

8-K - 2015-02-24

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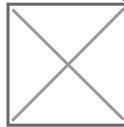
UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **February 23, 2015**



**Lucas Energy, Inc.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction of  
incorporation)

**001-32508**

(Commission File Number)

**20-2660243**

(I.R.S. Employer Identification No.)

**3555 Timmons Lane,**

**Suite 1550, Houston, Texas**

(Address of principal executive offices)

**77027**

(Zip Code)

Registrant's telephone number, including area code (713) 528-1881

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- .. Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- .. Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- .. Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- .. Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

## ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On February 23, 2015, Lucas Energy, Inc. (the “Company”, “we” and “us”) entered into a letter agreement (the “Letter Agreement”), with Louise H. Rogers, the Company’s senior lender pursuant to that certain Letter Loan Agreement and Promissory Note, as amended by the Amended Letter Loan Agreement and Amended and Restated Promissory Note effective April 29, 2014, and the Second Amended Letter Loan Agreement and Second Amended and Restated Promissory Note effective November 13, 2014.

Pursuant to the Letter Agreement, the parties agreed that the interest payments due under the promissory note for January, February and March 2015 (which January and February 2015 interest payments were not previously made by the Company) would be added to the principal amount of the promissory note and be due at maturity; and that interest only payments on the promissory note at the rate of 12% per annum (compared to 15% per annum pursuant to the Second Amended and Restated Promissory Note, and 18% per annum as a result of various events of default which occurred under the loan documents prior to the parties’ entry into the Letter Agreement) would be due between April 2015 and August 2015 (compared to the terms of the Second Amended and Restated Promissory Note, which required amortizing principal payments every month between December 2014 and August 2015 (which amortizing payments we failed to pay from December to February 2015).

The Letter Agreement also provides us the right to extend the maturity date of the promissory note to September 13, 2015, by paying an extension fee of 2% of the remaining balance of the note on or before the current maturity date (August 13, 2015), and to thereafter further extend the maturity date of the promissory note to October 13, 2015, by paying an additional extension fee of 2% of the then remaining balance of the note on or before the September 13, 2015 extended maturity date.

We also agreed to pay the lender all current and past due credit administration and legal fees, a \$50,000 loan amendment fee upon final repayment of the promissory note, and to require that the newly formed entity (“Newco”) which we plan to form with Victory Energy Corporation (“Victory”) (in connection with our planned merger, and prior to the consummation of such merger, our planned arrangement whereby Victory will fund various of our wells), to provide the lender a promissory note in the amount of \$250,000, payable within 90 days following the termination of our proposed merger transaction with Victory, provided that if the planned merger transaction with Victory is consummated, such promissory note will be cancelled, provided further that we will still owe the lender all amounts due under our Letter Loan Agreement and promissory note, each as amended, with the Lender.

Additionally pursuant to the Letter Agreement, the lender released her mortgage on various of our Penn Virginia and Karnes County wells in connection with a planned assignment of such wells and rights thereunder to Newco, provided that once the merger is completed, such wells shall once again be subject to the first priority security interest of the lender.

Finally, we agreed to pay the lender any and all break-up fees we are paid under the terms of our letter of intent with Victory in the event the planned merger does not close, if any.

The lender agreed to waive the prior defaults under the promissory note upon the parties’ entry into the new agreements.

The Letter Agreement provides that definitive documentation memorializing the above terms and conditions would be finalized and executed by the parties within seven to fourteen days of the date of the Letter Agreement.

The foregoing description of the Letter Agreement is qualified in its entirety by reference to the full text thereof which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

## ITEM 8.01 OTHER EVENTS.

On February 24, 2015, the Company issued a press release discussing the Company's entry into the Letter Agreement and the terms thereof. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information responsive to Item 8.01 of this Form 8-K and Exhibit 99.1 attached hereto, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

## ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

### EXHIBIT NO. DESCRIPTION

<a href="#"><u>10.1*</u></a>	Letter Agreement between Lucas Energy, Inc. and Louise H. Rogers dated February 23, 2015
<a href="#"><u>99.1**</u></a>	Press Release dated February 24, 2015

\* Filed herewith.

\*\* Furnished herewith.

### Signature

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

### LUCAS ENERGY, INC.

By: /s/ Anthony C. Schnur  
Name: Anthony C. Schnur  
Title: Chief Executive Officer

Date: February 24, 2015

## EXHIBIT INDEX

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<a href="#">99.1**</a>	Press Release dated February 24, 2015
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\* Filed herewith.

\*\* Furnished herewith.

