

ENCANA
LEWIS 7-18H-
1

O&G Lease / Drilling Surface Agreement

SURFACE USE, DAMAGE SETTLEMENT AND RELEASE

This agreement is being made and entered into this 9th day of Dec., 2013 by and between **THOMAS PARKE LEWIS** and **SANDRA TYNES LEWIS**, husband and wife (the parties collectively shall be called the "Surface Owner"), and their heirs, legatees, surface lessees, representatives, successors and assigns, whether one or more, whose address is 2085 Street Road, Liberty, Mississippi 39645 and **ENCANA OIL & GAS (USA) INC.**, its successors, affiliates and assigns, whose address is 5851 Legacy Circle, Plano, Texas 75024.

Pursuant to the terms and conditions of that certain Oil, Gas and Mineral Lease, dated March 2, 2012, but made effective August 2, 2012, a Memorandum of Oil, Gas and Mineral Lease is recorded in Volume 214 Page 307 of the Official Records of Amite County, Mississippi, Encana has the right to drill, complete, operate and abandon the **Lewis 7-18H-1** well located on property owned by the Surface Owner.

In consideration of the sum of (Twenty-One Thousand Sixty-three Dollars and 05/100) (\$ 21,063.05) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Encana is hereby granted the right to construct, install and maintain the drill site, pits, pumps, compressors, tanks, roads, and all appurtenant facilities and equipment necessary for the drilling, completion, operation and abandonment of the **Lewis 7-18H-1** well. The undersigned does hereby release and discharge Encana, its successors, assigns, agents, contractors, and employees, from all damages, claims, causes of action and demands, and all reasonably foreseeable loss, damage or injury to property resulting from the construction, drilling, completion, operation and abandonment of the **Lewis 7-18H-1** well.

It is understood by the Surface Owner and Encana that the following stipulations apply to this agreement:

1. All fences that are removed must be taken down and not pushed into a debris pile.
2. Encana shall build a 4-foot (4') net wire fence with two (2) strands of barbed wire on top of the net wire, around the drill site.
3. Encana agrees to install two (2) cattle guards and three (3) gates along the access road to the Pad.

Please indicate your agreement by signing in the space provided below.

Agreed and accepted this 9th day of Dec., 2013

WITNESSES:

Reggie Jones
Neva Williams

SURFACE OWNER:

Th P. Lewis
Thomas Parke Lewis

WITNESSES:

Reggie Jones
Neva Williams

SURFACE OWNER:

Sandra Tynes Lewis
Sandra Tynes Lewis

LESSOR:
Thomas Parke Lewis and
Sandra Tynes Lewis
2085 Street Road
Liberty, MS 39645
(601) 657-4544

LESSEE:
Encana Oil & Gas (USA) Inc.
14001 N. Dallas Parkway, Suite 1100
Dallas, TX 75240
(214) 987-7100

INDEXING INSTRUCTIONS:

T1N-R4E
Section 7, Irr.
Section 38, Irr.

Producers 88 (9/70)-Paid Up (Rev. 4/11)
With Pooling Provision
Mississippi-Alabama-Florida

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 2nd day of March, 2012, but made effective 2nd day of August, 2012, between

THOMAS PARKE LEWIS and **SANDRA TYNES LEWIS**, husband and wife,

Lessor (whether one or more) whose address is: 2085 Street Road, Liberty, Mississippi 39645,

and **ENCANA OIL & GAS (USA) INC.**, whose mailing address is 14001 N. Dallas Parkway, Suite 1100, Dallas, Texas 75240, as lessee,

WITNESSETH:

1. Lessor, in consideration of Ten Dollars (\$10.00) & Other Valuable Consideration _____ receipt of w acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered by the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, power lines, telephone lines and other structures, on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, hereinafter referred to as "land", is located in the County of Amite, State of Mississippi, and is described as follows:

TOWNSHIP 1 NORTH, RANGE 4 EAST

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

It is intention of the Lessor to lease to the Lessee, and the Lessor does hereby lease to the Lessee all mineral interests owned by the Sections described herein whether correctly described herein or not.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preferred acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 527.5 acres, whether containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as consideration for this lease and all rights, and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of Three years from the effective date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon with no cessation for more than ninety (90) consecutive days.

“In the Beginning”



Timber Harvest





Site Prep Equipment



Road Improvement



Access Road



Site Prep







Site Soil Cement



Finished Pad



Finished Reserve Pit



Arrival of Drilling Equipment



Trinidad 124 “Moving on Site”







Trinidad 124 “Going Up”









Drilling Away









