

AMENDMENT TO OIL AND GAS LEASE
(To Add Shut-in Provision for Oil Wells)

State:

County:

Lessors: (Names and Addresses)

Lessees: (Names and Addresses)

Effective Date:

Lessors, named above, are the successors to the original Lessor (or Lessors, if more than one) in the oil and gas lease (the "Lease"), dated _____ from _____ as Lessor, to _____ as Lessee, recorded in Volume _____, page _____, of the _____ records of the county and state named above, which Lease covers the following lands:

(Description of Lands Subject to Lease)

Lessees, named above are the successors to the original Lessee named in the Lease.

The present Lessors and Lessees have agreed that a necessity exists to amend the Lease to allow Lessees to shut-in the oil well or wells located on the Lease (which wells are recognized by Lessors as being capable of producing oil as provided for in the Lease), by the payment of shut-in royalties, and by those payments, cause the Lease to be perpetuated, recognized as valid, and continuing in force and effect as if the shut-in oil wells located on the lands described above were producing in paying quantities adequate to perpetuate the Lease and continue it in force and effect by its terms.

For valuable consideration, the receipt and sufficiency of which is acknowledged, paragraph _____ of the Lease is amended, as of the Effective Date stated above, to add the following provision:

"If there is an oil well or wells on this Lease, or on lands pooled with this Lease, but oil is not being sold or used, Lessee may pay or tender, annually, on or before the _____ day from which oil is not being produced, sold, or used from the well or wells on the Lease, as royalty, an amount equal to \$_____, and upon tender of the payment this Lease shall remain in full force and effect for a period of _____. Prior to the end of that _____ period, Lessee may make similar payments to maintain this Lease for a like period of time, and continuing to make the payments shall continue this Lease in full force and effect."

In all other respects, the Lease is unchanged. By execution of this Amendment to Oil and Gas Lease, Lessors acknowledge the Lease, as of the Effective Date stated above, to be valid, in force and effect, and the Lessors grant, lease, and let the mineral interest in the lands to Lessees on the terms and provisions provided for in the Lease, as amended.

This Amendment to Oil and Gas Lease may be executed in multiple counterparts, but all the counterparts, taken together, shall be deemed one Amendment. This Amendment to Oil and Gas Lease is executed by each Lessor as of the date of acknowledgment of their respective signatures, but shall be deemed effective for all purposes as of the Effective Date stated above.

Lessors

**sample
Form**