurred by EJ while employed (in accordance with the policies and procedures established by the Company for its officers) in the performance of his duties and responsibilities under this Agreement; provided, that EJ shall properly account for such expenses in accordance with Company policies and procedures. Notwithstanding the foregoing, all proposed expenditures in excess of \$3,000 shall require advance written approval by the Company.

7. Termination of Employment. Any other provisions of this Agreement to the contrary notwithstanding, EJ's employment may be terminated under the following conditions:

(a) Death. If EJ dies during the Employment Period, this Agreement and EJ's employment with the Company shall automatically terminate and the Company shall have no further obligations to EJ or his heirs, administrators or executors with respect to compensation and benefits accruing thereafter, except for the obligation to pay to EJ's heirs, administrators or executors any earned but unpaid Base Salary, unpaid *pro rata* annual bonus, if any, and reimbursement of any and all reasonable expenses paid or incurred by EJ in connection with and related to the performance of his duties and responsibilities for the Company during the period ending on the termination date. The Company shall deduct, from all payments made hereunder, all applicable taxes, and other appropriate deductions. All warrants which are not vested at the time of death shall be terminated. All vested but unexercised warrants at the time of death shall remain exercisable in accordance with their terms.

(b) Disability. In the event that, during the term of this Agreement, EJ shall be prevented from performing his duties and responsibilities hereunder to the full extent required by the Company by reason of Disability (as defined below) this Agreement and EJ's employment with the Company shall automatically terminate and the Company shall have no further obligations or liability to EJ or his heirs, administrators or executors with respect to compensation and benefits accruing thereafter, except for the obligation to pay EJ or his heirs, administrators or executors any earned but unpaid Base Salary, unpaid *pro rata* annual bonus, if any, and reimbursement of any and all reasonable expenses paid or incurred by EJ in connection with and related to the performance of his duties and responsibilities for the Company during the period ending on the termination date. The Company shall deduct, from all payments made hereunder, all applicable taxes, and other appropriate deductions through the last date of EJ's employment with the Company. All warrants which are not vested at the time of termination shall be terminated. All vested but unexercised warrants at the time of termination shall remain exercisable in accordance with their terms. For purposes of this Agreement, "Disability" shall mean a physical or mental disability that prevents the performance by EJ, with or without reasonable accommodation, of his duties and responsibilities hereunder for a period of not less than an aggregate of three months during any twelve consecutive months.

(c) Cause.

(1) At any time during the Employment Period, the Company may terminate this Agreement and EJ's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean: (a) the willful and continued failure of EJ to perform substantially his duties and responsibilities for the Company (other than any such failure resulting from a Disability) after a written demand by the Board for substantial performance is delivered to EJ by the Company, which specifically identifies the manner in which the Board believes that EJ has not substantially performed his duties and responsibilities, which willful and continued failure is not cured by EJ within 10 days of his receipt of such written demand; (b) the conviction of, or plea of guilty or *nolo contendere* to, a felony, (c), violation of Sections 10 or 11 of this Agreement, or (d) fraud, dishonesty or gross misconduct which is materially and demonstratively injurious to the Company. Termination under Section 9(c)(1)(b), 9(c)(1)(c) or 9(c)(1)(d) above shall not be subject to cure.

(2) Upon termination of this Agreement for Cause, the Company shall have no further obligations or liability to EJ or his heirs, administrators or executors with respect to compensation and benefits thereafter, except for the obligation to pay EJ any earned but unpaid Base Salary, and reimbursement of any and all reasonable expenses paid or incurred by EJ in connection with and related to the performance of his duties and responsibilities for the Company during the period ending on the termination date. The Company shall deduct, from all payments made hereunder, all applicable taxes, and other appropriate deductions. Upon termination of the Agreement for Cause, all unexercised warrants issued to EJ hereunder shall be terminated.

(d) Change of Control. For purposes of this Agreement, "Change of Control" shall mean the occurrence of any one or more of the following: (i) the accumulation, whether directly, indirectly, beneficially or of record, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended) of 50% or more of the shares of the outstanding equity securities of Eagleford, (ii) a merger or consolidation of Eagleford in which Eagleford does not survive as an independent company or upon the consummation of which the holders of Eagleford's outstanding equity securities prior to such merger or consolidation own less than 50% of the outstanding equity securities of Eagleford after such merger or consolidation, or (iii) a sale of all or substantially all of the assets of Eagleford; provided, however, that the following acquisitions shall not constitute a Change of Control for the purposes of this Agreement: (A) any acquisitions of common stock or securities convertible into common stock directly from Eagleford, or (B) any acquisition of common stock or securities convertible into common stock by any employee benefit plan (or related trust) sponsored by or maintained by Eagleford.

