

VOLUNTARY UNIT AGREEMENT
(OPERATOR - FIELD - VOLUNTARY UNIT)

STATE OF LOUISIANA
PARISH OF

THIS AGREEMENT made and entered into this _____ day of _____, 2004____, by and between THE STATE MINERAL BOARD for and on behalf of the State of Louisiana (hereinafter referred to as the "State") and

, the undersigned owners of the oil, gas and mineral rights and/or mineral leases and similar rights relating to the pooled unit described below (hereinafter referred to as "Lessee"), as follows:

WITNESSETH:

WHEREAS, Lessee is the holder and owner of the oil, gas and mineral rights and/or mineral leases covering and affecting lands in _____ Parish, Louisiana, which lands are described in mineral leases which are described and identified in Exhibit "A" attached hereto and made a part hereof (hereinafter collectively referred to as the "Leases"); and

WHEREAS, the parties hereto desire, in the interest of conservation, to pool and unitize their separately owned interests and rights so as to create a single pooled unit, comprising all or a portion of the property covered and affected by the Leases.

NOW, THEREFORE, in consideration of the premises and of the mutual benefits and advantages resulting from the execution hereof, the parties hereto do hereby agree as follows:

1.

There is hereby established a voluntary unit for the exploration for and production of oil, gas and condensate and other liquid and/or gaseous hydrocarbons from the lands and depths more specifically set forth in Paragraph 7.(a.) herein below, underlying those certain tracts of land comprising all or a portion(s) of State Lease No(s). containing approximately _____ acres, more or less, situated in _____ Parish, Louisiana as depicted and shown more clearly on the plat attached hereto and made a part hereof as Exhibit "B" (hereinafter referred to as the "Voluntary Unit").

2.

a.) The entirety of the land and all leasehold, mineral, mineral royalty and other rights and interests affecting lands within the boundaries of the Voluntary Unit are hereby pooled, combined and unitized as a single unit, and production obtained from any portion of the Voluntary Unit shall constitute production from and as to each of the separate tracts comprising the Voluntary Unit, and under the terms, conditions and requirements of each of the Leases and other contracts affecting the unitized area. All unitized production from the Voluntary Unit shall be allocated to the separate tracts and to the Leases and other contracts thereon in the proportion that the number of surface acres in each such tract included within the Voluntary Unit bears to the total number of surface acres comprising the Voluntary Unit. The tracts, the surface acres in each, and the percentage of participation of each such tracts are shown on the attached Exhibit "B".

b.) Drilling or reworking operations on or production of oil, gas and other associated minerals from, or payment of shut-in royalties associated with any portion of the leases within the boundary of this Voluntary Unit (herein after referred to as "Unit Operations") shall be considered as operations or production on the entire acreage constituting the unit, and shall have the effect of continuing the Leases in force and effect with respect to those lands affected by the Leases which are located within this unit's geographical boundary. Any portion of the lands covered by the Leases which is situated outside the geographical confines of said unit shall not be maintained by Unit Operations, but may be maintained in accordance with the applicable terms, conditions, and requirements of the Leases and/or other contracts.

3.

All royalties and other payments shall be paid on the basis of the proportionate allocations as described herein above and set forth in Exhibit "B" attached hereto and under the terms of the Leases or other instruments under which said royalties or other payments are held. The payment of such proportionate royalties or other payments on production obtained within the Voluntary Unit shall constitute and be considered proper payment of royalties as to all lands included within the Voluntary Unit.

4.

The provisions of the Leases which may operate to decrease the royalties credited thereunder to the respective owners in the event of the failure of title, in whole or in part, shall not be impaired by this agreement and Lessee shall not be liable to any parties for failure of title, in whole or in part, to any tract or interest therein relating to the land within the unitized area. In the event of the failure of title, in whole or in part, as to any type of interest pooled hereby, Lessee shall have no liability to any party hereto, nor shall they be obligated to make any retroactive reapportionment of royalties or payments. In such event, Lessee shall have the right to bring any outstanding title in any type of interest pooled hereby into the unitized area under the terms of this agreement through the execution of appropriate instruments with the owners of such outstanding interest.

