

ADDENDUM TO OIL AND GAS LEASE

THIS ADDENDUM made this ____ day of _____, 20____, by and between _____, of _____, hereinafter "Lessor"

AND

_____, of _____, hereinafter "Lessee" as an Addendum to the Oil and Gas Lease dated _____, for certain real property located at _____ Wayne County, PA, hereinafter the "Property"; and is based upon the following consideration:

WHEREAS, the Property is subject to an Agricultural Conservation Easement, which was granted by _____ to The Commonwealth of Pennsylvania and the County of Wayne, dated _____ and recorded in Wayne County Record Book ____ at page ____ (hereinafter the "Ag Easement"), which runs with the land and restricts the use of the land and regulates any mining or exploration of oil and gas on the Property.

NOW THEREFORE, the parties hereto each intending to be bound hereby, do covenant and agree as follows:

1. Lessor shall have final approval of placement of well locations, pipelines, access roads and any structures in such manner that it will not interfere with the viability of the land for agriculture.
2. Lessee shall do nothing to damage or restrict the viability of the land or the ingress and egress to the land being farmed.
3. Topsoil shall be restored to pre-lease conditions after any installations or once lease activity ceases.

4. Lessee shall be liable to fully compensate Lessor for any damage to the crops or livestock on the Property, or for damage to the Property or interference with the farming of the Property that prevents crops from being grown or livestock being pastured or raised.

5. Lessee agrees not to violate any conditions and/or restrictions set forth in the Ag Easement and to indemnify Lessor, their heirs, successors and assigns, and hold them harmless, from any actions, causes of action (either at law or in equity), judgments, damages, orders to take corrective measures, losses or attorney fees, as a result of a violation of the Ag Easement which was caused by the Lessee, either directly or indirectly.

6. That the terms set forth in this Addendum will be incorporated into the terms of the Lease, and supercede any terms in the Lease inconsistent with the terms set forth in this Addendum. In all other respects, the Lease between the parties dated _____ shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and date first above written.

LESSOR:

LESSEE:
