**NOTICE OF EXTENSION OF OIL AND GAS LEASE**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ §

 §

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ §

WHEREAS on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter date of lease*), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter name of lessor(s)*), whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, executed an oil and gas lease in favor of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter name of lessee*), whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which said oil and gas lease is recorded in Volume \_\_\_\_\_\_\_\_\_\_,

Page \_\_\_\_\_\_\_, Instrument Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_, of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Records of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, \_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter, the “Lease”); and

WHEREAS the Lease covered the following lands and depths (*enter legal description*):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  If the Lease covered other lands or depths that are intended to be included in this Notice of Extension of Oil and Gas Lease, check this box and attach as an exhibit the list of lands and/or depths intended to be covered herein.

(hereafter, the “Property”);

[ ]  If the Lease covered other lands or depths in addition to the Property that are not included in this Notice of Extension of Oil and Gas Lease, check here.

WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter, the “Lessee(s)”), whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is/are the current lessee(s) of the Lease, insofar and only insofar as the Lease covers the Property described above; and

WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter, the “Lessor(s)”), whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is/are either the same lessor(s) named in the Lease or the successors-in-interest of the original lessor(s) named in the Lease; and

WHEREAS the Lease provided for a primary term of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **months / years** (*circle one*); and

WHEREAS Lessor and Lessee have agreed to modify or otherwise exercise rights under the Lease in order to extend the primary term as set forth below.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is herein acknowledged, Lessor and Lessee hereby modify and amend or otherwise exercise rights under the Lease, **insofar and only insofar** as to the Property described above, as follows (*check one option only*):

[ ]  The Lease contained an option to extend the primary term for an additional \_\_\_\_\_\_\_\_\_\_ **months / years** (*circle one*), and Lessee(s) has exercised said option and extended the primary term of the Lease as provided for in the option. Lessor acknowledges that Lessee(s) has paid the consideration required in the Lease or other applicable agreement, the receipt and sufficiency of which is herein acknowledged, and that Lessee(s) has otherwise complied with all other provisions required to validly exercise said option. Upon exercise of said option, the primary term of the Lease is hereby modified to \_\_\_\_\_\_\_\_\_\_\_\_\_ **months / years** (*circle one*) from the effective date of the Lease.

[ ]  The Lease did not contain an option to extend the primary term; or, either (i) such option has previously been exercised on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter date*) or (ii) the primary term of the Lease has otherwise been modified or extended by agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter date*), with either (i) or (ii) appearing of record in Volume \_\_\_\_\_\_\_\_, Page \_\_\_\_\_\_\_, Instrument Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Records of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Therefore, Lessor and Lessee(s) agree to modify and amend the Lease and further extend the primary term of the Lease by an additional \_\_\_\_\_\_ **months / years** (*circle one*), through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_.

Lessor herein acknowledges that the Lease, as amended or otherwise extended herein, insofar and only insofar as to the Property described above, is in full force and effect in accordance with its original terms and provisions, save as amended or modified herein, and Lessor hereby leases, grants, lets and demises unto Lessee(s), its successors and assigns, the Property, subject to and in accordance with all of the terms and provisions of the Lease as hereby amended and modified or extended.

AGREED AND EXECUTED by the undersigned parties on the dates set forth in their respective acknowledgment below, but effective as of the effective date of the Lease. This Notice of Extension of Oil and Gas Lease may be executed in separate original counterparts by the parties hereto and all such counterparts together shall constitute one instrument.

**LESSOR:**

***If individual: If corporation/partnership:***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ACKNOWLEDGMENT PAGE FOLLOWS]

**For Individual Acknowledgment:**

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ §

 §

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ §

The foregoing instrument was acknowledged before me on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[SEAL] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public, State of \_\_\_\_\_\_\_\_\_\_

**For Corporate/Partnership Acknowledgment:**

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ §

 §

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ §

The foregoing instrument was acknowledged before me on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter title*) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter name of entity*), a \_\_\_\_\_\_\_\_\_\_\_ (*State*) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*type of entity*), [if applicable: as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*capacity, such as general partner, etc.*) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*State*) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*entity*),] on behalf of said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*entity*).

[SEAL] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public, State of \_\_\_\_\_\_\_\_\_\_

**LESSEE:**

***If individual: If corporation/partnership:***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ §

 §

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ §

The foregoing instrument was acknowledged before me on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[SEAL] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public, State of \_\_\_\_\_\_\_\_\_\_

**For Corporate/Partnership Acknowledgment:**

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ §

 §

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ §

The foregoing instrument was acknowledged before me on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter title*) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter name of entity*), a \_\_\_\_\_\_\_\_\_\_\_ (*State*) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*type of entity*), [if applicable: as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*capacity, such as general partner, etc.*) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*State*) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*entity*),] on behalf of said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*entity*).

[SEAL] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public, State of \_\_\_\_\_\_\_\_\_\_