

Commonwealth of Kentucky

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Commonwealth of Kentucky

FOREIGN LIMITED PARTNERSHIP APPLICATION FOR CERTIFICATE OF AUTHORITY

194518

Pursuant to the provisions of Kentucky Revised Statutes Chapter 362, the _____
Quatro Oil Ventures Program - 1980A

a foreign limited partnership organized under the laws of the state of Minnesota,
the home office address of which is 1614 Harmon Place, Minneapolis, MN 55403

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 Mr. Danny L. Bowen
whose address is 1658 Second Street, Henderson, KY 42420

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

Dated December 3, 1980

QUATRO OIL VENTURES, INC., General Partner

Signed *[Signature]*
Richard A. Barr
President

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 40001.
3. Articles of partnership must be certified by office where articles are filed for record.

ARTICLES OF LIMITED PARTNERSHIP
AND
CERTIFICATE OF LIMITED PARTNERSHIP
OF
QUATRO OIL VENTURES PROGRAM - 1980 A

THESE ARTICLES OF LIMITED PARTNERSHIP AND THIS CERTIFICATE OF LIMITED PARTNERSHIP, made and entered into by and among QUATRO OIL VENTURES, INC., a Minnesota corporation (the Original General Partner), and JOSEPH H. WHITNEY and RICHARD A. BARR, individuals residing in Minnesota, G. O. CHAPMAN, an individual residing in Illinois, and DANNY L. BOWLEN, an Indiana resident (collectively referred to as the Additional General Partners), and such other parties now or hereafter from time to time who shall execute these Articles and this Certificate as Limited Partners:

ARTICLE I.

FORMATION OF PARTNERSHIP

1.1) Formation - The parties hereto do hereby form a limited partnership which is to be so organized and conducted as to comply with the provisions of the Uniform Limited Partnership Act as in effect in the State of Minnesota, the state in which the Partnership has its principal office. The parties agree that they shall promptly file this Certificate of Limited Partnership in the State of Minnesota and any other jurisdiction in which such filing or recording may be required, and any additional or supplemental amended certificates of limited partnership which may be required. The parties further agree that they shall comply with the other provisions and requirements of the Uniform Limited Partnership Act as in effect in Minnesota, which Act shall govern the rights and liabilities of the Partners, except as herein or otherwise expressly stated.

1.2) Name - The business of the Partnership shall be conducted under the business name and style of "Quatro Oil Ventures Program - 1980 A."

1.3) Principal Office - The principal office of the Partnership shall be located at 1614 Harmon Place, Minneapolis, Minnesota 55403, or such other place or places as the General Partners may from time to time designate and give notice of to the Limited Partners.

1.4) Names and Addresses; Designation of Partners - The names and addresses of the Partners and their designation are as follows:

(01) Original General Partner

Quatro Oil Ventures, Inc.
1614 Harmon Place, Suite 300
Minneapolis, Minnesota 55403

(02) Additional General Partners

Joseph H. Whitney
1614 Harmon Place, Suite 300
Minneapolis, Minnesota 55403

Richard A. Barr
1614 Harmon Place, Suite 300
Minneapolis, Minnesota 55403

G. O. Chapman
P.O. Box 483
Olney, Illinois 62450

Danny L. Bowlen
117 North Grant Street
Bloomington, Indiana 47401

(03) Limited Partners - The name and addresses of the Limited Partners are set forth on the signature pages of this Partnership Agreement or exhibits or amendments hereto.

1.5) Term - The Partnership shall commence business on the date hereof and shall continue thereafter until 2015, unless sooner terminated under the provisions of Article 9 hereof.

ARTICLE 2.

DEFINITIONS

As used in these Articles, the following terms shall have the following meanings:

2.1) "Affiliate" refers to (i) a person directly or indirectly controlling, controlled by or under common control with another person; (ii) a person owning or controlling ten percent (10%) or more of the outstanding voting securities of such other person; (iii) any officer, director, or partner of such person; and (iv) if such other person is an officer, director, or partner, any company for which such person acts in any such capacity.

2.2) "Articles" or "Agreement" means these Articles of Limited Partnership and this Certificate of Limited Partnership and any amendment or supplement hereto.

2.3) "Capital Accounts" - See Section 5.8.

2.4) "Direct Administrative Costs" include audit fees, expenses of preparing tax returns and reports, the cost of reserve evaluations prepared by independent petroleum engineers, legal fees, and all other such costs incurred by or on behalf of the Partnership.

2.5) "General and Administrative Overhead Expense" means all customary accounting, geological, engineering, travel, office rent, telephone, secretarial, salaries, and other incidental expenses incurred by the Original General Partner or its Affiliates and allocable to the Partnership's business.

2.6) "General Partner" shall refer to the Original General Partner and the Additional General Partners designated in subsections 1.4(01) and 1.4(02) and any substitute General Partner as provided in Section 6.8(04).

2.7) "Limited Partner" or "Limited Partners" means (i) each person who shall purchase Partnership Units and who shall execute the Partnership Agreement

as a Limited Partner; and (11) each person who is admitted to the Partnership as a substitute Limited Partner pursuant to Section 7.5 hereof.

2.8) "Partner" or "Partners" means the General Partners or the Limited Partners, or both, as the case may be.

2.9) "Partnership" means the limited partnership formed by these Articles, as said Partnership may from time to time be constituted.

2.10) "Partnership Note" shall refer to promissory notes of the Partnership issued in accordance with Section 4.5 hereof which are not secured by any liens or other charges upon Partnership properties, which shall bear simple interest at the lesser of the maximum interest permitted under applicable law or the prime rate as established by the First National Bank of Minneapolis in effect on the dates the respective promissory notes are issued by the Partnership, which shall contain no prepayment penalties and which shall be payable before the distributions to Partners are made pursuant to Section 5.7 hereof.

