



Department of State.

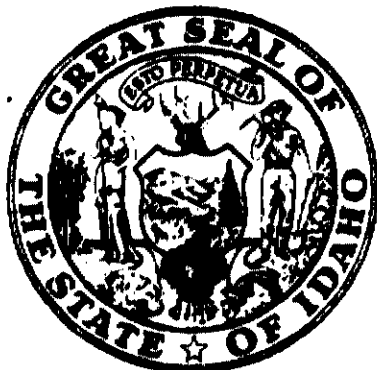
**CERTIFICATE OF REGISTRATION
OF**

DAMON 1982-83 OIL AND GAS INCOME FUND - SERIES 1982-3

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of DAMON 1982-83 OIL AND GAS INCOME FUND -
SERIES 1982-3 for Registration in this State, duly signed and verified pursuant to the provisions of the Idaho Limited Partnership Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Registration to DAMON 1982-83 OIL AND GAS INCOME FUND - SERIES 1982-3 to transact business in this State under the name DAMON 1982-83 OIL AND GAS INCOME FUND SERIES 1982-3 LIMITED PARTNERSHIP and attach hereto a duplicate original of the Application for Registration.

Dated May 31, 1983.



Pete T. Cenarrusa

SECRETARY OF STATE

by: _____

200364

**APPLICATION FOR REGISTRATION OF
FOREIGN LIMITED PARTNERSHIP**

To the Secretary of State of the State of Idaho: ⁸³ MAY 31 PM 4 15

Pursuant to the provisions of Chapter 2, Title 53, Idaho Code, the undersigned Limited Partnership hereby applies for registration to transact business in your State, and for that purpose submits the following statement:

- SECRETARY OF
STATE
1. The name of the limited partnership is Danmon 1982-83 Oil and Gas Income Fund -
Series 1982-3
 2. The name which it shall use in Idaho is Danmon 1982-83 Oil and Gas Income Fund -
Series 1982-3 Limited Partnership
 3. It is organized under the laws of the Commonwealth of Pennsylvania
 4. The date of its formation is September 30, 1982
 5. The address of its registered or principal office in the state or country under the laws of which it is organized is c/o Spector, Cohen, Gaden & Rosen, P. C., 1700 Market Street,
Philadelphia, Pennsylvania 19103
 6. The name and street address of its proposed registered agent in Idaho are United States
Corporation Company, 700 W. Idaho Street, Boise, Idaho, 83701
 7. The general character of the business it proposes to transact in Idaho is:

SEE ATTACHED

8. The names and business addresses of its partners are (must be completed only if not included in the certificate of limited partnership):

Name	General or Limited	Address
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Included in the Certificate of Limited Partnership attached

hereto and made a part hereof.

(continued on reverse)

8. (Continued)

Name	General or Limited	Address

9. This Application is accompanied by a copy of the certificate of limited partnership and amendments thereto, duly authenticated by the proper officer of the state or country under the laws of which it is organized.

Dated March 11, 19 ⁸³
Damson 1982-83 Oil and Gas Income Fund -
Series 1982-3

By Damson Oil Corporation

A General Partner

STATE OF New York

COUNTY OF New York

ss:

By:

[Signature] Vice President

I, Margaret R. Rush, a notary public, do hereby certify that on this
11th day of March, 19 ⁸³, personally appeared
before me Mervin E. Wetzler, who being by me first duly sworn,
declared that he is a general partner of Damson 1982-83 Oil and Gas Income Fund -
Series 1982-3.

that he signed the foregoing document as a general partner of the limited partnership and that the statements therein contained are true.

*Vice President of Damson
Oil Corporation

Margaret R. Rush
Notary Public

MARGARET R. RUSH
Notary Public, State of New York
No. 4771285
Qualified in New York County
Commission Expires March 30, 1984

