

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

GUARANTEE AGREEMENT

This GUARANTEE AGREEMENT ("Guarantee") is made and given the _____ day of _____, 1997, by _____, a _____ corporation, with an office in Houston, Texas ("Guarantor") in favor of **AMOCO PRODUCTION COMPANY**, a Delaware corporation, with an office in Houston, Texas ("Amoco").

WHEREAS, on the ____ day of _____, 1998, Amoco, as seller, and _____ ("Buyer"), as buyer, entered into a Purchase and Sale Agreement (the "Agreement") wherein Amoco agreed to sell and Buyer agreed to purchase certain properties as further defined in the Agreement.

WHEREAS, a condition to Closing contained in the Agreement is that Guarantor provide a guaranty of the prompt, faithful and full performance of the Agreement.

WHEREAS, Guarantor acknowledges the benefits to it of the Agreement and desires to provide said guaranty.

NOW THEREFORE, based on the mutual covenants and agreements contained herein, Amoco and Guarantor agree as follows:

1. Guarantor hereby unconditionally guarantees to Amoco the prompt, faithful and full performance of all of the obligations of Buyer under the Agreement. In addition, Guarantor agrees to reimburse Amoco for all sums paid to Amoco by Buyer, which sums Amoco is subsequently required to return or repay by reason of Buyer's bankruptcy, insolvency or a requirement of any legislative enactment, proclamation or judicial proceeding providing for the postponement of the payment of debts or affecting the exercise of creditors' rights.

2. This Guarantee shall be a continuing guaranty of payment and not of collection. It shall remain in full force and effect pending full performance of the Agreement and the undertakings stated in this Guarantee.

3. Amoco hereby agrees to use reasonable efforts to inform Guarantor in writing of any dishonor or default by Buyer at least five (5) days prior to making demand on Guarantor for payment under this Guarantee;