2.11) "Partnership Properties" shall mean all assets, interests, properties, options, and rights of any type owned by the Partnership.

2.12) "Partnership Unit" or "Unit" means the Partnership interest and appurtenant rights, powers, and privileges of a Limited Partner and represents the stated capital contributions with respect thereto, all as set forth elsewhere herein. The General Partners may acquire and hold Units for their own account.

2.13) "Payout" means the point in time when the Limited Partners as a class receive distributions from the Partnership equal to their total contributed capital pursuant to Sections 4.2 and 4.3.

2.14) "Predecessor Cost" means the sum expended by the General Partners or an Affiliate for leases transferred by them to the Partnership including (i) bonus payments; (ii) expenses incurred in title clearance; (iii) direct expenses for geological, geophysical and seismic services rendered in connection with evaluation of the lease property; (iv) costs of maintaining the lease in force such as delay rentals and ad valorem taxes paid, and (v) interest on funds used to acquire or maintain such leases.

2.15) "Well Costs" means all costs paid by the Partnership with respect to Partnership wells and operations including, without limitation, offering and organizational expenses, leasehold acquisition costs, intangible and tangible drilling and development costs, equipment costs, dryhole contributions, lifting costs, Direct Administrative Costs, and General and Administrative Overhead Expense.

2.16) "Well Revenues" means all revenues received by the Partnership with respect to Partnership wells and operations including, without limitation, revenues derived from sales or other dispositions of oil and gas as produced or remaining to be produced, dryhole contributions and gains derived from sales or other dispositions of a Well, an interest in a Well or other Partnership property.

ARTICLE 3.

PURPOSE AND CHARACTER OF THE BUSINESS

The purpose and character of the business of the Partnership shall be to participate in the exploration, drilling, development and operation of certain oil and gas leases, whether through joint ventures or operating agreements; to produce oil and gas therefrom; to dispose of such leases when the Partners deem appropriate; and to do all other acts incident thereto. The Partnership shall finance such activities primarily through contributions to its capital made pursuant to Article 4 hereof.

ARTICLE 4.

CAPITAL CONTRIBUTIONS

The Partners hereby agree to make the following contributions to the capital of the Partnership:

4.1) General Partners Contributions - The General Partners shall make an initial capital contribution to the Partnership equal to one percent (1%) of the total capital contributed by the Limited Partners. Thereafter, and prior to Payout, the General Partners shall contribute one percent (1%) of all capital contributed by the Limited Partners pursuant to Sections 4.2 and 4.3. The capital contributions may be made by the General Partners in the form of acquired leases and, in such cases, shall be credited to the Capital Accounts of the General Partners in accordance with Predecessor Cost, but subject to Subsection 6.3(02). The General Partners shall contribute whatever capital is required (which amount is in excess of their Capital Accounts) to meet their share of Well Costs following Payout pursuant to Section 5.1(02). Upon the withdrawal of the Additional General Partners as provided in Subsection 6.8(01), the Additional General Partners shall assign their right, title, and interest in the Partnership to the Original General Partner.

4.2) The Initial Offering - The Partnership intends to offer and sell up to thirty-five (35) Partnership Units. Each person who acquires one or more Partnership Units will become a Limited Partner at such time as not less than twenty (20) Units are subscribed to and such person:

(01) Minimum - Purchases one (1) or more Units;

(02) Price Per Unit - Contributes the sum of Fifteen Thousand Dollars (\$15,000) in cash for each Unit purchased;

(03) Consent - Obtains the consent of the General Partners, the granting or denial of which shall be within the absolute and sole discretion of the General Partners; and

(04) Filing of Instruments - Executes and files with the Partnership a written instrument which sets forth an intention to become a Limited Partner and requests admission to the Partnership in that capacity, together with such other instruments as the General Partners may deem necessary or desirable to effect such admission, including the written acceptance and adoption by such person of the provisions of this Agreement.

The offering of the Units will terminate on the earlier of (i) July 1, 1980, (ii) the date upon which thirty-five (35) Units have been sold; or (iii) the date on which the General Partners elect to terminate the offering. The General Partners may extend the offering for an additional period of sixty (60) days. The capitals contributions, addresses and percentages of ownership of Limited Partners shall be in the amount and as otherwise set forth opposite their names on exhibits to be attached hereto.

4.3) Assessments -

(01) Amount; Purposes - Each Partnership Unit shall be subject to pro rata additional assessments to a maximum of Seven Thousand Five Hundred Dollars (\$7,500) (fifty percent of the original per Unit subscription price). Such assessments shall be used for the purpose of completing wells previously initiated, or for the initiation of wells on leaseholds already owned or under contract, all whether pursuant to a joint venture agreement or otherwise.

