

**AMENDMENT TO OIL AND GAS LEASE**  
(To Change Depository)

**State:**  
**County:**  
**Lessor: (Name and Address)**  
**Lessee: (Name and Address)**  
**Effective Date:**

Lessee, named above, is the present owner of the oil and gas lease (the "Lease") from Lessor, named above dated \_\_\_\_\_, which Lease is on and covers the following lands (the "Lands") in the county and state named above:

(Description of Lands covered by Lease)

The Lease is recorded in Volume \_\_\_\_\_, page \_\_\_\_\_, of the \_\_\_\_\_ Records of that county and state. Lessor and Lessee have agreed to amend the terms of the Lease by naming another depository for the receipt of sums payable to Lessor according to the terms of paragraph \_\_\_\_\_ of the Lease.

For adequate consideration, Lessor and Lessee agree that, as of the Effective Date stated above, Lessee may pay or tender directly to Lessor, or to the credit of Lessor at (Name of Bank) Bank at (Address of Bank) (which Bank or its successors or any bank with which it may be merged or consolidated will be deemed Lessor's agent), all rentals, royalties, or other sums payable under the Lease to the Lessor. The named Bank shall continue as the depository of all payments called for in the Lease, regardless of any change in ownership of Lessor's interest in the Lands, until the Lease is again amended.

All payments or tenders of payment may be made in currency, draft, or check, at the option of Lessee. Lessee's deposit of such currency, draft, or check in any United States Post Office in a postage paid envelope properly addressed to Lessor or the Bank on or before the payment date provided in the Lease shall be deemed proper payment. If the named Bank (or any successor bank) shall fail, liquidate, or be succeeded by another bank, or for any reason should fail or refuse to accept payments to Lessor as provided for in the Lease, Lessee shall not be held in default for failure to make any payments or tender of the payments until thirty (30) days after Lessor delivers to Lessee an instrument, in recordable form, naming and designating another bank or institution as agent to receive payments or tenders of payment which may be due Lessor, as called for in the Lease. Except as modified by this Amendment, Lessor acknowledges and agrees that the Lease is in full force and effect according to its terms, and ratifies the Lease in all other respects.

This Amendment shall extend to and be binding on the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

This Amendment is signed by Lessor and Lessee as of the date of the acknowledgment of their signatures below, but is effective for all purposes as of the Effective Date stated above.

**Lessor**

**Lessee**

**sample  
Form**