The business and purpose of the Limited Partnership shall be to engage in the oil and gas business in the manner described herein. The Limited Partnership may acquire, by purchase, lease, exchange or otherwise, interests in oil, gas, mineral and related properties and assets of every kind and nature, which may be direct, indirect, proved, unproved, developed and/or undeveloped. Upon acquisition of such interests, the Limited Partnership may hold, operate and dispose of such interests, and shall produce oil and gas, market production, dispose of assets and engage in or perform any and all other acts or activities which the General Partner may determine to be in the best interest of the Limited Partnership in connection with the business of the Limited Partnership. It is anticipated that the Limited Partnership will conduct its principal business in the United States of America; however, business may be conducted in any other country or countries in which the General Partner believes it would be to the advantage of the Limited Partnership to do so. The General Partner will make no commitment to conduct business in any state of the United States or any foreign country without having first satisfied itself that the conduct of such business will not result in materially adverse tax consequences to the Limited Partners as a whole but without regard to their individual tax positions. The business and purpose of the Limited Partnership shall include any of the rights and powers of the Limited Partnership and the General Partner described in the Articles of Limited Partnership (the "Articles"), which, to the extent not specifically set forth in this Paragraph 2 shall be deemed to be additions to the business and purposes of the Limited Partnership. The Articles are annexed hereto and made a part hereof for all purposes of this Certificate.

Commonwealth of Pennsylvania



March 11, 1983

To All to Whom These Presents Shall Come: Greeting:

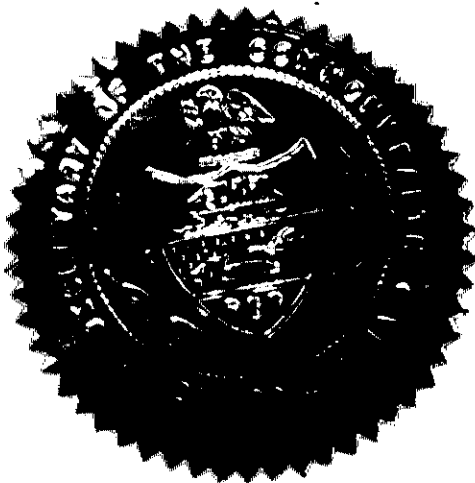
IN RE: "DARSON 1982-83 OIL AND GAS INCOME FUND - SERIES 1982-3"

I, WILLIAM R. DAVIS, Secretary of the Commonwealth of the

Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a

true and correct photocopy of Certificate of Limited Partnership

which appear of record in this Department.



IN TESTIMONY WHEREOF, I have hereunto set
my hand and caused the seal of the Secretary's
Office to be affixed, the day and year above
written.

William R. Davis
Secretary of the Commonwealth

672895

CERTIFICATE OF LIMITED PARTNERSHIP

OF

DAMSON 1982-83 OIL AND GAS INCOME FUND -

SERIES 1982-3

WHEREAS, Damson Oil Corporation, as general partner (the "General Partner"), and certain individuals set forth on Schedule A hereto, as limited partners (the "Limited Partners"), desire to form a limited partnership under the Pennsylvania Uniform Limited Partnership Act of 1975; and

WHEREAS, the laws of the Commonwealth of Pennsylvania (59 Pa. C.S. Section 512) require that, in order for a limited partnership to be formed, the General Partner and Limited Partners must execute and acknowledge a Certificate of Limited Partnership setting forth certain of their respective rights and obligations.

NOW, THEREFORE, the parties hereto hereby set forth this Certificate of Limited Partnership, as follows:

1. The name of the limited partnership is DAMSON 1982-83 OIL AND GAS INCOME FUND - SERIES 1982-3 (the "Limited Partnership").

2. The business and purpose of the Limited Partnership shall be to engage in the oil and gas business in the manner described herein. The Limited Partnership may acquire, by purchase, lease, exchange or otherwise, interests in oil, gas, mineral and related properties and assets of every kind and nature, which may be direct, indirect, proved, unproved, developed and/or undeveloped. Upon acquisition of such interests, the Limited Partnership may hold, operate and dispose of such interests, and shall produce oil and gas, market production, dispose of assets and engage in or perform any and all other acts or activities which the General Partner may determine to be in the best interest of the Limited Partnership in connection with the business of the Limited Partnership. It is anticipated that the Limited Partnership will conduct its principal business in the United States of America; however, business may be conducted in any other country or countries in which the General Partner believes it would be to the advantage of the Limited Partnership to do so. The General Partner will make no commitment to conduct business in any state of

Filed in the Department of State of
the 30th day of September 1982

William C. Davis

Secretary of the Commonwealth
vod

the United States or any foreign country without having first satisfied itself that the conduct of such business will not result in materially adverse tax consequences to the Limited Partners as a whole but without regard to their individual tax positions. The business and purpose of the Limited Partnership shall include any of the rights and powers of the Limited Partnership and the General Partner described in the Articles of Limited Partnership (the "Articles"), which, to the extent not specifically set forth in this Paragraph 2 shall be deemed to be additions to the business and purposes of the Limited Partnership. The Articles are annexed hereto and made a part hereof for all purposes of this Certificate.

