

**AFFIDAVIT OF TERMINATION OF THE THOMAS H. ROBERTS, JR.  
LIMITED PARTNERSHIP AND ASSIGNMENT OF OIL AND GAS LEASES**

Thomas H. Roberts III, Susan Shawn Roberts, Michael J. Roberts, and Catherine H. Roberts, each being duly sworn, allege and state:

1. **Partnership; Current Partners.** We are the current and only partners of the Thomas H. Roberts, Jr. Limited Partnership, an Illinois Limited Partnership (the "Partnership"), which was created by an Agreement of Limited Partnership dated May 1, 1978, which Agreement was restated on January 1, 1991 (as restated, the "Partnership Agreement"); and

2. **Partnership Provisions.** Article 3 of the Partnership Agreement provides, in relevant part, that the term of the partnership "shall continue until December 31, 2011, unless dissolved earlier as hereinafter provided." Article 13 of the Partnership Agreement provides, in relevant part, that the Partnership Agreement "may be amended only by a written agreement executed by all Partners;" and

3. **Previous Extensions of Partnership.** As the partners of the Partnership, we passed a Resolution Approving Continuation of the Partnership as of December 31, 2011 which effectively continued the Partnership until February 29, 2012; and we passed a similar resolution which effectively continued the Partnership until August 31, 2012.

4. **Termination of Partnership.** As of August 31, 2012, the Partnership shall finally terminate.

5. **Assignment of Partnership Oil and Gas Lease Interests.** Upon termination, the Partnership's interest in those Oil and Gas Leases set out with particularity on Exhibit A, attached hereto and incorporated herein by this reference, together with the rights incident thereto and personal property thereon, appurtenant thereto, or used and obtained in connection therewith, shall be transferred in equal shares to:

Thomas H. Roberts III  
Susan Shawn Roberts  
Michael J. Roberts  
Catherine H. Roberts

collectively, "Grantees."

This Assignment shall transfer and convey to Grantees all of Partnership's interests in the Oil and Gas Leases described above including, but not limited to, royalties, overriding royalties, working interests, leasehold interests, and any other interest in or carved out of the interests described.

Dated this 18 day of July, 2012.



Thomas H. Roberts, III

\_\_\_\_\_  
Susan Shawn Roberts

\_\_\_\_\_  
Michael J. Roberts

\_\_\_\_\_  
Catherine H. Roberts

**ACKNOWLEDGMENTS**

STATE OF Colorado )  
 ) ss:  
COUNTY OF Arapahoe )

This instrument was acknowledged before me on this 18<sup>th</sup> day of July, 2012 by Thomas H. Roberts, II.



Darlene DeLaune  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2012 by Susan Shawn Roberts.

\_\_\_\_\_  
Notary Public

My Appointment Expires:

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2012 by Michael J. Roberts.

\_\_\_\_\_  
Notary Public

My Appointment Expires:

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2012 by Catherine H. Roberts.

\_\_\_\_\_  
Notary Public

My Appointment Expires:

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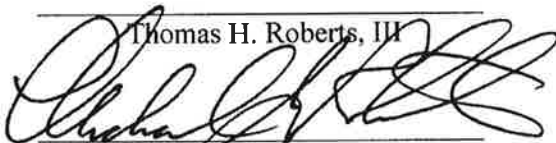

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Susan Shawn Roberts  
Michael J. Roberts  
Catherine H. Roberts

collectively, "Grantees."

This Assignment shall transfer and convey to Grantees all of Partnership's interests in the Oil and Gas Leases described above including, but not limited to, royalties, overriding royalties, working interests, leasehold interests, and any other interest in or carved out of the interests described.

Dated this 10 day of July, 2012.

  
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Thomas H. Roberts, III  
  
\_\_\_\_\_  
Michael J. Roberts

\_\_\_\_\_  
Susan Shawn Roberts

\_\_\_\_\_  
Catherine H. Roberts



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Susan Shawn Roberts  
Michael J. Roberts  
Catherine H. Roberts

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Dated this 26<sup>th</sup> day of July, 2012.

\_\_\_\_\_  
Thomas H. Roberts, III

  
\_\_\_\_\_  
Susan Shawn Roberts

\_\_\_\_\_  
Michael J. Roberts

\_\_\_\_\_  
Catherine H. Roberts



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Dated this 17 day of July, 2012.