5.

This agreement and the Voluntary Unit established hereby shall become binding upon each party who executes or ratifies it as of the date of execution or ratification by such party and shall become effective as of the date this Unitization Agreement is approved and accepted by motion, duly adopted, of the State Mineral Board, for the State of Louisiana, or the date of first production when followed by approval and acceptance by the State Mineral Board as herein set forth, whichever comes first.

6.

Except to the extent herein expressly provided, nothing herein contained shall be construed as altering or otherwise changing in any manner any of the terms or provisions of the Leases committed hereto. Nothing herein contained shall be construed as prescribing any standard or measure as to what shall constitute proper development of property covered by the Leases. It is further understood and agreed that this agreement shall never be construed as imposing upon any royalty owner under the Leases any obligation to pay for any development or operating expense unless such royalty owner is obligated to pay for same by the terms of agreements existing before the execution of this agreement.

7.

a.) This Unit shall cover (here specify either all sands, if the Staff has agreed to an all sands unit, the interval(s) from which unit production is anticipated utilizing the stratigraphic equivalent depths of the top(s) and bottom(s) of said interval(s) as seen in an electric log from an existing well that has seen said interval(s) or, if the unit is from the surface to a certain depth, specify either from the surface to a certain depth or to the stratigraphic equivalent of the bottom of a certain sand as that depth is seen in the electric log of a well that has seen that sand (hereinafter referred to as the "Unit Interval"). The (composite) geographical boundary(ies) of the Unit Interval referred to herein shall comprise the Unit Area which is more particularly set forth and shown in Exhibit "B" attached hereto and comprises (here write the total number of acres contained in the unit).

b.) Upon reaching total depth of the original unit well for this Unit, whether drilled prior to the formation of this Unit or after, and any authorized substitute unit wells which may subsequently be drilled, the Operator shall timely log said well(s) to verify the areal extent of the Unit Interval as it relates to the Unit Area incorporating therewith and utilizing all other available data in Operator's possession. (if an all sands unit, write in here that the log will be used to determine the stratigraphic interval(s) of all possible productive sands encountered which will comprise the Unit Interval and the areal extent of each as they relate to the Unit Area)

c.) After logging the original well to be utilized as the unit well prior to the formation of this Unit, if the well was drilled prior to the formation of this Unit, or, if the unit well, or any authorized substitute unit well, is drilled after the formation of this Unit, within ninety (90) days of logging down to total depth of said unit well, or authorized substitute unit well; and, if the Unit Interval incorporates more than one sand interval, within ninety (90) days of the depletion of or cessation of production in paying quantities from one sand interval and re-completion in a different sand interval of the Unit Interval, operator shall schedule a meeting with the State Mineral Board Staff ("Staff") and, unless notified by the Staff in writing that such a meeting is not necessary at that time, meet with the Staff to present any and all geological, seismic, and/or engineering information pertaining to this Unit. Thereafter, if a reasonable interpretation by the Staff of the information presented warrants same and, further, it is requested in writing, all signatory parties to this Unit Agreement agree and obligate themselves to jointly, with the State, amend the Unit Agreement so that the Unit Interval and Unit Area more accurately reflect the actual areal extent of the identified potentially productive sand interval(s) comprising (if a multiple sands unit, write the identified potentially productive sand intervals remaining which comprise) this Unit and the geographical boundary of same. (if an all sands unit, write that it is to conform the geographical boundary of the Unit Area covered by this Agreement with the composite areal extent of the identified potentially productive stratigraphic intervals.