3. The location of the principal place of business of the Limited Partnership in Pennsylvania is c/o Spector Cohen Gadon & Rosen, P.C., 1700 Market Street, Philadelphia, Pennsylvania 19103.

4. The General Partner and the Limited Partners of the Limited Partnership and their respective addresses are:

<u>General Partner</u>	<u>Address</u>
Damson Oil Corporation	366 Madison Avenue New York, NY 10017

<u>Limited Partners</u>	<u>Address</u>
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See Schedule A annexed hereto and made a part hereof.

5. The Limited Partnership shall commence on the date of the filing of this Certificate with the Department of State of Pennsylvania, and shall continue until the Limited Partnership shall cease to hold property, as such term is defined in the Articles of Limited Partnership (the "Articles") or until December 31, 2008, whichever shall first occur, unless sooner terminated as provided in the Articles.

6. The Limited Partners have contributed to the capital of the Limited Partnership the sums set forth on Schedule A annexed hereto and made a part hereof.

7. There is no agreement on the part of the Limited Partners to make any additional contributions to the capital of the Limited Partnership.

8. No time has been agreed upon as to when the contributions of the Limited Partners are to be returned except that pursuant to Paragraph I of Article 4 of the Articles if Limited Partners' capital contributions available for property transactions have not been fully committed

within two years of the closing of the offering, except for necessary operating capital, such uncommitted amounts shall be distributed pro rata to the Limited Partners as a return of capital, and without deductions for commissions, selling expenses and 40% of management fee. However, the General Partner has agreed to repurchase the interests of Limited Partners as set forth on Schedule A, subject to the limitations contained in Article 6 of the Articles. In addition, with the consent of the General Partner, transferees of Limited Partnership Interests may surrender their Limited Partnership Interests in exchange for the pro rata share of Limited Partnership net assets attributable to such Interests pursuant to Article 8G of the Articles.

9. a. Pursuant to Paragraph B of Article 4 of the Articles, except as otherwise provided in Article 4 of the Articles, Limited Partnership costs and revenues shall be allocated between the General Partner and the Limited Partners in proportion to such Partners' respective contributions to the capital of the Limited Partnership. The costs and revenues referred to in Paragraph B include, without limitation: (i) all costs and expenses arising out of or relating to the acquisition of Partnership Properties as such term is defined in the Articles (exclusive of General and Administrative Costs and Operating Costs as such terms are defined in the Articles); (ii) revenues from and costs attributable to the temporary investment of Limited Partnership capital available for property acquisitions; and (iii) net proceeds from the sale of Partnership Property referred to in Paragraph L of Article 4 of the Articles.

b. Pursuant to Paragraph D of Article 4 of the Articles, anything to the contrary herein notwithstanding, except in the case of Partnership Property referred to in Paragraph L of Article 4 of the Articles, net proceeds (gross proceeds less selling expenses and other costs associated with such transaction, if any) from the sale of Partnership Property shall be allocated as follows:

(1) The net proceeds of sale up to an amount equal to the Limited Partnership's cost for the property sold, less accumulated depreciation, depletion (computed on a cost basis) and amortization, shall be allocated to the General Partner and the Limited Partners in proportion to their respective contributions to the capital of the Limited Partnership.

(2) The General Partner shall be allocated such portion of any remaining net proceeds as shall equal (i) 9/90 of the Limited Partnership's cost of the property sold, less accumulated depreciation, depletion (computed on a cost basis) and amortization, if, at the time of sale, the Limited Partners shall

not have attained Payout as such term is defined in the Articles or (ii) 14/85 of the Limited Partnership's cost of the property sold, less accumulated depreciation, depletion (computed on a cost basis) and amortization, if, at the time of sale, the Limited Partners shall have theretofore attained Payout.

(3) The General Partner shall be allocated such portion of any net proceeds of sale then remaining as shall equal 9/99 of such net proceeds prior to Payout and 14/99 of such net proceeds after Payout.

