

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF UTAH
COUNTY OF SANPETE

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KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, PETRO-HUNT L.L.C., a Delaware limited liability company with offices at 1601 Elm Street, Suite 3400, Dallas, TX 75201, herein referred to as ASSIGNOR, has BARGAINED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED and by these presents does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY, an undivided TWO-THIRDS (2/3) interest, in the following undivided proportions unto

Est 141048 B 540 P 675
Date: 01-DEC-2006 11:04AM
Fee: \$2,098.00 Check
Filed By: KEH
REED D HATCH, Recorder
SANPETE COUNTY CORPORATION
For: PETRO HUNT LLC

CLAYTON WILLIAMS ENERGY, INC.
a Delaware corporation
6 Desta Drive, Suite 6500
Midland, TX 79705-5510

YATES PETROLEUM CORPORATION 55% of 1/3
a New Mexico corporation 1
105 South 4th Street
Artesia, N.M. 88210

YATES DRILLING COMPANY 15% of 1/3
a New Mexico corporation
105 South 4th Street
Artesia, N.M. 88210

MYCO INDUSTRIES, INC. 15% of 1/3
a New Mexico corporation
105 South 4th Street
Artesia, N.M. 88210

ABO PETROLEUM CORPORATION 15% of 1/3
a New Mexico corporation
105 South 4th Street
Artesia, N.M. 88210

who are hereinafter collectively referred to as ASSIGNEE, the following interests in and to those certain Oil, Gas, and Mineral Leases, as identified and set forth and described in Exhibit "A" attached hereto, the original of said Leases and the records thereof being made a part hereof for all purposes the same as if copied herein in full, subject to the provisions, terms, conditions, reservations and exceptions contained herein.

THIS ASSIGNMENT IS MADE SUBJECT TO the Trifecta Area of Mutual Interest Agreement dated the 21st day of September, 2005 to be effective as of the 27th day of January, 2005 covering lands in Piute, Wayne, Sevier, Millard, Sanpete and Juab Counties, Utah.

This Assignment incorporates and is made subject to any and all burdens and obligations contained in and applicable to the Leases, whether evidenced by written instrument or otherwise. Without limiting the generality of the foregoing, it is specifically understood and agreed that this Assignment is made, executed, delivered and accepted subject to any overriding royalty interests, production payments, excess royalties and other charges and burdens against production of oil, gas, casinghead gas and other minerals from the assigned Leases.

In the event that any of the Leases cover less than one hundred percent (100%) of any fee, working or other interest, then as to said Leases the interest assigned hereunder shall be proportionately reduced.

This Assignment is made AS IS AND WITHOUT WARRANTY OF TITLE, OR ANY OTHER COVENANT OR WARRANTY WHATSOEVER EITHER EXPRESS OR IMPLIED.

This Assignment shall be effective January 27, 2005. From and after that time, Assignee shall be responsible for and shall bear and pay its proportionate share of all costs and liabilities applicable to or incurred with respect to the Leases.

This instrument may be executed in counterpart, and shall be binding upon each party executing same, and effective as if all parties had signed the same document.

This Assignment shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives, executors, administrators, successors, and assigns.


SIGNED this January 25, 2006 to be effective as provided herein.

ASSIGNOR:

ATTEST:

PETRO-HUNT, L.L.C.

By: 
R. FRED HOSEY, Secretary

BY:  *1/26/06*
BRUCE W. HUNT, President

ASSIGNEE:

ATTEST:

CLAYTON WILLIAMS ENERGY, INC.

By: _____

BY: 
JERRY F. GRONER
Vice-President-LAND

ATTEST:

YATES PETROLEUM CORPORATION *AW*

By: _____

BY: 
RANDY G. PATTERSON, ATTORNEY-IN-FACT

ATTEST:

YATES DRILLING COMPANY *AW*

By: _____

BY: 
RANDY G. PATTERSON, ATTORNEY-IN-FACT

ATTEST:

MYCO INDUSTRIES, INC. *AW*

By: _____

BY: 
RANDY G. PATTERSON, ATTORNEY-IN-FACT

ATTEST:

ABO PETROLEUM CORPORATION ^{AW}

By: _____

BY: *Randy G. Patterson*
RANDY G. PATTERSON, ATTORNEY-IN-FACT

STATE OF TEXAS

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COUNTY OF DALLAS

THIS instrument was acknowledged before me on January 26, 2006
2006, by Bruce W. Hunt, President of PETRO-HUNT, L.L.C.

My Commission Expires:

6-24-08



Susan M. Lecroy
NOTARY PUBLIC
STATE OF TEXAS

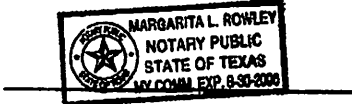
STATE OF TEXAS

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COUNTY OF Midland

THIS instrument was acknowledged before me on FEBRUARY 13
2006, by JERRY F. GRONER, CLAYTON WILLIAMS ENERGY, INC.
VICE PRESIDENT-LAND

My Commission Expires:



Margaret Rowley
NOTARY PUBLIC
STATE OF TEXAS

STATE OF NEW MEXICO

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COUNTY OF Eddy

THIS instrument was acknowledged before me on February 8
2006, by Randy G. Patterson, YATES PETROLEUM CORPORATION.

My Commission Expires:



Andrea Albrecht
NOTARY PUBLIC
STATE OF NEW MEXICO

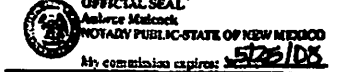
STATE OF NEW MEXICO

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COUNTY OF Eddy

THIS instrument was acknowledged before me on February 8
2006, by Randy G. Patterson, YATES DRILLING COMPANY.

My Commission Expires:



Andrea Albrecht
NOTARY PUBLIC
STATE OF NEW MEXICO

STATE OF NEW MEXICO §
COUNTY OF Eddy §
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THIS instrument was acknowledged before me on February 8
2006, by Randy G. Johnson, MYCO INDUSTRIES, INC.

My Commission Expires:
 **Andrae Mulcock**
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 5/25/08

Andrae Mulcock
NOTARY PUBLIC
STATE OF NEW MEXICO

STATE OF NEW MEXICO §
COUNTY OF Eddy §
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THIS instrument was acknowledged before me on February 8
2006, by Randy G. Johnson, ABO PETROLEUM CORPORATION.

My Commission Expires:
 **Andrae Mulcock**
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 5/25/08

Andrae Mulcock
NOTARY PUBLIC
STATE OF NEW MEXICO