If to Seller by

Amoco Production Company

hand delivery: 550 Westl

550 WestLake Park Boulevard. 4th floor

Houston, Texas 77079

Attn: General Manager of Business Development

AEGNA Acquisitions and Divestments

If to Seller

Amoco Production Company

by facsimile:

Number: 281-366-7544

acsimile: Number: 201-300

Attn: General Manager of Business Development

AEGNA Acquisitions and Divestments

If to Buyer by mail: Hilcorp Energy I, L.P.

1200 Smith Street, Suite 1800

Houston, Texas 77002

Attn: President

If to Buyer by hand

Hilcorp Energy I, L.P.

1200 Smith Street, Suite 1800

delivery: Houston, Texas 77002

Attn: President

If to Buyer by facsimile:

Hilcorp Energy I, L.P. Number: 713-209-2440

Attn: President

19.2 Conveyance Costs. Buyer shall be solely responsible for filing and recording documents related to the transfer of the Properties from Seller to Buyer and for all costs and fees associated therewith, including, without limitation, filing the assignment of the Properties with appropriate federal, state, locel and tribel authorities as required by applicable Law. As soon as practicable after recording or filing, Buyer shall furnish Seller with all recording data and evidence of all required filings.

19.3 <u>Brokers' Fees.</u> Buyer has not retained any brokers, agents or finders and none are affiliated with Buyer or authorized to act on behalf of Buyer in this matter. Buyer agrees to release, protect, indemnify, defend and hold Seller Group harmless from and against any and all Claims with respect to any commissions, finders' fees or other remuneration due to any broker, agent or finder claiming by, through or under Buyer. Seller agrees to release, protect, indemnify, defend and hold Buyer Group harmless from and against any and all Claims with respect to any commissions, finders' fees or other remuneration due to any broker, agent or finder claiming by, through or under Seller.

19.4 Records. Within sixty (60) Days after termination of the Transition Agreement (except as provided below). Seller shall furnish to Buyer all Records which are maintained by Seller: provided however. Seller shall be entitled to

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