(4) Any remaining net proceeds shall be allocated to the General Partner and Limited Partners in accordance with the provisions of Paragraph B of Article 4 of the Articles.

c. Pursuant to Paragraph E of Article 4 of the Articles, anything to the contrary herein notwithstanding, before the application of any other provisions of Article 4 of the Articles respecting allocations to the Partners other than the provisions of Paragraph D of Article 4 of the Articles, in the case of revenues and other proceeds referred to in Subparagraph (1) of this Paragraph, and the costs and expenses referred to in Subparagraph (2) of this Paragraph prior to Payout the General Partner shall be allocated 9/99 of such revenues, other proceeds, costs and expenses, and after Payout 14/99 of such amounts.

(1) The revenues and other proceeds referred to in this Paragraph are all revenues and proceeds of the Limited Partnership other than revenues from the temporary investment of Limited Partnership capital available for property acquisitions, net proceeds from the sale of property referred to in Paragraph D of Article 4 of the Articles (to the extent taken into account under that Paragraph), and net proceeds from the sale of property referred to in Paragraph L of Article 4 of the Articles.

(2) The costs and expenses referred to in this Paragraph are all costs and expenses of the Limited Partnership excluding (a) depreciation, depletion and amortization, (b) the costs and expenses specifically enumerated in Paragraph F of Article 4 of the Articles, (c) costs and expenses arising out of or relating to the acquisition of Partnership Properties, and (d) costs and expenses incurred in connection with the temporary investments of Limited Partnership capital.

d. Pursuant to Paragraph G of Article 4 of the Articles, anything to the contrary herein notwithstanding, the repayment of borrowings (exclusive of interest), the proceeds of which are used to acquire producing properties, shall be made out of the Limited Partners' and General Partner's shares of revenues as set forth in Article 4 of the Articles, but in the proportion that the Limited Partners and General Partner are charge dthe cost of acquiring such properties.

e. Pursuant to Paragraph K of Article 4 of the Articles, if a transferee of a Limited Partnership Interest is permitted to exchange such Interest for a pro rata share of Limited Partnership net assets pursuant to Paragraph G of Article 8 of the Articles, the General Partner's contribution to capital of the Limited Partnership shall be deemed to have increased by 9/99 of the capital contribution attributable to the surrendered Interest if such surrender took place prior to Payout and by 14/99 if such surrender took place after Payout to take into account the share of the allocation described in Paragraph E of Article 4 of the Articles which had theretofore been applied in respect of the revenues and other proceeds and costs and expenses attributable to the surrendured Interest. The General Partner's and Limited Partner's share of revenues, proceeds, costs and expenses shall be correspondingly adjusted so that their sum shall equal 100% to take into account the share of such revenues and costs attributable to the Limited Partnership net assets distributed to such transferee. The increases in the General Partner's contribution to the capital of the Limited Partnership provided by this Paragraph shall be forfeited and shall revert to the remaining Limited Partners in the event of a voluntary withdrawal of the General Partner as general partner pursuant to Paragraph G of Article 9 of the Articles or a termination of the Limited Partnership pursuant to Subparagraphs B(1) and B(3) of Article 11 of the Articles.

f. Pursuant to Paragraph L of Article 4 of the Articles, notwithstanding the provisions of Paragraphs D and E of Article 4 of the Articles, net proceeds (gross proceeds less selling expenses and other costs associated with such transaction, if any) from the sale of property described below shall be allocated to the Partners in accordance with the provisions of Paragraph B of Article 4 of the Articles. The property referred to in this Paragraph is: (1) property which (i) is acquired in connection with the acquisition of oil and gas and related properties by the Partnership, (ii) would not be suitable for the Limited Partnership to own if acquired separately, and (iii) before the closing for the acquisition of such property, is earmarked by the General Partner for resale and the General Partner notifies the Limited Partnership in writing

of that fact and (2) property which (a) is sold by the Limited Partnership for the purpose of providing funds for the acquisition of other properties which have been identified by the General Partner, and (b) before the closing for the sale of such property, is earmarked by the General Partner for sale and the General Partner notifies the Limited Partnership in writing of that fact.

