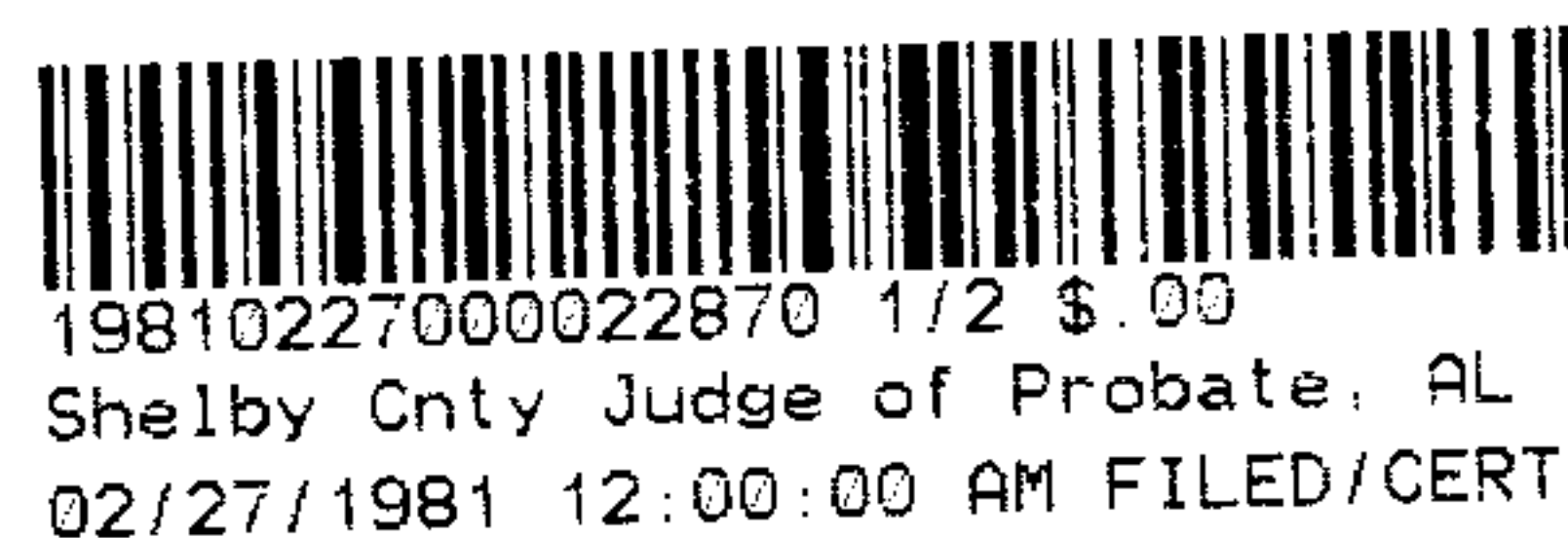


COUNTY OF SHELBY

STATE OF ALABAMA



IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, CLAYTON W. WILLIAMS, JR. and wife, MODESTA S. WILLIAMS, as Assignors, do hereby assign, transfer, sell and convey unto the following parties, their heirs, successors and assigns, as Assignees, overriding royalty interests as follows:

SAM L. PFIESTER	.30% of 8/8ths
L. E. MALONE	.25% of 8/8ths
R. J. PERVINSEK	.20% of 8/8ths
BERNARD G. SCOTT	.125% of 8/8ths
ROBERT R. SMITH	.075% of 8/8ths
WYNONA M. RIGGS	.030% of 8/8ths
SANDRA G. JONES	.020% of 8/8ths

of all the Oil, Gas and associated hydrocarbons produced, saved and sold, if as and when produced, saved and sold, but not otherwise, from the lands set out in and covered by the Oil and Gas Lease described as follows:

OIL AND GAS LEASE

That certain Oil, Gas and Mineral Lease dated June 19, 1979, recorded in Book 322 at page 118, in the Records of Shelby County, Alabama, from Jerry F. Colwell, et ux in favor of Clayton W. Williams, Jr. (Lease #GC02427)

Said Overriding Royalty Interests shall be free of all development, production, marketing and operating expense; however, said interests shall bear and pay currently their portion of gross production taxes, pipeline taxes, and all other taxes assessed against the gross production subject to said Overriding Royalty Interests. It is agreed that nothing herein contained shall impose upon the Assignor, his heirs, successors, or assigns, any duty or obligation to develop or operate the properties covered by the above described Oil and Gas Lease for Oil, Gas and associated hydrocarbons, not imposed by the provisions of said Oil and Gas Lease, nor to maintain said Oil and Gas Lease in effect by the payment of Delay Rentals.

It is understood and agreed that the Assignor shall have the right to pool the Oil and Gas Lease and the lands covered thereby, or any part thereof, with other lands and leases into voluntary units, or into units as established by any governmental authority having jurisdiction, and if said Oil and Gas Lease, and the lands covered thereby, or any part thereof is pooled accordingly, then the Overriding Royalty Interests herein conveyed shall be reduced in the proportion that the acreage burdened by said Overriding Interests bears to all the acreage included in any such pooled unit.

CLAYTON W. WILLIAMS, JR.

