

Commonwealth of Kentucky

OFFICE OF
SECRETARY OF STATE

FRANCES JONES MILLS
Secretary



FRANKFORT,
KENTUCKY

FOREIGN LIMITED PARTNERSHIP APPLICATION FOR CERTIFICATE OF AUTHORITY

Pursuant to the provisions of Kentucky Revised Statutes Chapter 362, the _____
Chickasaw Fund 1981-1 _____,

a foreign limited partnership organized under the laws of the state of Tennessee,
the home office address of which is 866 Ridgeway Loop Road,
c/o P.O. Box 171801, Memphis, Tennessee 38117 _____,

hereby applies for a Certificate of Authority to transact business in the Commonwealth
of Kentucky and submits the following therefor:

(1) A certified copy of its articles of partnership and all existing amendments
thereto; and

(2) (a) Designates as its process agent Prentice Hall Corporation System
whose address is c/o Charles Hobson, 222 W. Main St., Frankfort, KY 40601 _____

(b) Designates the same address for its registered office.

Dated April 15, 1982 _____.

ORIGINAL COPY FILED
SECRETARY OF STATE OF KENTUCKY
FRANKFORT, KENTUCKY

APR 22 1982

Frances Jones Mills
SECRETARY OF STATE

250826

Signed William M. Roberts Esq.
William Michael Roberts, GENERAL PARTNER, President
Chickasaw Energy Corporation
INSTRUCTIONS

1. \$35.00 filing fee must accompany the application. Make check payable to Kentucky State Treasurer.
2. Mail filing fee and application with articles of partnership to Secretary of State, Capitol Building, Frankfort, Kentucky 40601.
3. Articles of partnership must be certified by office where articles are filed for record.

CERTIFICATE OF FORMATION OF
LIMITED PARTNERSHIP OF
CHICKASAW PUND 1981-1

We, the undersigned, do hereby certify that we intend to conduct or transact business as a limited partnership as follows:

1. The name of this Limited Partnership is Chickasaw Fund 1981-1.

2. Activities: The Partnership shall engage in the exploration and development phases of the oil and gas business on the terms and conditions set forth in the Limited Partnership Agreement made this date (the "Agreement").

3. Principal Place of Business: Chickasaw Energy Corporation, 866 Ridgeway Loop Rd. c/o Box 171801 Memphis, Tennessee 38117.

4. The name, place of residence, designation each partner are:

General Partner	Chickasaw Energy Corporation Box 171801 Memphis, Tennessee 38117
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Original Limited Partner	William Micheal Roberts Box 171801 Memphis, Tennessee 38117
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5. The Partnership shall commence on the filing of this Certificate, and shall continue, unless sooner terminated as provided in the Agreement, until 40 years from such date.

6. Capital Contribution: Each Limited Partner shall subscribe to purchase at least one (1) unit at \$8,000 per unit, constituting a \$8,000 minimum subscription to the Partnership. Limited Partners may subscribe for additional amounts and units of \$8,000. The Limited Partnership subscription is payable in cash at the time of subscribing. The total subscription by the Limited Partners shall not exceed \$272,000.

7. Possible Additional Mandantory Assessments: Each Limited Partners unit is subject to a possible mandantory assessment of \$2,000, one time only.

8. The contribution of the limited partner will be returned only upon the dissolution or termination of the limited partnership. The limited partner shall receive, as a share of the profits, the pro rata of the partnership net profits which its contribution bears to the total contributions by all partners, subject to the right of the general partner to receive its pro rata part of the partnership's net profits which its contribution bears to the total contributions of all partners, subject to the terms of the Agreement.

9. Limited Transferability of Partnership Interests: A Limited Partner may not make a transfer or assignment of interests in the Partnership to any person without the prior written consent of the General Partner. Each Limited Partner agrees that any assignee may become a substituted Limited Partner only upon the consent to such substitution by the General Partner.

10. Priority Among Limited Partners: No Limited Partner has priority over other Limited Partners as to contributions or as to compensation by way of income.

11. No "In Kind" Distribution: No Limited Partner has a right to demand or receive property other than cash in return for his contribution.

12. Power of Attorney: The Limited Partners, by the execution of the Limited Partnership Agreement, jointly and severally have irrevocably authorized the General Partner, or any officer of the General Partner, with full power of substitution, as its true and lawful attorney, in its name, place, and stead to execute, acknowledge, swear to, and file:

(a) the original Partnership Agreement or Certificate of Partnership and all amendments thereto required by law or the provisions of this Agreement.

(b) all certificates and other instruments necessary to qualify or continue the Partnership in any states where the Partnership may be doing business.

(c) all instruments which effect a change or modification of the Partnership Agreement in accordance with the Partnership Agreement.

(d) all instruments to effect the dissolution and termination of the Partnership.

The undersigned agree that this Certificate may be executed and sworn in multiple counterparts, all of which, taken together, shall constitute a single certificate.

The limited partners, as such, shall not be bound by the obligations of the limited partnership or the general partner.

IN WITNESS WHEREOF, the parties do hereby execute and swear to the foregoing Certificate.

GENERAL PARTNER:

CHICKASAW ENERGY CORPORATION
A Tennessee Corporation

By: Wm. M. Roberts
President

LIMITED PARTNER:

CHICKASAW FUND 1981-1,
a Limited Partnership, by
and through its General
Partner, Chickasaw Energy
Corporation, a Tennessee
corporation

By: Wm. M. Roberts
Original Limited Partner

STATE OF TENNESSEE }
COUNTY OF SHELBY }

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Wm. M. Roberts with whom I am personally acquainted and who, upon oath, acknowledged himself to be the president of CHICKASAW FUND 1981-1 the within named bargainor, a corporation, and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such president.

WITNESS my hand and Notarial Seal at office this day of , 1981.

James C. Maxwell
Notary Public

My Commission Expires:
January 15, 1982



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STATE OF TENNESSEE

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James C. Maxwell
Notary Public

STATE OF TENNESSEE }
COUNTY OF SHELBY }

I, Guy B Bates, Register of said county, hereby certify the foregoing


Two (2) pages to be a full, true and perfect copy from the record of my
Ltd Pshp
office of a Certificate of Formation of / from

to Chickasaw Fund 1981-1 of record in Record Book No. S6 Page 7954

Witness my Official Signature and Seal at my office this 21st day of

April 19 82.

Guy B Bates Register

By  D. R.