d.) Any unit or units created by formal order of the Louisiana Commissioner of Conservation, after public

hearing, which affects a sand interval identified as a Unit Interval then currently being produced in this Unit and which production maintains the Leases in force and affect with respect to lands within the Unit Area, shall automatically supersede and entirely replace this Unit with respect to that sand interval only. Thereafter, unit activity on or production from the Commissioner's unit shall serve to maintain the Leases only on those portions of lands covered by the Leases within the Commissioner's unit. With respect to the remaining sand interval(s) identified as the Unit Interval not previously depleted, if any, they shall be covered by this Unit Agreement and the Leases on lands within this Unit, but outside of the Commissioner's unit, shall be maintained only by Unit Operations affecting or production from the remaining Unit Interval within the Unit Area in a timely fashion according to the terms of the Leases and this Agreement.

e.) Any unit or units created by formal order of the Louisiana Commissioner of Conservation, after public hearing, which affects a sand interval identified as a Unit Interval in this Unit, which is not then currently producing, shall automatically supersede and entirely replace this Unit as to that sand interval only and, thereafter, unit operations on or production from the Commissioner's unit shall maintain the Leases only on those portions of lands covered by the Leases within the geographical boundaries of the Commissioner's unit. Unit Operations affecting or production from the remaining sand interval(s) which comprise the Unit Interval shall serve to maintain in force and affect those Leases on land covered by the Leases within the Unit Area under which lie the remaining Unit Interval according to the terms of those Leases and this agreement.

f.) Within thirty (30) days of first production from a well located within the Unit Area that is completed in the Unit Interval, the Operator shall file the necessary documents, forms and plats with the Office of Conservation to amend the well name to reflect a unit well designation in accordance with Statewide Order 29-B.

g.) Failure to do any of the above within thirty (30) days of receipt of written notice from the Staff advising of non-compliance with any of the terms of this Agreement may, at the sole discretion of State, terminate this Unit.

h.) In addition to the survey plat included in the unit agreement, you are requested to submit a diskette or a compact disc containing the .DXF file of the unit boundary with no additional lines, labels, text or graphics. The single line of the unit boundary shall be constructed of individual line segments between vertices.

8.

a.) There shall be no obligation on the part of the Lessees under said Leases to drill any well or wells on one part of said unit to offset another well or wells drilled on other property within said unit, nor shall separate measuring, receiving, or storage tanks ever be required, and said unit may be drilled, developed and operated for the production of oil, gas, and any other liquid or gaseous hydrocarbon mineral as a single unitized operation without reference to the boundary line or lines separating the properties within said unit.

b.) Neither the creation of the aforesaid unit, nor anything herein contained, is intended to imply that the area comprising such unit will, or will not, be efficiently and economically drained by one well.

9.

This agreement shall terminate if the Lessee fails to commence, or causes to be commenced, Unit Operations within one (1) year of the date of approval of this agreement. It is expressly understood that, in the event production, once commenced, should cease, this agreement shall terminate and be of no further force and effect ninety (90) days after such cessation of production; provided, however, that if reworking or re-completion operations or the actual drilling (i.e., spudding) of another well to attempt to establish production of oil, gas or other liquid or gaseous hydrocarbons from another sand interval of the Unit Interval is commenced within such ninety (90) day period, this agreement shall remain in full force and effect so long as such reworking or re-completion or drilling operations are being conducted thereon without a cessation of more than ninety (90) days between the abandonment of one well and the reworking or re-completion of the same or another well or the commencement of the actual drilling of another well until production of oil, gas and any other liquid or gaseous hydrocarbon mineral is restored and obtained in paying quantities from the Unit Interval. For the purpose of this agreement, shut-in gas payments made under each lease shall be considered as production in paying quantities. Except to the extent herein above limited, this agreement shall remain in effect so long as, but only as long as, all of the above described leases remain in full force and effect as to all of the property presently covered thereby which is included within the boundaries of the unit created hereby.

10.

When this unit terminates Lessee shall have one (1) year thereafter to dismantle and remove operating equipment and other facilities from the unit area unless the Leases upon which such equipment or facilities are located are otherwise being maintained in effect.

11.