Louise H. Rogers  
By Sharon E. Conway as her attorney-in-fact  
2441 High Timbers, Suite 410  
The Woodlands, Texas 77380-1052

February 23, 2015

Mr. Anthony C. Schnur, CEO  
Lucas Energy, Inc.  
3555 Timmons Lane, Suite 1550  
Houston, Texas 77027

**Re: Letter Loan Agreement and Promissory Note between Louise H. Rogers as Lender and Lucas Energy, Inc., as Borrower, reflected in the Second Amended Letter Loan Agreement dated November 13, 2014, and the Second Amended and Restated Letter Loan Agreement dated November 13, 2014.**

Dear Mr. Schnur:

In response to your request for amended terms to the Loan, and having reviewed and discussed the issues internally, I offer the following proposed terms as amendments to referenced agreements:

Terms of the Loan to be amended as follows:

1. Jan. 2015 - Mar. 2015 unpaid interest @ 12% per annum added to the principal balance outstanding of the loan,
2. Apr. 2015 - Aug 2015 interest-only payments @ 12% per annum,
3. at the option of Lucas, an extension of the maturity date will be granted through September 13, 2015, and Lucas will pay 12% interest per annum + 2% Extension Fee (Balance remaining due divided by 12 multiplied by 2% = 2% Extension Fee) for the month,
4. at the option of Lucas, a second (and final) extension of the maturity date will be granted through October 13, 2015, and Lucas will pay 12% interest per annum + 2% Extension Fee (Balance remaining due divided by 12 multiplied by 2% = 2% Extension Fee) for the month,
5. Lucas agrees to pay all current and past due credit administration and legal fees, and shall be responsible for prompt payment for all legal fees related to the Aurora note described in item 7 below during the term of that note in the same manner as set forth in the current version of the Letter Loan Agreement between Lucas and Rogers,
6. Lucas agrees to pay a \$50,000.00 loan amendment fee to the credit administrator upon final repayment of the loan,
7. Lucas shall cause Aurora Energy Holdings, LLC ("Aurora"), the "Newco" in Lucas's merger transaction with Victory Energy Corporation ("Victory"), to grant to Rogers a promissory note from Aurora executed in favor of Rogers in the amount of \$250,000.00 payable only within 90 days following the termination of the transaction between Lucas Energy and Victory,
8. in the event the Victory transaction does not close, Lucas agrees that any and all break-up fee proceeds received by Lucas must be immediately paid to Rogers and they shall be applied towards the principal balance due,
9. Lucas will not unreasonably withhold consent to lender to assign or sell its loan,
10. Rogers agrees that upon entering into the amended loan documents reflecting these agreed changes to the transaction, Lucas will no longer be in default. However, Lucas and Rogers both agree that if Lucas defaults under the terms of the newly-amended documents, then all prior defaults by Lucas are revived by the new default and Rogers shall again have all of her rights and remedies under the default provisions of the loan regarding the new and all prior defaults. The revival of prior defaults shall include all prior defaults regardless of whether notice of the default was sent to Lucas by Rogers.

In exchange for the above agreements and amendments, Rogers consents to release her mortgage and to assign to Aurora the following wellbores only. Once the merger is completed, Lucas shall promptly execute any and all mortgages returning the first lien security interest in these wellbores to Rogers:

Penn Virginia Well Names and API#s:

Dingo 1-H	285-33833
Dingo 2-H	285-33832
Dingo 3-H	285-33834
Platypus Hunter 2-H	177-33465
Platypus Hunter 3-H	177-33466

Karnes County Well Names and API#s:

Boggs Unit 1-H	255-34395
Boggs Unit 2-H	255-34396

The parties agree to the above terms and conditions in advance of final documentation to be delivered and executed to finalize and fully reflect these changes within the next seven to fourteen days.

Any Designation made by a person holding a power of attorney for Louise H. Rogers shall constitute a designation by Ms. Rogers.

The parties agree and accept the above terms by their signatures below:

**Borrower:**

Lucas Energy, Inc.

By: /s/Anthony C. Schnur  
Anthony C. Schnur, CEO

Date of Signature: February 23, 2015

**Lender:**

/s/Louise H. Rogers/by SEC  
Louise H. Rogers  
By Sharon E. Conway as her attorney-in-fact

Date of Signature: February 23, 2015

cc: Mr. Chase Robertson  
Robertson Global Credit, LLC  
3525 Sage Rd  
Houston, Texas 77056

**Exhibit 99.1**



FOR IMMEDIATE RELEASE

**LUCAS ENERGY AMENDS TERMS OF LOAN AGREEMENT**

HOUSTON, TEXAS –February 24, 2015 – Lucas Energy, Inc. (NYSE MKT: LEI) (“Lucas” or the “Company”), an independent oil and gas company with its operations in Texas, today announced that its lender has agreed to amend the terms of its Loan Agreement and further granted an optional extension through September 13, 2015 with a second extension option through October 13, 2015 in order to facilitate the Company’s proposed business combination with Victory Energy Corporation (OTCQX: VYEV) (“Victory”).