g. Pursuant to Paragraph G of Article 9 of the Articles, in the event the General Partner shall withdraw as general partner, the General Partner shall forfeit its interest in the Limited Partnership described in Subparagraphs (2) and (3) of Paragraph D and in Paragraph E of Article 4 of the Articles and any increases in its capital contribution as provided in Paragraph K of Article 4 of the Articles. Except for such forfeiture, the General Partner shall have no liability on account of such withdrawal.

h. Pursuant to Paragraph C(7) of Article 11 of the Articles, in the event the Limited Partnership is terminated upon the voluntary or involuntary dissolution, bankruptcy or liquidation of the General Partner or upon the General Partner's written election to dissolve and wind up the affairs of the Limited Partnership on ninety days prior written notice to the Limited Partners, the General Partner shall forfeit such portion of its interests in the Limited Partnership to the same extent as it would have had the General Partner withdrawn as general partner pursuant to Paragraph G of Article 9 of the Articles and such portion of its capital contribution as provided by Paragraph K of Article 4 of the Articles.

i. Pursuant to Paragraph A of Article 4 of the Articles, each Limited Partner's share of Limited Partnership revenues is computed by the application of a fraction for each Limited Partner, the numerator of which is an amount equal to the dollar amount of his Net Subscription and the denominator of which is an amount equal to the aggregate dollar amount of all Limited Partners' Net Subscriptions. Net Subscription is defined in the Articles as the Limited Partner's Subscription (i.e., the amount which a Limited Partner pays for Limited Partnership Interests in the Limited Partnership) less the Limited Partners' share (99%) of: (i) to the extent such Subscription does not consist of reinvested distributions, 11.956% thereof; and (ii) to the extent such Subscription consists of reinvested distributions, 3.956% thereof. As between a Limited Partner and his assignee, the shares of income, gain, loss, deduction and credit shall be apportioned on the basis of the number of days in the calendar year that each was the holder of the Limited Partnership Interest assigned, without regard to the results of the Limited Partnership's operations during the period before and after the assignment.

10. The right of a Limited Partner to substitute an assignee as contributor in his place, and the terms and conditions of substitution are as follows:

(a) A Limited Partner may assign his interest in the Limited Partnership for which full payment in cash therefor shall have been previously remitted to the Limited Partnership and have his assignee substituted for him as a Limited Partner, with the assignment being effective on the date such assignment is approved by the General Partner but in no event later than the first day of the second month following the submission to the General Partner of all documents required by the General Partner in connection with such assignment, provided:

(i) if less than all of the Limited Partner's interest is assigned, the interest assigned or retained may not be less than \$2,000 (except in the case of a gift or by operation of law) and the assignee makes the agreements, representations and warranties set forth in Paragraph A of Article 10 of the Articles;

(ii) the assignee consents in writing in form and substance satisfactory to the General Partner to be bound by the terms of the Articles in the place and stead of the assigning Limited Partner;

(iii) the General Partner consents in writing to the assignment, which consent may be given or withheld in the General Partner's sole discretion, after taking into account whether such assignment would jeopardize the status of the Limited Partnership as a partnership for Federal income tax purposes, would cause a termination of the Partnership within the meaning of Section 708(b) of the Internal Revenue Code of 1954, as amended, except that the General Partner shall not consent to an assignment which, in the opinion of the General Partner, would cause the General Partner to be unable to make the representation and warranty set forth in Paragraph B(1) of Article 10 of the Articles (for this purpose, the term "Limited Partner" shall be deemed to include transferees of Limited Partners), or would violate, or cause the Limited Partnership to violate, any applicable law or government rule or regulation; and

(iv) no substitution of a Limited Partner which has been consented to by the General Partner pursuant to subparagraph (iii) of this Paragraph (a) shall be effective until the assignor, assignee and all partners execute all certificates and other documents deemed necessary or appropriate by the General Partner and perform all acts in accordance with the laws of the states of the United States, and any other country or

countries in which the Limited Partnership is doing business to the full extent deemed necessary or appropriate by the General Partner to constitute such assignee a Limited Partner and to preserve the status of the Limited Partnership as a limited partnership after the completion of such substitution in accordance with such laws. When the substitution of a Limited Partner becomes effective by the filing of an amendment to the Certificate of Limited Partnership, the assigning Limited Partner shall be relieved of all of his obligations hereunder to the extent permitted by law with respect to his assigned interest.

By executing the Certificate of Limited Partnership, each Limited Partner shall be deemed to have consented to any substitution consented to by the General Partner.

