

AMENDMENT TO OIL AND GAS LEASE
(To Amend Pooling Provision)

State:
County:
Lessor: (Name and Address)
Lessee: (Name and Address)
Operator: (Name and Address)
Effective Date: (Date of Lease being Amended)

On (date) , Lessor, named above, granted to Lessee, named above, an oil and gas lease (the "Lease") on the following lands located in the county and state named above (the "Lands"):

(Description of Lands Covered by the Lease)

Paragraph of the Lease grants Lessee the authority to pool and/or unitize the Lands with other leases and lands. This pooling provision allows Lessee to form pooled units containing a maximum of acres for a pooled unit established for an oil well, and acres for a pooled unit established for a gas well. Lessor and Lessee desire to amend that paragraph of the Lease, and the pooling provision it contains, to allow Lessee to form pooled units of greater size than originally provided for in the Lease.

For the consideration received by Lessor on executing the Lease, and the benefits to be derived, Lessor hereby amends Paragraph of the Lease to allow the Lessee, and its successors and assigns, to pool and unitize the lands with other lands and leases, in the manner provided for in the Lease, to allow Lessee, on drilling a horizontal well or wells on a unit that includes the lands, to form units that contain the maximum amount of acreage for an oil well, or a gas well, as permitted by the rules and regulations of (regulatory agency), for proration, allowable, and spacing purposes, based on the horizontal depth, and lateral extent of the well bore around which the unit is formed. Lessor recognizes the maximum size of a pooled unit or units that may be formed is dependant on the depth and horizontal and lateral length of the well bore for each well, and many vary from well to well, and that the pooling provision in the Lease, as now amended, allows Lessee to include the Lease in a unit or units for a horizontal well which contains the amount of acreage and lands as permitted by (regulatory agency) for horizontal wells, to obtain the maximum allowable per well, and comply with all applicable spacing and proration rules and regulations.

In all other respects the Lease remains unchanged. By executing this Amendment, Lessor acknowledges that the Lease is in full force and effect, and ratifies the Lease as to all its terms including those contained in this Amendment.

This Amendment to Oil and Gas Lease is executed by Lessor as of the date of the acknowledgment below, but the Amendment shall be deemed effective for all purposes as of the Effective Date stated above.

Lessor

**sample
Form**