(02) Non-payment - If any assessment is not paid within ten (10) days of billing by the Partnership, the General Partners shall send such Limited Partner notice of nonpayment. After ten (10) days continued nonpayment subsequent to such notice, the General Partners shall have the right, at their option, to allow the complying Limited Partners (or the General Partners) to elect to meet the assessment of the defaulting Limited Partners (the "Defaulting Limited Partners"). If the General Partners or complying Limited Partners shall contribute funds from time to time to pay any assessments which are not paid by a Defaulting Limited Partner, such Partners shall be herein referred to as the "Contributing Partners" and the following provisions shall apply:

(1) Notwithstanding the provisions of Section 5.2, until such time as there has been distributed to the Contributing Partner pursuant to subparagraph (ii) hereof cash in an amount equal to 300% of the amount of the assessments paid by the Contributing Partner on behalf of the Defaulting Limited Partner, then:

(a) 100% of the Well Revenues otherwise allocable to the Defaulting Limited Partners (from all wells and not only wells on which assessments are expended) pursuant to Section 5.2 shall be allocated and credited to the Contributing Partners; and

(b) 100% of the deductions otherwise allocable to the Defaulting Limited Partners pursuant to Section 5.4 and that are associated with or arise out of the expenditure of such Well Revenues so allocated shall be allocated and charged to the Contributing Partners; provided, however, that in no event shall Well Revenues be allocated to the Contributing Partner if such allocation would cause the Capital Account of the Contributing Partner which is attributable to the amount of assessments paid by the Contributing Partner to exceed 300% of the assessment so paid.

(ii) Notwithstanding the provisions of Section 5.7, until such time as there has been distributed to the Contributing Partner pursuant to

this subparagraph (ii) an amount equal to 300% of the amount of assessments paid by the Contributing Partner on behalf of the Defaulting Limited Partner, 100% of the cash otherwise distributable (from all wells, not only wells on which assessments are expended) to the Defaulting Limited Partner shall be distributed to the Contributing Partner.

The payment by a Contributing Partner of an assessment may occur in connection with a request for a single assessment or in connection with one or more requests for assessments and the payment may be made on behalf of one or more Limited Partners.

4.4) Withdrawal and Return of Capital - No Partner shall have the right to withdraw, or receive any return of his capital contribution except as may be specifically provided herein. Under circumstances requiring return of any capital contribution, no Partner shall have the right to receive property other than cash except as may be specifically provided herein. No Partner shall be paid interest on any capital contribution made hereunder.

In the event any portion of the Limited Partners' original capital contributions is not committed within twelve (12) months of the effective offering date of the Units, or within six (6) months of an assessment pursuant to Section 4.3 hereof (except for such amounts as are set aside for reasonable operating reserves as determined by the General Partners), such portion of the capital contribution shall be distributed, without deduction for offering expenses, to the Limited Partners by the Partnership as a return of capital.

4.5) Loans - The Partners may voluntarily make loans to the Partnership from time to time, as authorized by the General Partners. Any such loans shall not be treated as contributions to the capital of the Partnership for any purpose hereunder, or entitle such Partner to any increase in his share of the Partnership Revenue, costs or distributions from the Partnership. The Partnership shall be obligated to such Partners for the amount of any such loans and such loans shall be evidenced by Partnership Notes.

4.6) Creditor's Interest in the Partnership - No creditor who makes a non-recourse loan to the Partnership shall not have or acquire, at any time as a result of making the loan, any direct or indirect interest in the profits, capital or property of the Partnership other than as a secured creditor.

ARTICLE 5.

ALLOCATION OF REVENUES AND COSTS; DISTRIBUTIONS TO PARTNERS

5.1) Allocation of Well Costs - All Well Costs incurred by the Partnership shall be paid out of funds contributed to the capital of the Partnership by the Limited Partners as described in Article 4 hereof, or out of revenues allocated to the Partners' respective Capital Accounts, and shall be borne by and charged to the Capital Accounts of the respective Partners as follows:

(01) Prior to Payout - Prior to the occurrence of Payout, all Well Costs shall be borne 99% by the Limited Partners and 1% by the General Partners;

(02) After Payout - Except as is provided in Subsection 5.1(03), after the occurrence of Payout, all Well Costs shall be borne 50% by the Limited Partners and 50% by the General Partners;

(03) Farmouts; Joint Ventures - With respect to Well Costs which relate to a Well which is drilled or developed pursuant to a farmout or joint venture arrangement between the Partnership and another partnership in which the General Partners or their Affiliates serve as a general partner, Payout shall be ignored and the allocation provided in Subsection 5.1(01) shall not change after the occurrence of Payout.

5.2) Allocation of Well Revenues - All Well Revenues received by the Partnership shall be allocated to and reflected in the Capital Accounts of the General Partners and the Limited Partners as follows:

(01) Prior to Payout - Prior to the occurrence of Payout, all Well Revenues shall be allocated 95% to the Limited Partners and 5% to the General Partners;

(02) After Payout - Except as is provided in Subsection 5.2(03), after the occurrence of Payout, all Well Revenues shall be allocated 50% to the Limited Partners and 50% to the General Partners;

(03) Farmouts; Joint Ventures - With respect to Well Revenues which relate to a Well which is drilled or developed pursuant to a farmout or joint venture arrangement between the Partnership and another partnership in which the General Partners or their Affiliates serve as a general partner, Payout shall be ignored and the allocation provided in Subsection 5.2(01) shall not change after the occurrence of Payout.

5.3) Allocation of Cost Basis of Partnership Property - The cost basis of Partnership property shall be allocated to the Partners whose capital contributions are expended, and whose Capital Accounts are charged, to acquire such property.

5.4) Allocation of Deductions, Credits, and Losses - All deductions, credits and losses of the Partnership attributable to expenditures by the Partnership shall be allocated to and, as the case may be, divided among the General Partners and the Limited Partners in accordance with the manner in which the expenditures which give rise to such deductions, credits and losses are borne by and charged to the Capital Accounts of the respective Partners. All deductions for depreciation of Partnership Property shall be allocated to and, as the case may be, divided between the Partners in accordance with their respective adjusted tax bases in such property. Loss on the sale or other disposition of Partnership Property shall be allocated to and, as the case may be, divided between the Partners in accordance with their respective adjusted tax bases in such property at the date of sale. Recapture of investment tax credit shall be allocated in the same manner as the tax credit was allocated. Notwithstanding the foregoing, in all events at least 1% of each item of income, gain, loss, deduction or credit shall be allocated to the General Partners.