(b) A Limited Partner may assign in whole or in part, his interest in the Limited Partnership for which full payment in cash therefor shall have been previously remitted to the Limited Partnership subject to all of the following:

(i) such assignment shall be made only if such assignment would not cause a termination of the Limited Partnership under Section 708(b) of the Internal Revenue Code of 1954, as amended, and such assignment would not prevent the General Partner from making the representation and warranty set forth in Paragraph B(1) of Article 10 of the Articles;

(ii) such assignment shall be made only if such assignment would not, in the opinion of the General Partner, violate or cause the Limited Partnership to violate any applicable law or government rule or regulation;

(iii) such assignment shall not be recognized by the Limited Partnership until the instrument conveying such Interest has been delivered to the General Partner for recordation on the books of the Limited Partnership and accepted by the General Partner;

(iv) unless an assignee becomes a substitute Limited Partner in accordance with the provisions of Paragraph D of Article 8 of the Articles hereof, such assignment shall not release the assigning Limited

Partner from any of his liabilities hereunder and the assignee shall not be entitled to any of the rights granted to a Limited Partner hereunder, other than the right to receive all or part of the share of revenues, costs, cash distributions or returns of capital to which the assigning Limited Partner would otherwise be entitled (provided that any assignee of an Interest, whether or not such person becomes a substitute Limited Partner, shall be subject to and bound by all the terms and conditions of the Articles pertaining to the Interest assigned); and

(v) if the General Partner so requests, if two or more persons are entitled to receive distributions as a result of an assignment of an Interest hereunder, such persons shall designate one agent to whom such distributions are to be made for their account.

(c) For purposes of this Certificate of Limited Partnership, any transfer of an interest in the Limited Partnership, whether voluntary or by operation of law, shall be considered an assignment.

11. There is no right in the partners (whether General or Limited) to admit persons as additional Limited Partners, except as provided in the Articles and Paragraph 10 hereof.

12. No Limited Partner has a priority over any other Limited Partner as to contributions or as to compensation by way of income.

13. Upon the voluntary or involuntary dissolution, bankruptcy or liquidation of the General Partner, the Limited Partnership shall dissolve. No right is given to continue the Limited Partnership. Since the General Partner is a corporation, no provision is made for death or insanity of the General Partner. The General Partner may not retire, except by substitution of another General Partner in its place.

14. A Limited Partner does not have the right to demand and receive property other than cash in return for his contribution.

15. This Certificate is executed in the names of each Limited Partner by DAMSON OIL CORPORATION, the attorney-in-fact of all such Limited Partners, pursuant to authority granted by powers of attorney on file in the office of the general Partner at 366 Madison Avenue, New York, New York 10017.

GENERAL PARTNER

ATTEST:

DAMSON OIL CORPORATION

(Assistant) Secretary

[SEAL]

By [Signature]
Executive (Vice) President

LIMITED PARTNERS

ATTEST:

(Assistant) Secretary

[SEAL]

By Damson Oil Corporation,
Attorney-in-fact for each Limited Partner whose name is set forth in Schedule A attached hereto pursuant to duly executed and proper powers of attorney previously delivered by each Limited Partner and now in full force and effect.

By [Signature]
Executive (Vice) President

STATE OF NEW YORK)
) ss.:
 COUNTY OF NEW YORK)

On the day of , 1982, before me personally came , to me known, who, being by me duly sworn, did depose and say that he resides at , that he is a Vice President of Damson Oil Corporation, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

BARBARA FISHER
 Notary Public, State of New York
 No. 30-4706318
 Qualified in Nassau County
 Certificate filed in New York County
 Commission Expires March 30, 19.....

STATE OF NEW YORK)
) ss.:
 COUNTY OF NEW YORK)

On the day of , 1982, before me personally came , to me known, who, being by me duly sworn, did depose and say that he resides at , that he is a Vice President of Damson Oil Corporation, that he executed the above instrument in such capacity on behalf of such corporation as attorney-in-fact for each of the Limited Partners whose names are set forth in Schedule A attached hereto, pursuant to due, proper and lawful powers of attorney previously executed and delivered by each of such Limited Partners and now in full force and effect.

Notary Public

D. FISHER
 Notary Public
 Qualified in Nassau County
 Certificate filed in New York County
 Commission Expires March 30, 19.....