The parties hereto agree that the foregoing provisions hereof are just, fair, equitable, and proper, and are to their mutual benefit and advantage, and that the foregoing division and apportionment of interests when made shall be and remain binding until the termination of the herein created unit as hereinafter provided for. However, if at any time any question or litigation should arise as to the ownership of any part of the property covered hereby or as to any boundary or limit of any part of the property covered by the aforesaid Leases, neither this agreement nor anything herein contained, nor any of the data, maps, or exhibits considered in connection herewith, whether attached hereto or not, nor any course of conduct followed by any party hereto pursuant to this agreement, shall ever be considered to be, or permitted to serve as, a basis of estoppel against any party hereto, or prevent any party hereto from establishing its ownership, or having the boundaries or limits of its property determined, in any lawful manner, anything herein contained to the contrary notwithstanding.

12.

This instrument may be signed in any number of counterparts, each of which shall be deemed to be a duplicate original, and all counterparts together shall constitute a single instrument. It is also agreed that any party at interest may ratify this agreement by separate instrument and that, as above provided, any lease subsequently acquired by Owners or any one of them may be subjected to the terms hereof by an appropriate declaration.

IN WITNESS WHEREOF, this instrument is executed as of the date set forth above.

WITNESSES:

LESSEE:

COMPANY

By: _____

Its: _____

STATE MINERAL BOARD
for and on behalf of the
STATE OF LOUISIANA
Date:

By: _____
Secretary

ACKNOWLEDGMENTS

STATE OF LOUISIANA

PARISH OF _____

WITNESS ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, personally came and appeared, _____ who by me being first duly sworn, deposed and said:

That he/she is one of the witnesses to the execution of the foregoing instrument and that he/she saw _____ sign said instrument as _____

of the STATE MINERAL BOARD for and on behalf of the STATE OF LOUISIANA, in the presence of appearer and _____, the other subscribing witness.

WITNESS

PRINTED NAME

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 2005.

NOTARY PUBLIC

PRINTED NAME/NOTARY NUMBER

ACKNOWLEDGMENTS

STATE OF LOUISIANA

PARISH OF _____

WITNESS ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, personally came and appeared,

_____ who by me being first duly sworn, deposed and said:

That he/she is one of the witnesses to the execution of the foregoing instrument and that he/she saw

_____ sign said instrument as _____

of the STATE MINERAL BOARD for and on behalf of the STATE OF LOUISIANA, in the presence of appearer and

_____, the other subscribing witness.

WITNESS

PRINTED NAME

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 2005.

NOTARY PUBLIC

PRINTED NAME/NOTARY NUMBER

Paragraph To Be Added to the Voluntary Unit Agreement if Unit is to Have More Than One (1) Well.

The following paragraph is to be added as paragraph 7.(d) but not to replace the existing paragraph 7.(d). The existing paragraph 7.(d) would then become paragraph 7.(e) and so on.

7.(d) The parties acknowledge that after the effective date hereof _____ (Name) _____, as Operator, intends to commence drilling its proposed State Lease _____ Well No. _____ as a second unit well by _____ (Date) _____. Within ninety (90) days of _____ (Date) _____, if the well is not commenced by that date, or within ninety (90) days of cessation of drilling operations for or completion of the proposed State Lease _____ Well No. _____, _____ (Name) _____ will meet with the Staff of the Office of Mineral Resources to present any and all geological, seismic, and/or engineering information pertaining to the unit. Thereafter, if a reasonable interpretation by the Staff of the information presented warrants same, and further, it is requested in writing by the Staff of the Office of Mineral Resources, _____ (Name) _____ agrees and obligates itself to, with the State, amend this Agreement effective as of the date such amendment is approved by the State Mineral Board to change the surface areal configuration of this Unit to more accurately reflect the reservoir being drained by the original unit well, if the State Lease _____ Well No. _____ is not commenced by the above date, or to more accurately reflect the reservoirs being drained by the original unit well and the State Lease _____ Well No. _____ if the said State Lease _____ Well No. _____ is completed as a commercially productive well.