(e) Good Reason.

(1) At any time during the term of this Agreement, subject to the conditions set forth in Section 7(e)(2) below, EJ may terminate this Agreement

and his employment with the Company for “Good Reason.” For purposes of this Agreement, “Good Reason” shall mean the occurrence of any of the following events: (A) the assignment, without EJ’s consent, to EJ of duties that are significantly different from, and that result in a substantial diminution of, the duties that he assumed on the Effective Date; (B) any termination of EJ’s employment by the Company, other than a termination for Cause, within 12 months after a Change of Control; (C) the assignment, without EJ’s consent, to EJ of duties that are significantly different from, and that result in a substantial diminution of, the duties that he assumed as Vice President of Operations on the Effective Date within 12 months after a Change of Control; or (D) material breach by the Company of this Agreement.

(2) EJ shall not be entitled to terminate this Agreement for Good Reason unless and until he shall have delivered written notice to the Company of his intention to terminate this Agreement and his employment with the Company for Good Reason, which notice specifies in reasonable detail the circumstances claimed to provide the basis for such termination for Good Reason, and the Company shall not have eliminated the circumstances constituting Good Reason within 30 days of its receipt from EJ of such written notice.

(3) In the event that EJ terminates this Agreement and his employment with the Company for Good Reason, the Company shall pay or provide to EJ (or, following his death, to EJ’s heirs, administrators or executors): (A) any earned but unpaid Base Salary and unpaid *pro rata* annual bonus, if any; and (B) reimbursement of any and all reasonable expenses paid or incurred by EJ in connection with and related to the performance of his duties and responsibilities for the Company during the period ending on the termination date. All payments due hereunder shall be payable according to the Company’s standard payroll procedures. The Company shall deduct, from all payments made hereunder, all applicable taxes, and other appropriate deductions. In the event of termination by EJ for Good Reason, all warrants whether vested or not at the date of termination, shall remain exercisable in accordance with their terms for the remainder of their term.

(f) Without “Good Reason” by EJ or “Cause” by the Company.

(1) By EJ. At any time during the term of this Agreement, EJ shall be entitled to terminate this Agreement and EJ’s employment with the Company without Good Reason by providing prior written notice of at least 30 days to the Company. EJ’s failure to renew the term of this Agreement pursuant to Section 2 hereof shall be deemed a termination by EJ without Good Reason, and no additional notice shall be required other than that provided for in Section 2. Upon termination by EJ of this Agreement and EJ’s employment with the Company without Good Reason, the Company shall have no further obligations or liability to EJ or his heirs, administrators or executors with respect to compensation and benefits thereafter, except for the obligation to pay EJ any earned but unpaid Base Salary, and reimbursement of any and all reasonable expenses paid or incurred by

EJ in connection with and related to the performance of his duties and responsibilities for the Company during the period ending on the termination date. The Company shall deduct, from all payments made hereunder, all applicable taxes, and other appropriate deductions. All warrants which have not vested at the time of termination shall be terminated. All vested but unexercised warrants shall remain exercisable in accordance with their terms.

(2) By the Company. At any time during the term of this Agreement, the Company shall be entitled to terminate this Agreement and EJ's employment with the Company without Cause by providing prior written notice of at least 30 days to EJ. The Company's failure to renew the term of this Agreement pursuant to Section 2 hereof shall be deemed a termination by the Company without Cause, and no additional notice shall be required other than that provided for in Section 2. Upon termination by the Company of this Agreement and EJ's employment with the Company without Cause, the Company shall pay or provide to EJ (or, following his death, to EJ's heirs, administrators or executors): (A) any earned but unpaid Base Salary and unpaid *pro rata* annual bonus, if any; and (B) reimbursement of any and all reasonable expenses paid or incurred by EJ in connection with and related to the performance of his duties and responsibilities for the Company during the period ending on the termination date. All payments due hereunder shall be payable according to the Company's standard payroll procedures. The Company shall deduct, from all payments made hereunder, all applicable taxes, and other appropriate deductions. All vested and unvested warrants at the time of termination shall continue in effect for the remainder of their terms.

8. Confidential Information.

(a) EJ expressly acknowledges that, in the performance of his duties and responsibilities with the Company, he has been exposed since prior to the Effective Date, and will be exposed, to the trade secrets, business and/or financial secrets and confidential and proprietary information of the Company, its affiliates (including Eagleford) and/or its clients, business partners or customers ("Confidential Information"). The term "Confidential Information" includes information or material that has actual or potential commercial value to the Company, its affiliates and/or its clients, business partners or customers and is not generally known to and is not readily ascertainable by proper means to persons outside the Company, its affiliates and/or its clients or customers. However, Confidential Information shall not include pre-existing information known to EJ and not learned during the course of employment.

(b) Except as authorized in writing by the Board, during the performance of EJ's duties and responsibilities for the Company and until such time as any such Confidential Information becomes generally known to and readily ascertainable by proper means to persons outside the Company, its affiliates and/or its clients, business partners or customers, EJ agrees to keep strictly confidential and not use for his personal benefit or the benefit to any other person or entity (other than the Company) the Confidential Information. "Confidential Information" includes, without limitation, the following, whether or not expressed in a document or medium, regardless of the form in which it is communicated, and whether or not marked "trade secret" or

“confidential” or any similar legend: (i) lists of and/or information concerning customers, prospective customers, suppliers, employees, consultants, co-venturers and/or joint venture candidates of the Company, actual or prospective distributors, its affiliates or its clients or customers; (ii) information submitted by customers, prospective customers, suppliers, employees, distributors, consultants and/or co-venturers of the Company, its affiliates and/or its clients or customers; (iii) non-public information proprietary to the Company, its affiliates and/or its clients or customers, including, without limitation, cost information, profits, sales information, prices, accounting, property information, unpublished financial information, business plans or proposals, expansion plans (for current and proposed facilities), markets and marketing methods, advertising and marketing strategies, administrative procedures and manuals, the terms and conditions of the Company’s contracts and trademarks and patents under consideration, distribution channels, franchises, investors, sponsors and advertisers; (iv) proprietary technical information and/or intellectual property concerning or relating to products and services of the Company, its affiliates and/or its clients, business partners or customers, including, without limitation, product data and specifications, diagrams, flow charts, know how, processes, designs, formulae, inventions and product development; (v) lists of and/or information concerning applicants, candidates or other prospects for employment, independent contractor or consultant positions at or with any actual or prospective customer or client of the Company and/or its affiliates, any and all confidential processes, inventions or methods of conducting business of the Company, its affiliates and/or its clients, business partners or customers; (vi) acquisition or merger targets; (vii) business plans or strategies, data, records, financial information or other trade secrets concerning the actual or contemplated business, strategic alliances, policies or operations of the Company or its affiliates; or (viii) any and all versions of proprietary computer software (including source and object code), hardware, firmware, code, discs, tapes, data listings and documentation of the Company; or (ix) any other confidential information disclosed to EJ by, or which EJ obligated under a duty of confidence from, the Company, its affiliates, and/or its clients, business partners or customers.

(c) In the event that EJ’s employment with the Company terminates for any reason, EJ shall deliver forthwith to the Company any and all originals and copies, including those in electronic or digital formats, of the Confidential Information.

9. Right of First Offer, Non-Compete and Non-Solicitation.

(a) EJ agrees that if he obtains an opportunity to develop, acquire and/or invest in oil and/or gas wells or properties located in the state of Texas (the “Territory”), that he will first offer to the Company the opportunity to acquire and/or invest in such interests (the “Offer”) prior to directly and/or indirectly proceeding with such opportunity for his own account. The Company shall have a period of thirty (30) days from the receipt of written notice to elect whether it desires to accept the Offer, and absent an affirmative decision of the Company, in writing to accept the Offer, EJ shall be permitted to pursue same for his own account.

(b) EJ will not hold, accept or otherwise acquire any position with another entity, as a shareholder, partner, consultant, officer or director, which such position imposes on him, or may impose upon him in the future, a duty which could result in a conflict of interest arising between him and the Company respecting any aspect of oil and gas exploration, development and production, including, without limitation, acquisition or divestiture of

properties, access to financing and personnel, *except* that EJ shall be permitted to engage in non-competitive consulting activities with other exploration and/or production companies, provided that the activities are approved in advance by the Company's Board in writing.