5.5) Allocations Among Limited Partners - Except as is otherwise provided by Subsection 4.J(02), allocations made to the class of Limited Partners pursuant to Sections 5.1, 5.2, 5.3, and 5.4 shall be on the basis of each Limited Partner's proportionate ownership of Units.

5.6) Transfers of Partnership Interests During Year - If any Partnership Unit is transferred during any fiscal year of the Partnership by assignment, gift, death, operation of law, or in any other manner, all items of income, gain, loss, deduction and credit and all other items of the Partnership with respect to each Partnership Unit so transferred shall be pro-rated between the transferor and the transferee(s) in accordance with the number of months during such year each held such Partnership Unit.

5.7) Distributions to Partners - The General Partners shall, not less than quarterly, review the accounts of the Partners, and may distribute pro rata to the General Partners and the Limited Partners holding Partnership Units of record on the date of such distribution any cash which has been allocated to such accounts and is in excess of amounts reasonably needed in the opinion of the General Partners in the business of the Partnership. Such distributions shall be made in accordance with the allocation provisions of this Article 5, and the determination to make cash distributions and the percentage calculations thereof shall be made on the same basis for the General Partners and the Limited Partners.

5.8) Capital Accounts - Separate Capital Accounts shall be maintained by the Partnership for each Partner. The Capital Account of each Partner shall be (i) credited with the dollar amount of contributions made, (ii) credited with the amount of Well Revenues or gain allocated to the Capital Account of such Partner as of the end of the fiscal year for which so allocated, (iii) debited by the amount of any loss or deductions allocated to such Partner as of the end of the fiscal year for which so allocated, and (iv) debited with the amount of all distributions made to a Partner. The Capital Account of a Partner shall be attributed to his assignee.

5.9) Allocations to Additional General Partners - Until the Additional General Partners withdraw as General Partners pursuant to Section 6.8(01), each Additional General Partner shall be allocated one percent (1%) of each item allocated to the General Partners pursuant to Article 5 and ninety-six percent (96%) thereof shall be allocated to the Original General Partner.

ARTICLE 6.

RIGHTS, DUTIES AND POWERS OF THE GENERAL PARTNERS

6.1) Management and Operation of Business - The General Partners shall have the sole and exclusive right and power to manage and operate the business of the Partnership. The General Partners shall be responsible for the prudent safe-keeping and use of all Partnership funds and assets, whether or not the funds or assets are in its immediate possession or control. The General Partners shall not employ, or permit another to employ, Partnership funds or assets in any manner except for the exclusive benefit of the Partnership. The Original General Partner, acting through its designee, shall be the managing General Partner of the Partnership. The Managing General Partner shall be responsible for the day to day operation of the Partnership. In the event of disagreement among the

General Partners as to the management of the Partnership, a decision of a majority of the Additional General Partners will be controlling.

6.2) Powers of the General Partners - The General Partners shall have all necessary powers to carry out the purposes and business of the Partnership and shall possess all the powers and rights of a partner in a partnership without limited partners except as otherwise provided by law or expressly provided in this Agreement. Without limiting the foregoing, in addition to any other rights and powers which the General Partners may possess, but subject to Section 6.3 hereof, the General Partners shall have all specific rights and powers necessary or appropriate to the management of the business of the Partnership and only the General Partners shall have those rights and powers, including the following:

(01) To Acquire, Manage and Sell Property - To acquire, hold, pool, unitize, farmout, sell or lease any oil and gas interest upon such terms as the General Partners, in their sole discretion, deem to be in the Partnership's best interest.

(02) Enter Into Agreements - To enter into any joint venture agreement, partnership, drilling contract, operating agreement or other agreement deemed necessary in the discretion of the General Partners and relating to oil and gas exploration and development.

(03) To Borrow - To borrow money for and on behalf of the Partnership and, as security therefor, to mortgage, refinance, or otherwise encumber the property of the Partnership, or any interest therein, and, in conjunction therewith, to execute all necessary documents, contracts or agreements for and on behalf of the Partnership and to engage in any means of financing that is customary within the oil and gas business.

(04) Agents - To employ agents (including the General Partners in their separate capacity but subject to the terms hereof), attorneys, accountants, or other persons, firms or corporations (including Affiliates) on such terms as the General Partners deem appropriate.

(05) Hold Title - To temporarily hold title to oil and gas properties as nominee for the Partnership as may be necessary to facilitate the Partnership's acquisition of the properties, or for similar purposes.

(06) Insurance - To acquire such insurance as the General Partners deem necessary and proper for the protection of the Partnership and the General Partners.

(07) Bank Accounts - To open accounts and deposits and to maintain funds in the name of the Partnership in banks or savings and loan associations.

(08) Tax Elections - To cause the Partnership to make or revoke elections provided under the Code, or similar state tax provisions including specifically the elections referred to in Section 754 of the Code.

(09) Select Accounting Method and Year - To select the calendar year as its fiscal year and the cash method of accounting as its method of accounting.

(10) Legal Claims - To compromise, arbitrate, or otherwise adjust claims in favor of or against the Partnership or Partnership assets as the General Partners deem advisable, all at the expense of the Partnership; and to satisfy any judgment, decree, decision or settlement out of any available insurance proceeds and then, out of Partnership assets and income.

(11) Execution of Documents - To execute, in furtherance of any or all of the purposes of the Partnership, any deed, lease, assignment, division and transfer order, or other instrument purporting to convey, exchange, or encumber Partnership assets.

