

CERTIFICATE OF LIMITED PARTNERSHIP

FOR

CORD INTERESTS, a Limited Partnership

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This Certificate is for Cord Interests, a limited partnership.

1. BUSINESS. The general character of the business of the partnership shall be:

A. To engage in all aspects of the mineral business, including but not limited to exploration for, and development and production of oil and gas; and

B. To do any and all things incidental or related to any of the purposes stated above.

2. REGISTERED AGENT. The name and address of the registered agent for service of process is Edward A. Lawson, whose address is 319 Walnut Avenue, Ketchum, Idaho, 83340.

3. NAME AND ADDRESS OF PARTNERS. The name and business address of each partner of the partnership are stated in Exhibit "1" attached hereto and incorporated herein by this reference.

4. CAPITAL CONTRIBUTION. The amount of cash and a description and statement of the agreed value of the other property or labor or services contributed by each partner are stated in Exhibit "1" attached hereto and incorporated herein by this reference.

5. ADDITIONAL CAPITAL CONTRIBUTIONS. The times at which, or events on the happening of which, any additional contributions agreed to be made by each partner are to be made are, as follows: No partner has agreed to make any additional capital contributions.

6. TRANSFER OF PARTNERSHIP INTEREST. The power of a limited partner to grant the right to become a limited partner to an assignee of his partnership interest, and the terms and conditions of the power are, as follows:

A. Any person who is the assignee of any partnership interest of a limited partner shall become a substituted Limited Partner as of the transfer date, only if:

(1) The partnership and each partner are offered a right of first refusal to purchase the transferring limited

partners' interest as provided in Section 8.3 of the Partnership Agreement;

(2) The written consent of the General Partner to the substitution shall be obtained. Such consent may be withheld for the reasons set forth in Section 8.3d of the Partnership Agreement;

(3) The assignor and assignee shall execute such other instruments as the General Partner may deem necessary or desirable to effect admission of the substituted Limited Partner;

(4) The assignee shall execute the Limited Partnership Agreement;

(5) The assignee shall pay or obligate himself to pay, as the General Partner may require, all reasonable expenses connected with his admission, including but not limited to the cost of preparing and recording an appropriate amendment to the Certificate of Limited Partnership. The substitution shall become effective when that amendment is recorded.

7. TERMINATION OF MEMBERSHIP; DISTRIBUTIONS ON TERMINATION. The time at which or the events on the happening of which a partner may terminate his membership in the limited partnership and the amount of, or the method of determining, the distribution to which he may be entitled respecting his partnership interest, and the terms and conditions of the termination and distribution are, as follows: No agreement has been made regarding a time at which, or an event on the happening of which, a partner may terminate his membership in the partnership.

8. RIGHT TO RECEIVE DISTRIBUTIONS. The partners have the right to receive distributions of Distributable Cash (as defined in the Partnership Agreement) in amounts proportional to their capital contributions.

9. DISTRIBUTIONS OF CAPITAL. The right of a partner to receive, or of a general partner to make, distributions to a partner which include a return of all or part of a partner's contribution are set forth in Article 4 of the Partnership Agreement which generally provides that all such distributions are proportional to each partner's capital contributions.

10. DISSOLUTION AND WINDING UP. The time at which or the event upon the happening of which the limited partnership is to be dissolved and its affairs wound up is the earliest of the following:

A. Expiration of the term of the partnership;

B. The occurrence of any event which causes the dissolution of a limited partnership under the laws of the State of Idaho;

C. The sale of all or substantially all of the Partnership's assets; or

D. The affirmative vote of a majority in interest of the Limited Partners subject to the limitations contained in Section 9.1 of the Partnership Agreement.

11. WITHDRAWAL OF GENERAL PARTNER. The right of the remaining general partners to continue the business on the happening of an event of withdrawal of a general partner is as follows: There is only one general partner. The limited partners have the right to continue the business of the partnership in the event of a withdrawal of a general partner by electing a new general partner.

IN WITNESS WHEREOF, the undersigned have executed to this Certificate of Limited Partnership as of the 31 day of August, 1989.

GENERAL PARTNER:

Charles E. Cord
CHARLES E. CORD

LIMITED PARTNER(s):

Joanne Davis
JOANNE DAVIS

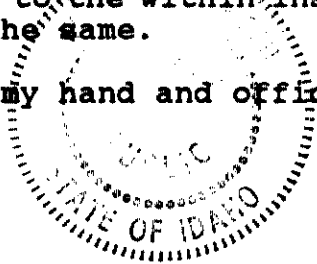
Christina Cord by Cord
CHRISTINA CORD

Errett Cord
ERRETT CORD

STATE OF Idaho)
County of Blaine) ss.

On this 31 day of August, 1989, before me, the undersigned, a Notary Public in and for said county and state, personally appeared CHARLES E. CORD, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

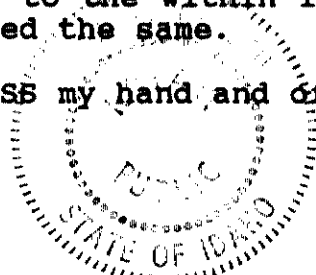


E. H. HANSEN
Notary Public for Idaho
Residing at Blaine County

STATE OF Idaho)
County of Blaine) ss.

On this 31 day of August, 1989, before me, the undersigned, a Notary Public in and for said county and state, personally appeared JOANNE DAVIS, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

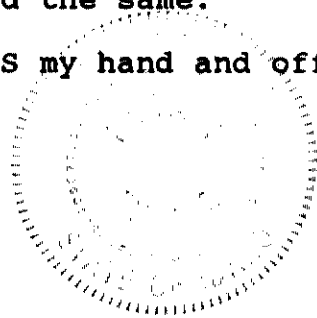


E. H. HANSEN
Notary Public for Idaho
Residing at Blaine County

STATE OF Idaho)
County of Blaine) ss.

On this 31 day of August, 1989, before me, the undersigned, a Notary Public in and for said county and state, personally appeared CHRISTINA CORD, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

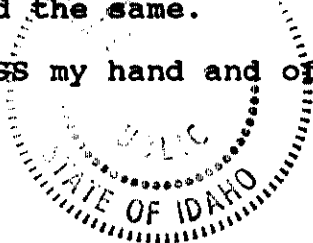


E. H. HANSEN
Notary Public for Idaho
Residing at Blaine County

STATE OF Idaho)
County of Blaine) ss.

On this 31 day of August, 1989, before me, the undersigned, a Notary Public in and for said county and state, personally appeared ERRETT CORD, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



E. A. Adams
Notary Public for Idaho
Residing at Blaine County

EXHIBIT 1 TO
CERTIFICATE OF LIMITED PARTNERSHIP
FOR CORD INTERESTS, a
Limited Partnership

The name and business address of each partner of the partnership and the amount of capital contributed by each are as follows:

GENERAL PARTNER(s):

<u>NAME</u>	<u>ADDRESS</u>	<u>AMOUNT OF CAPITAL CONTRIBUTION</u>
CHARLES E. CORD	P. O. Box 3479 Sun Valley, ID 83353	\$10,566.04

LIMITED PARTNER(s):

Joanne Davis	P. O. Box 3479 Sun Valley, ID 83353	\$10,566.04
Christina Cord	P. O. Box 3479 Sun Valley, ID 83353	10,566.04
Errett Cord	P. O. Box 3479 Sun Valley, ID 83353	10,566.04

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