

EXHIBIT "G"
To Purchase and Sale Agreement
by and between
Amoco Production Company, Saller
and
Hilcorp Energy I, L.P., Buyer

ASSIGNMENT AND BILL OF SALE

STATE OF [Inaert State] §
 §
COUNTY OF [Insert County] §

This ASSIGNMENT AND BILL OF SALE ("Assignment") dated the [Insert Day] day of [Insert Month], 1997, but effective as of the 1st day of December, 1997 ("Effective Time"), is from Amoco Production Company, a Delaware corporation, with an office at 501 WestLaka Park Boulevard, Houston, Texas 77079 (hereinafter referred to as "Assignor") to [Insert Company Name], a [Insert State of Incorporation] corporation, with an office at [Insert Address] (hereinafter referred to as "Assignee").

FOR Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, CONVEYS, SELLS and ASSIGNS to Assignee the following properties (real, personal or mixed) and rights (contractual or otherwise):

[DEFINITION OF PROPERTIES AND EXCLUDED ASSETS - TO BE INSERTED FROM BASE OF PURCHASE AND SALE AGREEMENT.]

All of the properties (real, personal and mixed) and rights (contractual or otharwise) described are referred to as "Properties".

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Special Warranty Of Title. Seller shall warrant title to and forever defend title to the Properties conveyed to Buyer against every person whomsoever lawfully claiming title to the Properties, or any part thereof by, through or under Seller, but not otherwise.

2. Agreements. This Assignment is mada subject to and shall be burdened by the terms, covenants and conditions contained in any contracts, agreements and instruments affecting tha Properties; and at and after the Effective Time, Assignae expressly agraes to be bound by, assume the