6.3) Limitations on Authority of General Partners - The General Partners shall have all the rights and powers and be subject to all the restrictions and liabilities of a partner in a partnership without limited partners. Neither the General Partners nor their Affiliates shall have the authority to:

(01) Admit persons as Partners contrary to the Partnership Agreement.

(02) Transfer a lease or similar interest to the Partnership except in compliance with the following conditions:

(a) Any lease or interest shall be transferred or sold to the Partnership at its Predecessor Cost; provided, however, that if the General Partners have reasonable grounds to believe that such Predecessor Cost is materially more than the fair market value of the lease or interest, the sale price shall not exceed the fair market value as determined through an appraisal by an independent petroleum engineer;

(b) The General Partners or an Affiliate may not retain any overriding royalty or other burdens on any interest directly conveyed to the Partnership (as opposed to any interest obtained indirectly through a farmout or joint venture arrangement involving an Affiliate). Notwithstanding, however, any other provisions in this Agreement, overriding royalty interests may be granted to the General Partners' consulting geologists and lease agents in connection with their review and evaluation of properties acquired by the Partnership.

(03) Sell, transfer or convey to the General Partners or their Affiliates any producing or non-producing property at a price which is less than the fair market value as determined through appraisal by an independent petroleum engineer.

(04) Sell all or substantially all of the Partnership assets, except in accordance with Article 7.

(05) Loan Partnership assets to the General Partners or their Affiliates.

Notwithstanding anything herein to the contrary, however, the Partnership may enter into joint ventures with other partnerships managed by the General Partners, or their Affiliates, and the Partnership may farm out any Partnership Properties to other partnerships managed by the General Partners or their Affiliates and may participate in farmouts of properties of other partnerships managed by the General Partners or in joint ventures with affiliated partnerships involving carried interests. Provided, however, that such arrangements

must be on terms deemed equitable to the Limited Partners by the General Partners.

If the General Partners, or their Affiliates, own or acquire oil or gas interests in areas adjacent to or in close proximity to producing Partnership wells and such interests are believed to be geologically related to the same reservoir as the producing Partnership wells, and if such areas are not fully developed by the Partnership, the General Partners, or their Affiliates, shall provide the Limited Partners a right of first refusal as to all partnership interests in any subsequent oil and gas investment partnership formed to drill and develop such interests. The sharing percentages of the General Partners, or their Affiliates, as such sharing percentages relate to the Limited Partners who elect to participate in such subsequent investment partnerships, shall not be greater than the interests of the General Partners in the Partnership, and the General Partners, or their Affiliates, shall not further develop such property through additional primary drilling activities other than through such investment partnerships. The undertakings described in this Section 6.3 extend solely to the Limited Partners of the Partnership.

6.4) Services Rendered by General Partners or Affiliates - The Partnership may enter into agreements with the General Partners or their Affiliates to provide services to the Partnership provided that such agreements are made on comparable terms to those available from unaffiliated companies doing similar work in the same area. Such contracts may include the operation of oil and gas properties and the furnishing of supplies.

6.5) Partnership Expenses - Subject to the terms of this Agreement, the Partnership shall pay all costs and expenses associated with the Partnership's business, including Direct Administrative Costs, and General and Administrative Overhead Expense. Provided, however, that the amount of General and Administrative Overhead Expense shall not in any event exceed five percent (5%) of Partnership gross revenues less royalty interests.

6.6) Reimbursement of Organization and Offering Expenses - In addition to the distributive shares provided pursuant to Article 5, the General Partners or their Affiliates shall be entitled to reimbursement for all costs of organizing the Partnership and qualifying the Units for sale under state and federal securities laws.

6.7) Limitation on Liability of the General Partners; Indemnification - The General Partners shall not be liable, responsible or accountable in damages or otherwise to any Limited Partner for any act or omission performed or omitted by the General Partners in good faith pursuant to the authority granted to them by this Agreement, provided that the General Partners have not committed an act of willful misconduct or gross negligence. The Partnership shall indemnify and save harmless the General Partners against any loss or damage incurred by them on behalf of the Partnership without relieving the General Partners of liability for willful misconduct or gross negligence. The satisfaction of any indemnification and any save harmless obligations shall be from, and limited to, Partnership assets, and no Limited Partner shall have any personal liability on account of those obligations.

6.8) Withdrawal, Removal, and Replacement of General Partners -

(01) Withdrawal - The Original General Partner shall not withdraw from the Partnership without the prior written consent of Limited Partners holding a majority of the then outstanding Units and any attempt to withdraw without such consent shall be null and void. The Additional General Partners may withdraw from the Partnership as General Partners at such time as the Original General Partner independently meets the Partnership net worth test described in Revenue Procedure 72-13 as promulgated by the Internal Revenue Service. Thirty (30) days prior to such withdrawal, the Additional General Partners shall notify the Limited Partners of their planned withdrawal and shall represent that they reasonably believe that the net worth requirements of Revenue Procedure 72-13 will thereafter be met independently by the Original General Partner.

(02) Removal - A General Partner upon the vote of Limited Partners holding a majority of the then outstanding Units shall be removed without further action "for cause" which shall mean (a) final judicial determination or admission of bankruptcy or insolvency, or (b) upon final judicial determination that the General Partner (1) was grossly negligent in his failure to perform his obligations under the Partnership Agreement, or (2) committed a fraud upon the Partners, or upon the Partnership, or (3) committed a felony in connection with the management of the Partnership or its business.