Under the terms of the amended agreement, Lucas will pay interest at a 12% rate beginning in April 2015, and interest for January, February and March will be added to the outstanding balance of the loan. If the Company elects to extend the maturity of the loan through September or October, a 2% extension fee will be added to the interest rate during the extension period. Lucas also agreed to pay all current and past due legal and administration fees and other costs associated with the amended terms.

The lender will also release a portion of the collateralized oil and gas properties securing the loan so that these properties can be transferred to an affiliate of Victory Energy and funded by Victory and its affiliates prior to the consummation of the business combination. If the business combination does not occur as contemplated, then the lender will have the right to receive a compensation payment from Victory.

“The amendment of our Loan Agreement was a significant step in our process toward establishing the funding intended to provide the capital necessary during the period prior to the consummation of our proposed business combination,” said Anthony C. Schnur, Chief Executive Officer of Lucas Energy, who continued, “We are appreciative to have the opportunity to renegotiate the terms of our Loan Agreement in these turbulent market conditions, and we are encouraged to have taken a significant step toward completion of our transaction with Victory.”

**About Lucas Energy, Inc.**

Lucas Energy (NYSE MKT: LEI) is engaged in the development of crude oil and natural gas in the Austin Chalk and Eagle Ford formations in South Texas. Based in Houston, Lucas Energy's management team is committed to building a platform for growth and the development of its five million barrels of proved Eagle Ford and other oil reserves while continuing its focus on operating efficiencies and cost control.

For more information, please visit the Lucas Energy web site at [www.lucasenergy.com](http://www.lucasenergy.com).

## **About Victory Energy Corporation**

Victory Energy Corporation (OTCQX: VYEEY), is a publicly-held, growth-oriented oil and gas exploration and production company based in Austin, Texas with additional resources located in Midland, Texas. The Company is focused on the acquisition and development of stacked multi-pay resource play opportunities in the Permian Basin that offer predictable outcomes and long-lived reserve characteristics. The Company presently utilizes low-risk vertical well development which offers repeatable and profitable outcomes. Its current assets include interest in proven formations such as the Spraberry, Wolfcamp, Wolfberry, Mississippian, Cline and Fusselman formations.

For additional information on the company, please visit [www.vyey.com](http://www.vyey.com).

## **Safe Harbor Statement and Disclaimer**

This news release includes “forward looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward looking statements give our current expectations, opinion, belief or forecasts of future events and performance. A statement identified by the use of forward looking words including “may,” “expects,” “projects,” “anticipates,” “plans,” “believes,” “estimate,” “should,” and certain of the other foregoing statements may be deemed forward-looking statements. Among these forward-looking statements are any statements regarding the expected completion of the proposed business combination between Lucas and Victory, benefits and synergies of the proposed business combination, Victory’s ability to obtain funding for the Eagle Ford or other wells that are expected to be transferred to Victory, future opportunities of the combined company, and any other statements regarding Victory's or Lucas' beliefs, plans, objectives, financial conditions, assumptions or future events. Although Lucas believes that the expectations reflected in such forward-looking statements are reasonable, these statements involve risks and uncertainties that may cause actual future activities and results to be materially different from those suggested or described in this news release. These include risks that may affect the proposed business combination and related proposed development of the Eagle Ford wells, including the satisfactory completion of due diligence by the parties, the ability of the parties to negotiate and enter into a definitive merger agreement and, if such an agreement is entered into, the satisfaction of the conditions contained in the definitive merger agreement, any delay or inability to obtain necessary approvals or consents from third parties, the ability of the parties to obtain financing for funding obligations, the inability of Lucas to maintain its listing on the NYSE MKT, the ability of the parties to realize the anticipated benefits from the proposed business transaction. The forward looking statements are also subject to risks inherent in natural gas and oil drilling and production activities, including risks of fire, explosion, blowouts, pipe failure, casing collapse, unusual or unexpected formation pressures, environmental hazards, and other operating and production risks, which may temporarily or permanently reduce production or cause initial production or test results to not be indicative of future well performance or delay the timing of sales or completion of drilling operations; delays in receipt of drilling permits; risks with respect to natural gas and oil prices, a material decline which could cause Lucas to delay or suspend planned drilling operations or reduce production levels; risks relating to the availability of capital to fund drilling operations that can be adversely affected by adverse drilling results, production declines and declines in natural gas and oil prices; risks relating to unexpected adverse developments in the status of properties; risks relating to the absence or delay in receipt of government approvals or fourth party consents; and other risks described in Lucas’s Annual Report on Form 10-Q, Form 10-K and other filings with the SEC, available at the SEC’s website at [www.sec.gov](http://www.sec.gov). Investors are cautioned that any forward-looking statements are not guarantees of future performance and actual results or developments may differ materially from those projected. The forward-looking statements in this press release are made as of the date hereof. The Company takes no obligation to update or correct its own forward-looking statements, except as required by law, or those prepared by third parties that are not paid for by the Company. The Company's SEC filings are available at <http://www.sec.gov>.