AGREEMENT TO DEFER
PRODUCTION OF STATE ROYALTY GAS

BE IT KNOWN that this agreement is entered into as of the first day of
production, 20____ by and between the STATE MINERAL BOARD for and on behalf of
the STATE OF LOUISIANA, hereinafter referred to for convenience as "State", and the
undersigned party Lessee(s), hereinafter referred to for convenience as "Lessee",

WITNESSETH:

WHEREAS, Lessee owns the___________ percent (______________%) working
interest and State owns the __________ percent (______________%) royalty interest in
the mineral lease(s) described in Exhibit "A" hereto, identified as State Lease(s)
No._________________, comprising __________ acres, more or less, located in
the_________________ Field, __________ Parish, Louisiana, which lease is hereinafter referred to for convenience as the "State Lease"; and

WHEREAS, on _________________, 20____, Lessee completed its
________________________ Well No. ________________, as a shut-in gas well, which
as a lease or unit well has been qualified by State under the provisions of the State Lease as a well capable of producing gas in paying quantities; and

WHEREAS, Lessee has made a diligent and good faith effort to comply with the intrastate marketing provisions of the rider attached to and made part of the State Lease, and will continue to do so for the remainder of the initial period of eighteen (18) months as required therein, but Lessee has requested and State has agreed to waive such requirement to the extent of permitting the production and marketing of gas from the reservoir in which said well is presently completed that is attributable to Lessee's working interest in the State Lease while deferring production of gas attributable to State's royalty interest in the State Lease, as herein provided.

NOW, THEREFORE, State and Lessee agree, as follows:

1. Lessee shall be entitled to produce and sell each month to

(______________, interstate purchaser)

one hundred percent (100%) of the allowable gas produced and saved from the reservoir in which the aforesaid well is presently completed, paying all severance taxes due on the gas. All gas so produced and sold shall be deemed attributable solely to Lessee's working interest in the State Lease, it being the intent of the parties that production of State's royalty share of the gas in the State Lease be deferred until an intrastate market becomes available therefor. Gas so produced and delivered for sale for Lessee's account, however, shall serve to maintain the State Lease in force and effect to the extent provided therein. It is provided also that should such production cease, Lessee may maintain the State Lease under any applicable provision therein for maintaining the same following cessation of production for any cause.

2. An account shall be established and maintained separately from any other
account with State, which shall be credited with that portion of the gas produced and sold equal to State's royalty interest, the production of which is being deferred. Lessee will furnish State with a monthly statement of said account showing the total volume of all gas produced and sold, the price received therefor, the volume of deferred gas production credited to the account of State's royalty interest, and such additional pertinent information as required in the special SR-6 form attached as Exhibit B. No liquid hydrocarbon production shall be deferred and, therefore, all such production attributable to the State Lease shall be allocated, reported and paid for as provided in the State Lease and the customary SR form.

3. If and when an intrastate purchaser is found for the gas attributable to State's royalty interest, and such purchaser commences taking such production, State shall be entitled to receive for delivery to such purchaser a volume of gas equal to one hundred fifty percent (150%) of the gas from the reservoir in which the aforesaid well is presently completed attributable to State's royalty interest under the State Lease, until such time as State has received the total volume of previously deferred royalty gas. At that time the interstate purchaser shall take Lessee's working interest gas and the intrastate purchaser shall take State's royalty gas in the aforesaid proportions fixed by the State Lease.

4. If gas production from the State Lease permanently ceases before State's royalty and Lessee's working interest accounts under the State Lease are in balance as aforesaid, Lessee shall promptly determine and notify State of the volume of State's deferred royalty gas production that was in fact taken and sold by Lessee to Lessee's interstate purchaser, such gas being the last volumes produced from or attributable to the State Lease. Within sixty (60) days, Lessee shall pay State a sum of money equal to the value of State's royalty interest in any remaining volume of deferred gas, not theretofore delivered to the State or previously paid for, less all severance taxes paid by Lessee that are attributable to State's royalty gas. "Value", as used herein, shall be that amount as determined in accordance with Paragraph 6 (b) of the State Lease (Louisiana State Lease Form Revised 1966, 1975 or 1981), but in no event less than the amount paid therefor by Lessee's interstate purchaser.

5. Nothing in this agreement shall ever be construed as a waiver by State of State's right to take in kind the royalty share of gas production as provided in the State Lease, which right is hereby expressly reserved.

6. Lessee will keep State advised of Lessee's progress in finding an intrastate purchaser for the gas production attributable to the State Lease royalty by submitting a written report to State not less than once every three (3) months.

7. This Agreement shall automatically terminate at such time as State's royalty and Lessee's working interest accounts under the State Lease are in balance or, if this does not occur, when production from the State Lease permanently ceases and the aforementioned cash settlement to State has been made.

8. The State Lease shall otherwise remain unchanged and as originally written.

IN FAITH WHEREOF, this Agreement shall become effective in accordance with its
terms and shall inure to the benefit of and be binding on the parties hereto, their successors legal representatives and assigns.

Witnesses:

______________________________________  STATE MINERAL BOARD acting for and on behalf of the STATE OF LOUISIANA

______________________________________  By: ___________________________________

Its: ___________________________________

“State”

______________________________________

______________________________________

______________________________________

______________________________________

______________________________________

______________________________________

______________________________________

______________________________________

“Lessee”

(Appropriate Acknowledgments to be Attached and Executed)
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared
________________________________, who by me being first duly sworn, deposed and said:
That __ he is one of the witnesses to the execution of the foregoing instrument and that __ he 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.

___________________________________
Sworn to and subscribed before me
this ____________ day of _____________________, 20____.

_________________________________________
Notary Public

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared
________________________________, who by me being first duly sworn, deposed and said:
That __ he is one of the witnesses to the execution of the foregoing instrument and that __ he 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.

___________________________________
Sworn to and subscribed before me
this ____________ day of _____________________, 20____.

_________________________________________
Notary Public
SECTION 1
LEASE(S)

1. Oil and Gas Lease dated ____________________________ by and between the State Mineral Board of the State of Louisiana, as Lessor, and ____________________________ as Lessee, recorded in Conveyance Book No.________________ , Folio __________________ Entry No.____________________ , ____________________________ Parish, Louisiana.

2. Oil and Gas Lease dated ____________________________ by and between __________________________________________ as Lessor, and __________________________________________ as Lessee, recorded in Conveyance Book No. _____________________, Folio ______________________, ______________________________________ Parish, Louisiana.

SECTION 2
UNITIZATION
(if applicable)

1. Identification of the unit.

2. Commissioner of Conservation Order No. ____________________________ effective ____________

3. Participation in unit:
SECTION 3
GAS CONTRACT SUMMARY

Purchaser:
Date of Contract:
Term of Contract:
Contract price: Base:
Tax reimbursement:
Btu adjustment:
Escalation:

Point of delivery:
Contract quantities: take-or-pay?
Area rate clause:
FERC clause:
Price redetermination:
Right to process liquids:
Excess Royalty clause:

SECTION 4
RESERVOIR and ECONOMIC ANALYSIS

1. Reservoir map and/or unit plat.
2. Reservoir temperature and pressure, porosity, water saturation, gas and condensate gravity, liquid/gas ratio, Z factor.
3. Calculation of initial gas and condensate in place, per acre-foot.
4. Type drive and assumed recovery efficiency.
5. Recoverable gas and condensate, per acre-foot.
6. Total recoverable gas and condensate.
7. Anticipated recovery, by years.
8. Volume and value of State's share, by years.