All demands for payment shall be effective when received by Guarantor. Guarantor may change the eddress to which demands for payment are to be sent upon written notice to Amoco.

9. Notices to Amoco under this Guarantee shall be in writing and

delivered by mail or telecommunication to the following address:

Amoco Production Company P. O. Box 3092 Houston, Texas 77253-3092

Attention: General Manager, Acquisition and Divestments

Fax: (713) 366-7544

All notices given to Amoco shall be effective when received by the persons designated herein or substitute persons designated by Amoco. Amoco may change the persons and addresses to which notices are to be sent upon written notice to Guarantor.

- 10. This Guerantee and each of its provisions may be waived, modified, varied, releesed, terminated or surrendered, in whole or in part, only by a duly authorized written instrument signed by Amoco and Guarantor. No waiver by Amoco of performance by Guarantor under any of the provisions of this Guarentee shall be construed as a waiver of any subsequent performence by Guarentor under the same or any other provisions of this Guarantee.
- This Guarantee is personal in nature and shall not be assignable by the parties hareto.
- 12. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WYOMING AS TO INTERPRETATION AND PERFORMANCE, WITHOUT REFERENCE TO CONFLICTS OF LAW PRINCIPLES.
- Unless stated otherwise, tha capitalized terms contained in this Guarantee shall have tha meanings set forth in the Agreament.
- 14. Guarantor represents and warrants that, at the time of tha execution and dalivery of this Guarantee, no event exists which is reasonably expected to materially impair in any way the obligations and liabilities of Guarantor to Amoco under this Guarantee. Guarantor further represents and warrants that the person signing this Guarantee on its behalf has been properly authorized by corporate action to do so.
- 15. This writing is the complete and exclusive statement of the terms of this Guarantee and supersedes all prior oral or written representations, understandings, and agraemants between Amoco and Guarantor. Amoco and