\_\_\_\_\_  
Thomas H. Roberts, III

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Susan Shawn Roberts

\_\_\_\_\_  
Michael J. Roberts

  
\_\_\_\_\_  
Catherine H. Roberts





EXHIBIT A - OKLAHOMA

State	County	Legal Description	Working Interest
Oklahoma	Ellis	Brandenburg #1 (Prop. No. 31001000[1]) <i>Upper &amp; Lower Morrow Decks</i>	Section 27-22N-26W  0.04882810
	Ellis	Brandenburg #2 (Prop. No. 43912000)	Section 27-22N-26W  0.04882810
	Ellis	Stuart Unit #2 (Prop. No. 31008000)	Lots 1, 2, 3, & 4 of Section 8 & All of Section 9-22N-26W  0.04553130
	Ellis	Sheffield "28" #1 (Prop. No. 32011000)	Section 28 and fractional Section 29-22N-26W  0.066666666
	Ellis	Zola Adams (Prop. No. 34001000)	Section 24-18N-26W  0.06250000
	Ellis	Henderson "23" #1 (Prop. No. 33001000)	Section 23-18N-26W  0.06250000
	Ellis	Henderson 23 #2 (Prop. No. 36002000)	Section 23-18N-26W  0.05953370
	Ellis	State 36-2 (Prop. No. 53012000)	Section 36-18N-26W  0.03388817
	Ellis	State 36-3 (Prop. No. 53041000)	Section 36-18N-26W  0.03388817
	Ellis	Gray 31-3 (Prop. No. 53040000)	Section 31-18N-25W  0.05520950
	Ellis	Gray 31-4 (Prop. No. 53057000)	Section 31-18N-25W  0.05520950
	Ellis	Roger Gray 6-1 (Prop. No. 43828000[1]) <i>Tonkawa &amp; Morrow Decks</i>	Section 6-17N-25W  0.06250000

I-H-003353 Book 0866 Pg. 905  
 08/02/2012 10:50 am Pg 0897-0908  
 Fee: \$ 35.00 Doc: \$ 0.00  
 Lynn Smith - Ellis County Clerk  
 State of Oklahoma

I-H-003353 Book 0866 Pg. 906  
 08/02/2012 10:50 am Pg 0897-0908  
 Fee: \$ 35.00 Doc: \$ 0.00  
 Lynn Smith - Ellis County Clerk  
 State of Oklahoma

	Ellis	Charles Gray #1 Triad (Prop. No. 43871000)	Section 6-17N-25W	-0-
	Ellis & Roger Mills	Appel 32-2 (Prop. No. 43816000[1]) <i>Upper &amp; Lower Morrow</i>	Section 32-18N-25W	0.05300290
	Ellis	Appel 32-3 (Prop. No. 53055000)	Section 32-18N-25W	0.05300290
	Ellis	Appel 32-4 (Prop. No. 53017000)	Section 32-18N-25W	0.05300290
<b><i>South Higgins Atoka Unit</i></b>				
Oklahoma	Ellis	Zola Adams 24-2 (Prop. No. 43801000)	Section 24-18N-26W	
	Ellis & Roger Mills	Appel 32-1 (Prop. No. 37002000)	Section 32-18N-25W	
	Ellis	Barton 25-1 (Prop. No. 36001000)	Section 25-18N-26W	
	Ellis	Barton 25-2 (Prop. No. 37010000[1]) <i>Upper &amp; Lower Decks</i>	Section 25-18N-26W	
	Ellis & Roger Mills	Denman 32-1 (Prop. No. 36003000)	Section 32-18N-25W	
	Ellis	Detrixhe 26-1 (Prop. No. 34006000)	Section 26-18N-26W	
	Ellis	Detrixhe 26-2 (Prop. No. 37008000)	Section 26-18N-26W	

I-H-003353 Book 0866 Pg. 907  
 08/02/2012 10:50 am Pg 0897-0908  
 Fee: \$ 35.00 Doc: \$ 0.00  
 Lynn Smith - Ellis County Clerk  
 State of Oklahoma

	Roger Mills	Eakins 4-1 (Prop. No. 43806000)	Section 4-17N-25W	
	Roger Mills	Eakins 5-1 (Prop. No. 43818000)	Section 5-17N-25W	
	Roger Mills	Eakins 4-2 (Prop. No. 43817000)	Section 4-17N-25W	
	Ellis	Eldon Smith 30-1 (Prop. No. 35004000)	Section 30-18N-25W	
	Ellis	Eldon Smith 30-1 LT (Prop. No. 35004001)	Section 30-18N-25W	
	Ellis	Eldon Smith 30-2 (Prop. No. 37011000)	Section 30-18N-25W	
	Ellis	Gray 31-1 (Prop. No. 37007000[1]) <i>Upper &amp; Lower Decks</i>	Section 31-18N-25W	
	Ellis	Gray 31-2 (Prop. No. 43803000)	Section 31-18N-25W	
	Ellis	Richards 33-1 (Prop. No. 37013000)	Section 33-18N-25W	
	Ellis	Richards 33-2 (Prop. No. 43809000[1]) <i>Upper &amp; Lower Decks</i>	Section 33-18N-25W	
	Ellis	State 36-1 (Prop. No. 37003000)	Section 36-18N-26W	

I-H-003353 Book 0866 Pg. 908  
08/02/2012 10:50 am Pg 0897-0908  
Fee: \$ 35.00 Doc: \$ 0.00  
Lynn Smith - Ellis County Clerk  
State of Oklahoma

	Ellis	Thad Miller 30-1 (Prop. No. 43805000)	Section 30-18N-25W	
	The South Higgins Atoka Unit is billed on a unit basis, while the revenue is paid on a well-by-well basis. Thomas H. Roberts Ltd. Partnership's billing interest in the unit is:			0.05403845