(c) In the event that EJ terminates his employment without "Good Reason" or the Company terminates EJ's employment for "Cause" and the Company is not in default of any material provision of this Agreement, EJ shall not, without the prior written consent of the Company, directly or indirectly, own, manage, operate, finance, control or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend any credit to, or render services or advice to any business, firm, corporation, partnership, association, joint venture or other entity that engages in or conducts the business of oil and gas exploration or any other business the same as or substantially similar to the business then engaged in or conducted by, or then proposed to be engaged in or conducted by, the Company or included in the future strategic plan of the Company, anywhere within those states where the Company owns or operates properties at the time EJ terminates his employment with the Company; provided, however, that EJ may own less than 5% of the outstanding shares of any class of securities of any enterprise (but without otherwise participating in the activities of such enterprise). This restriction on EJ's activities shall terminate twelve (12) months from the date of such termination. In the event that the Company shall merge or be acquired or if this Agreement is otherwise assigned by the Company to another entity, EJ expressly consents to the assignment of this provision to such successor or assignee.

(d) For a period of one (1) year after the termination of his employment, EJ shall not:

(1) Recruit, solicit or hire, or attempt to recruit, solicit or hire, any employee, or independent contractor of the Company to leave the employment (or independent contractor relationship) thereof, whether or not any such employee or independent contractor is party to an employment agreement;

(2) Attempt in any manner to solicit or accept from any customer of the Company, with whom the Company had significant contact during the term of the Agreement, business of the kind or competitive with the business done by the Company with such customer or to persuade or attempt to persuade any such customer to cease to do business or to reduce the amount of business which such customer has customarily done or is reasonably expected to do with the Company, or if any such customer elects to move its business to a person other than the Company, provide any services (of the kind or competitive with the business of the Company) for such customer, or have any discussions regarding any such service with such customer, on behalf of such other person; or

(3) Interfere with any relationship, contractual or otherwise, between the Company and any other party, including, without limitation, any supplier, distributor, co-venturer or joint venturer of the Company to discontinue or reduce its business with the Company or otherwise interfere in any way with the business of the Company.

10. Construction and Enforcement of Sections 8 and 9. The parties hereto recognize and acknowledge that the provisions of Sections 8 and 9 are of great importance and value to the Company. EJ recognizes that the provisions of Sections 8 and 9 are necessary for the Company's protection, are reasonable restraints ancillary to the formation and organization of the business and the retention of EJ to work for the Company, and that the Company would be irreparably damaged by a breach thereof and would not be adequately compensated by monetary damages. The Company, therefore, in addition to its other remedies, shall be entitled to an injunction from any court having jurisdiction restraining any violation or threatened violation of the provisions of Sections 8 and 9, without the necessity of proving monetary damages, without the necessity of proving that monetary damages would be insufficient, and without the necessity of posting a bond. If any provision of Sections 8 and 9 is held to be unenforceable because of the scope, duration or area of its applicability, the court making such determination shall have the power to modify such scope, duration or area, or all of them, and such provision shall then be applicable in such modified form. If any provision of Sections 8 and 9 shall be held to be invalid, prohibited or unenforceable in any jurisdiction for any reason, such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition or unenforceability, without invalidating the remaining provisions of Sections 8 and 9 or affecting the validity or enforceability of such provisions in any other jurisdiction

11. Release upon Termination or Expiration. In the event that the employment of EJ with the Company is terminated or expires for any reason, in exchange for payment in full of all amounts owing to EJ under the terms of this Agreement at the date of termination, EJ shall execute and deliver to the Company a general release in form to be determined by the Company, to the effect that EJ acknowledges that receipt of any monies and benefits pursuant to the terms of this Agreement is in full satisfaction of any and all outstanding claims or entitlements which EJ may otherwise have against the Company or Eagleford, as well as the officers, directors, employees and agents of the Company and Eagleford.

12. Notices. For purposes of this Agreement, notices and other communications provided for in this Agreement shall be in writing and shall be delivered personally or sent by United States certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, addressed as follows:

If to EJ:	Eric Johnson P.O. Box 100-164 Sunset Beach, CA 90742
If to the Company:	Dyami Energy LLC % Eagleford Energy Inc. 1 King Street West, Suite 1505 Toronto, Ontario, Canada M5H 1A1

or to such other address or the attention of such other person as the recipient party has previously furnished to the other party in writing in accordance with this paragraph. Such notices or other communications shall be effective upon delivery or, if earlier, three days after they have been mailed as provided above.