P. O. BOX 1568

FORT STOCKTON, TEXAS 79735

BOOK 322 PAGE 118

In the event Assignor's total interest in the Oil, Gas and associated hydrocarbons in the lands set out in and covered by the above described Oil and Gas Lease is less than the entire leasehold estate, then the fractional interests hereinabove assigned as Overriding Royalty Interests shall be reduced proportionately so as to accord with the total fractional interest in the Oil, Gas, other hydrocarbons, and all other minerals actually owned by the Assignor.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 29th day of DECEMBER, 1980.

Clayton W. Williams, Jr.
CLAYTON W. WILLIAMS, JR.

Modesta S. Williams
MODESTA S. WILLIAMS

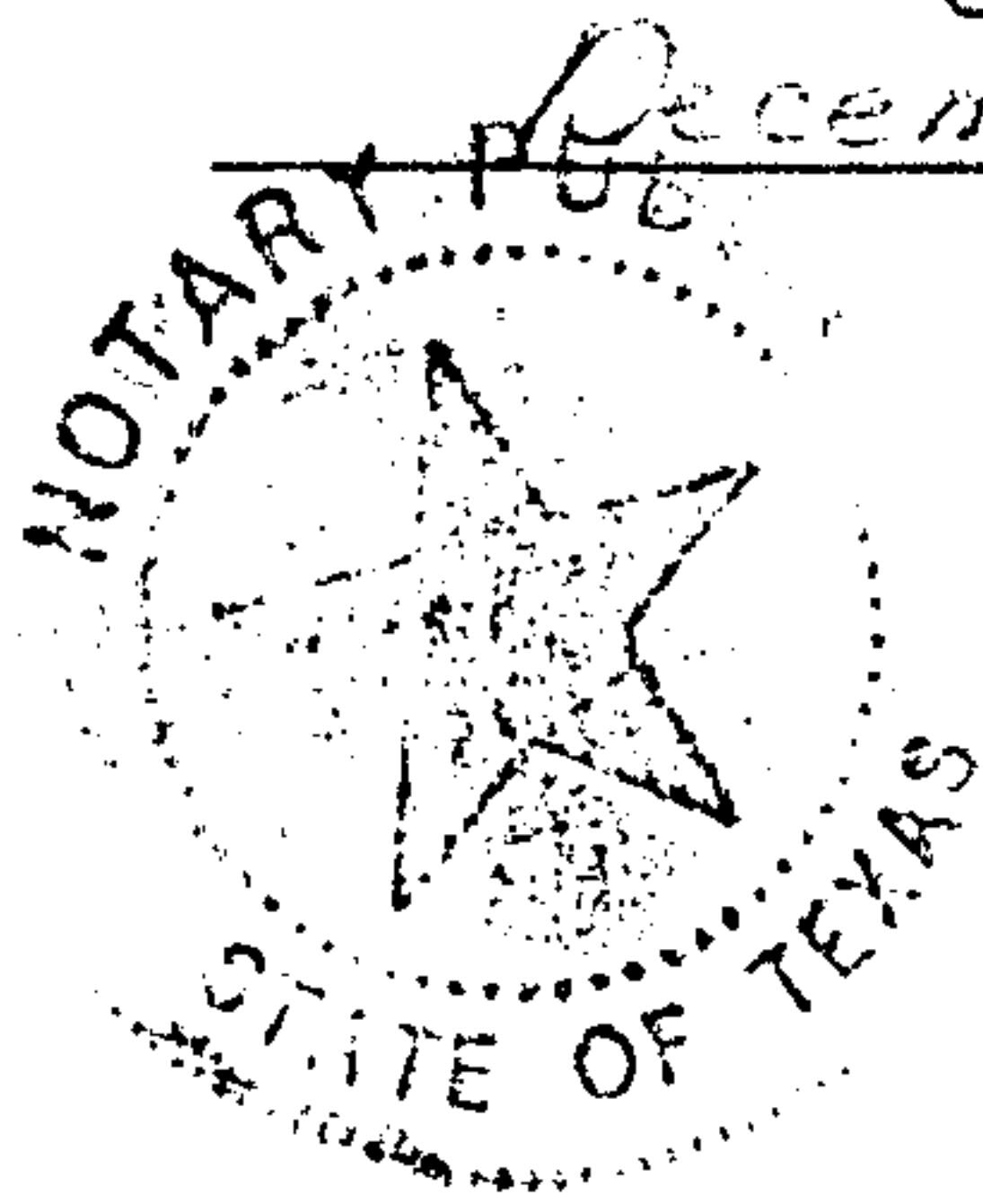
19810227000022870 2/2 \$.00
Shelby Cnty Judge of Probate, AL
02/27/1981 12:00:00 AM FILED/CERT

ACKNOWLEDGEMENT

STATE OF Texas
COUNTY OF Midland

I, Mary G. Jacobs Notary Public in and for the State and County aforesaid, hereby certify that CLAYTON W. WILLIAMS, JR. and wife, MODESTA S. WILLIAMS, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand this 29th day of December, 1980.



Mary G. Jacobs
NOTARY PUBLIC
JACOBS, Notary Public
Midland County, Texas
My Commission Expires 1-31-84.

STATE OF ALA. SHELBY CO.
CLERK OF COURT
THIS INSTRUMENT WAS FILED
1981 FEB 27 AM 10:15 Rec. 300
J.L. 100
400
JUDGE OF PROBATE