(03) Death, Dissolution or Incompetence of General Partner - Upon the death, dissolution, or adjudication of incompetence of a General Partner, the General Partner shall immediately cease to be a General Partner and its interest in the Partnership shall terminate; termination shall not affect any rights or liabilities of the General Partner which matured prior to termination, or the value, if any, at the time of termination of the Partnership interest of the General Partner.

(04) Substitute General Partner - Upon the withdrawal, removal, bankruptcy, insolvency, death or dissolution of a General Partner, the Limited Partners shall have the right to designate, by a written vote of a majority in Unit ownership of the Limited Partners, a substitute General Partner. The Partners shall execute any document required to effect a substitution.

(05) Liability of Withdrawing General Partner - Any General Partner who ceases to be a General Partner, either voluntarily or involuntarily, shall be and remain liable for all obligations and liabilities incurred by him as General Partner prior to the time that the withdrawal, sale, transfer or assignment became effective, but he shall be free of any obligation or liability incurred on account of activities from and after the time that such withdrawal, sale, transfer or assignment became effective.

(06) Payment for Partnership Interest - When the Additional General Partners withdraw from the Partnership in accordance with Subsection 6.8(01), they shall assign their interests in the Partnership to the Original General Partner. If the Original General Partner withdraws from the Partnership in compliance with Subsection 6.8(01), or is removed pursuant to Subsection 6.8(02), or ceases to be a General Partner pursuant to Subsection 6.8(03), the incoming general partner and the terminating General

Partner shall, by mutual agreement, select an independent engineering firm to value the terminating General Partner's interest in the Partnership at its present fair market value. In determining the fair market value of the General Partner's interest, the independent engineer will take into account appropriate discount factors in light of the risk of recovery of oil and gas reserves. The incoming general partner or the Partnership may purchase all or a portion of the total interest of the terminating General Partner for the value determined by the independent engineering appraisal. The purchase price shall be cash. The interest of the terminating General Partner not purchased by the incoming general partner or the Partnership shall be assigned to the terminating General Partner by the Partnership and the terminating General Partner shall thereafter have no other interest in the Partnership.

(07) Failure to Admit Substitute General Partner - If a substitute General Partner is not appointed and admitted within a reasonable time after the withdrawal or termination of a General Partner with the result that there is no General Partner then acting, the Partnership shall be dissolved, terminated and liquidated.

6.9) Other Business Activities - The General Partners shall devote such time and attention to the Partnership business as is necessary for the proper performance of their duties under this Agreement. The General Partners and their Affiliates, independently or with others, may engage in and hold interests in other business ventures of every kind and description for their own accounts including, without limitation, other oil and gas ventures whether or not such ventures are in direct or indirect competition with the Partnership. Neither the Partnership nor the other Partners shall have any right in such independent ventures or in the income or property derived therefrom.

ARTICLE 7.

LIMITED PARTNERS

7.1) Limited Liability; Nonassessability - The Limited Partners shall not be bound by, or be personally liable for, the expenses, liabilities or obligations of the Partnership.

7.2) No Control - The Limited Partners shall take no part in or interfere with the control, conduct or operation of the Partnership, and shall have no right or authority to act for or to bind the Partnership.

7.3) Voting Rights - A majority in interest of the Limited Partners by Unit ownership and a majority of the General Partners may:

(01) Amend Agreement - Amend the Partnership Agreement subject to the conditions that no amendment may authorize the Limited Partners to take part in the control of the Partnership's business.

(02) Termination - Dissolve and terminate the Partnership;

(03) Sale of Assets - Approve the sale, or other disposition of all or substantially all of the Partnership assets.

7.4) Voting Procedures -

(01) Notice - The General Partners may call a meeting or a vote without a meeting of the Limited Partners at any time. The General Partners shall call for a meeting or vote within ten (10) days following receipt of a written request of Limited Partners holding more than thirty percent (30%) of the total outstanding Units. The General Partner shall mail, postage prepaid, written notice of any meeting or vote to all Partners of record as of the date of mailing to the most recent addresses shown on the records of the Partnership. The notice shall state the purpose or requested purpose of the meeting or vote. The meeting or vote shall be held not less than fifteen (15) or more than sixty (60) days following mailing of the notice. Expenses of the meeting or vote shall be borne by the Partnership. Meetings shall be held at the principal office of the Partnership or at such other reasonably convenient place designated by the General Partners.

(02) Manner of Voting - Each Limited Partner shall be entitled to cast one (1) vote for each whole Unit and a fractional vote for each fractional Unit which he owns at a meeting, in person, by written proxy or by a signed writing directing the manner in which he desires that his vote be cast; or, without a meeting, by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the General Partners prior to or on the date upon which the votes of Limited Partners are to be counted. Only the votes of Limited Partners of record as of the date of the meeting or vote shall be counted. Partnership Units owned by the General Partners or their Affiliates shall not be entitled to vote.

7.5) Assignment of Units -

(01) Restrictions on Assignment of Units -

- (a) No sale, exchange, or assignment of any Units may be made if the interest sought to be sold or exchanged, when added to the total of all other interests sold or exchanged, within the preceding twelve consecutive months in the opinion of counsel for the Partnership, would result in the termination of the Partnership within the meaning of Section 708 of the Code.
- (b) No transfer or assignment of any Unit may be made if counsel for the Partnership is of the opinion that the transfer or assignment would violate any applicable securities laws (including investment suitability standards).
- (c) No purported sale, assignment or transfer by a Limited Partner of less than one (1) Unit will be permitted or recognized.
- (d) No transferee may be admitted as a substitute Limited Partner unless the General Partners consent in writing to the admission; consent shall be within the sole and absolute discretion of the General Partners.