13. No Violation. EJ hereby represents that his entry into this Agreement and performance of his duties hereunder will not violate the terms or conditions of any other agreement to which EJ is a party or by which he is bound.

14. Miscellaneous.

a. All issues and disputes concerning, relating to or arising out of this Agreement and from EJ's employment by the Company, including, without limitation, the construction and interpretation of this Agreement, shall be governed by and construed in accordance with the internal laws of the Province of Quebec, without giving effect to principles of conflicts of law.

b. EJ and the Company agree that any provision of this Agreement deemed unenforceable or invalid may be reformed to permit enforcement of the objectionable provision to the fullest permissible extent. Any provision of this Agreement deemed unenforceable after modification shall be deemed stricken from this Agreement, with the remainder of the Agreement being given its full force and effect.

c. Failure or delay on the part of either party hereto to enforce any right, power or privilege hereunder shall not be deemed to constitute a waiver thereof. Additionally, a waiver by either party or a breach of any promise hereof by the other party shall not operate as or be construed to constitute a waiver of any subsequent waiver by such other party.

d. EJ and the Company independently have made all inquiries regarding the qualifications and business affairs of the other which either party deems necessary. EJ affirms that he fully understands this Agreement's meaning and legally binding effect. Each party has participated fully and equally in the negotiation and drafting of this Agreement. Each party assumes the risk of any misrepresentation or mistaken understanding or belief relied upon by him or it in entering into this Agreement.

e. EJ's obligations under this Agreement are personal in nature and may not be assigned by EJ to any other person or entity. This Agreement shall be enforceable by the Company and its parents, affiliates, successors and assigns, and the Company shall require any successors and assigns to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place.

f. This instrument constitutes the entire Agreement between the parties regarding its subject matter. When signed by each of the parties, this Agreement supersedes and nullifies all prior or contemporaneous conversations, negotiations, or agreements, oral and written, regarding the subject matter of this Agreement. In any future construction of this Agreement, this Agreement should be given its plain meaning. This Agreement may be amended only by a writing signed by the parties.

g. This Agreement may be executed in counterparts. A counterpart transmitted via facsimile and all executed counterparts, when taken together, shall constitute sufficient proof of the parties' entry into this Agreement. The parties agree to execute any further or future documents which may be necessary to allow the full performance of this Agreement. This Agreement contains headings for ease of reference. The headings have no independent meaning.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

IN WITNESS WHEREOF, EJ and the Company have caused this Employment Agreement to be executed as of the date first above written.

/s/ "Eric Johnson"

Eric Johnson

DYAMI ENERGY LLC

By: /s/ "David Rector"

Name: David Rector

Title: Manager

EXHIBIT A

WARRANT VESTING SCHEDULE

Event	Number of Warrants Earned*
Enhanced Oil Recovery Pilot Project Commencement ⁽¹⁾	100,000
\$10,000,000 in Gross Sales ⁽²⁾	100,000
\$25,000,000 in Gross Sales ⁽²⁾	100,000
\$100,000,000 in Gross Sales ⁽²⁾	100,000
\$250,000,000 in Gross Sales ⁽²⁾	100,000
\$500,000,000 in Gross Sales ⁽²⁾	100,000
Enhanced Oil Recovery Phase 2 Project Commencement ⁽³⁾	250,000

(1) Refers to the commencement of an enhanced oil recovery system on the Matthews Lease resulting in the production of oil from the San Miguel formation from a configuration of 3 wells or more through an injection operation utilizing hot water, steam, nitrogen, or other such enhanced oil recovery system (the EOR Pilot Project) while Eric Johnson is an employee of the Corporation.

(2) Refers to revenues generated from oil or gas produced on the Matthews Lease and Murphy Lease while Eric Johnson is an employee of the Corporation.

(3) Refers to the production of oil from the San Miguel formation from an expansion of the EOR Pilot Project on the Matthews Lease that results in the production of oil at a rate of no less than 500 barrels a day net to the Corporation and continues at such rate of production for no less than 180 consecutive days while Eric Johnson is an employee of the Corporation.

* All unexercised warrants expire five years from the date of issuance.