- (e) No transfer or assignment shall be recognized or permitted unless all costs incurred as a result of the transfer or assignment, including, but not limited to, legal, accounting, and recording expenses, are paid by the transferor and there is filed with the Partnership a duly executed and acknowledged counterpart of the instrument making the assignment and the instrument evidences the written acceptance by the assignee of all the terms and provisions of this Agreement and contains representations that the assignment was made in accordance with all applicable laws and regulations (including investment suitability requirements).

(02) Assignees and Substituted Limited Partners -

- (a) An assignee of Units who does not become a substituted Limited Partner shall be limited to receipt of his share of Partnership income and distributions in accordance with Article 5.
- (b) If a Limited Partner dies, his executor, administrator or trustee, or, if he is adjudged incompetent or insane, his committee, guardian or conservator, or, if he becomes bankrupt, the receiver or trustee of his estate, shall have the rights of a Limited Partner for the purpose of settling or managing his estate and such power as the decedent or incompetent possessed to assign all or any part of his Units and to join with the assignees thereof in satisfying conditions precedent to the assignee becoming a substitute Limited Partner. The death, dissolution, adjudication of incompetence or bankruptcy of a Limited Partner shall not dissolve the Partnership.
- (c) By executing and adopting this Agreement, each Limited Partner hereby consents to the admission of additional or substitute Limited Partners by the General Partners and to any assignee of his Units becoming a substitute Limited Partner. The General Partners shall cause this Agreement, as recorded, to be amended to reflect the substitution of Limited Partners at least once in each calendar quarter.

ARTICLE 8.

BOOKS, RECORDS, ACCOUNTINGS AND REPORTS

8.1) Access to Books and Records - The Partnership's books and records and this Agreement and all amendments thereto shall be maintained at the principal office of the Partnership and shall be open for inspection by Limited Partners or their duly authorized representatives at all reasonable times. Upon written request, and for any proper purpose, a Limited Partner shall be provided with a copy of the Agreement containing the most recent listing of Limited Partners' names, addresses and capital contributions.

8.2) Annual Report - The General Partners shall cause to be prepared annually, at Partnership expense, the financial statements described herein. The financial statements shall include a balance sheet, a statement of income or loss, and a statement of sources and applications of funds. In addition to the foregoing financial statements, the annual reports shall include a report of the

activities of the Partnership for the year. Copies of the reports and statements shall be distributed to each Limited Partner within one hundred twenty (120) days after the close of each taxable year of the Partnership.

8.3) Other Reports - Within seventy-five (75) days after the end of each Partnership fiscal year, all information necessary for the preparation of the Limited Partners' federal income tax returns shall be distributed.

ARTICLE-9.

DISSOLUTION AND TERMINATION OF THE PARTNERSHIP

9.1) Terminating Events - The Partnership shall be dissolved and terminated upon the earliest of the following to occur:

(01) The expiration of the term of the Partnership;

(02) The distribution, sale (except an installment sale) or abandonment of all of the Partnership assets;

(03) The death, retirement, removal, insanity, adjudication of bankruptcy or insolvency, or the dissolution of a General Partner; except that, if there exists another General Partner in the Partnership at the time of the event or another General Partner is admitted pursuant to Section 6.8(04) of this Agreement, the remaining General Partner, or the newly-admitted General Partner, shall have the right to continue the Partnership's business and the Partnership shall not terminate;

(04) Upon a vote of the Partners as provided in Section 7.3(02); or

(05) The final decree of a court that dissolution and liquidation is required by law.

9.2) Liquidation and Winding-up; Order of Distribution - If termination of the Partnership is caused by reason of the events set forth in Section 9.1, the Partnership shall be liquidated and the General Partners, or other person designated by a decree of court, shall wind-up the affairs of the Partnership. The General Partners or other person winding-up the affairs of the Partnership shall promptly proceed with the liquidation of the Partnership. The Partnership's liabilities and obligations to creditors (including obligations to the Partners) shall first be paid, and the remaining assets, after allowing for and establishing any reserves which may be deemed reasonably necessary for contingent liabilities of the Partnership, shall be then distributed to the Limited Partners and to the General Partners on the basis of their respective Capital Accounts. If the person or persons in charge of the liquidation shall elect, in their sole discretion, to distribute Partnership assets in kind, a valuation shall be made of all Partnership assets. Based on this valuation, the net unrealized appreciation (or net unrealized depreciation) allocable to the Partnership assets shall be allocated to the Capital Accounts of the Partners in accordance with Article 5. Thereafter, distributions shall be made to the Limited Partners and to the General Partners on the basis of their respective Capital Accounts.

ARTICLE 10.

SPECIAL POWER OF ATTORNEY

10.1) Special Power of Attorney - Each Limited Partner, including each Additional and substitute Limited Partner, by the execution of this Agreement, irrevocably constitutes and appoints the Original General Partner as his true and lawful attorney-in-fact with the full power and authority in his name; place and stead to execute, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to carry out the provisions of this Agreement, including but not limited to:

(01) Certificates - All certificates and other instruments (including counterparts of this Agreement), and amendments thereof, which the Original General Partner deems appropriate to form, qualify or continue the Partnership as a Limited Partnership in the jurisdiction in which the Partnership may conduct business or in which the formation, qualification or continuation is, in the opinion of the Original General Partner, necessary to protect the limited liability of the Limited Partners;

(02) Amendments - All amendments to this Agreement adopted in accordance with the terms hereof and all instruments which the Original General Partner deems appropriate to reflect a modification of the Partnership in accordance with the terms of this Agreement including any reduction in the amount of contributions of the Partners, or the admission of Limited Partners or substitute Limited Partners; and

(03) Conveyances - All conveyances and other instruments which the Original General Partner deems appropriate to reflect the dissolution and termination of the Partnership.

The appointment by all Limited Partners of the Original General Partner as attorney-in-fact shall be deemed to be a power coupled with an interest. The power shall survive the bankruptcy, death, incompetence or dissolution of any person giving such power and the transfer or assignment of all or any part of such person's Partnership interest. This power of attorney shall not affect the Limited Partners' rights to approve or disapprove matters upon which they are entitled to vote pursuant to the terms of this Agreement.

ARTICLE 11.

MISCELLANEOUS PROVISIONS

11.1) Notices - Except as otherwise provided herein, all notices, consents, waivers, directions or requests or other instruments or communications provided for herein shall be in writing, signed by the party giving the same and shall be deemed properly given only if sent by registered or certified United States mail, postage prepaid and addressed:

(01) General Partners or Partnership - In the case of the General Partners or the Partnership, to the Partnership or the General Partners, whichever the case may be, at the principal place of business of the Partnership;

(02) Limited Partners - In the case of a Limited Partner, to such Partner at his address as set forth in the signature pages of this Agreement or any amendments or exhibits.

Each Partner, by written notice sent by registered or certified mail to the Partnership, may specify any other address for the receipt of such instruments or communications. Any communications sent by telegram shall be deemed properly given when received by the person to whom it is sent. Notice need not be given to any Limited Partner who has actual notice of the facts which would be contained in the notice.

11.2) Counterparts - This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

11.3) Successors and Assigns - The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns of the respective Partners, and shall be construed in accordance with, and governed by, the laws of the State of Minnesota.

11.4) Interpretation - When the context in which words are used in this Agreement indicates that such is the intent, singular words shall include the plural and vice versa and masculine words shall include the feminine and the neuter genders and vice versa. The word "person" shall include a corporation, partnership, firm or other form of association.

11.5) Validity - In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect the validity of the remainder of the Agreement.

11.6) Section Titles - Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

IN WITNESS WHEREOF, this Agreement has been executed as of June 3, 1980.

ORIGINAL GENERAL PARTNER
QUATRO OIL VENTURES, INC.

By: [Signature]
Its: [Signature]

By: Joseph White
Its: Sec/Trans.

ADDITIONAL GENERAL PARTNERS:

Joseph H. Whitney
Joseph H. Whitney, Individually

Richard A. Barr
Richard A. Barr, Individually

G. O. Chapman
G. O. Chapman, Individually

Danny G. Bowlan
Danny G. Bowlan, Individually

STATE OF MINNESOTA
SS.
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 3rd day of June, 1980, by Richard A. Barr and Joseph H. Whitney, the President and Partner, respectively, of Quatro Oil Ventures, Inc., as Original General Partner.

Melody Carol Brodt
Notary Public
MELODY CAROL BRODT
Notary Public, Hennepin City, Mn.
My commission expires June 10, 1986

STATE OF Minnesota
SS.
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 3rd day of June, 1980, by Joseph H. Whitney.

Melody Carol Brodt
Notary Public

STATE OF Minnesota
SS.
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 3rd day of June, 1980, by Richard A. Barr.

Melody Carol Brodt
Notary Public

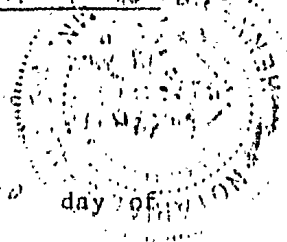
STATE OF *Minnesota*

ss.

COUNTY OF *Hennepin*

The foregoing instrument was acknowledged before me this *3RD* day of *June*, 1980, by G. O. Chapman.

Melody Carol Bernal
Notary Public



STATE OF *Minnesota*

ss.

COUNTY OF *Hennepin*

The foregoing instrument was acknowledged before me this *3RD* day of *June*, 1980, by Danny L. Bowlen.

Melody Carol Bernal
Notary Public



QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: June 6, 1980

LIMITED PARTNER: Max A. Kurnow
MAX A. KURNOW

Address: 4700 FOLWELL DR.
MPLS, MN. 55406

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF Minnesota
SS.
COUNTY OF Hennepin

On this 6th day of June, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and _____ acknowledged that _____ executed the same as a free act and deed.

Melody Carol Brody
Notary Public
MELODY CAROL BRODY
Notary Public, Hennepin Cnty., Minn
My commission expires June 10, 1983
1980

Acknowledgment for Corporation or Partnership:

STATE OF _____
SS.
COUNTY OF _____

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: 7/9/80

LIMITED PARTNER: Morrissey-Trucano Partnership
Michael Trucano x J.P. Morrissey

Address: 2300 First Nat'l BK Bldg
Mpls., Minn 55402

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF

SS.

COUNTY OF

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and _____ acknowledged that _____ executed the same as _____ free act and deed.

Notary Public

Acknowledgment for Corporation or Partnership:

STATE OF Minnesota
SS.

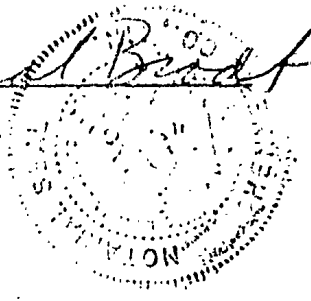
COUNTY OF Hennepin

On this 9th day of July, 1980, before me, a Notary Public within and for said County, personally appeared Michael Trucano & John E. Morrissey to me personally known, who did say that ~~they~~ they is the partners of Morrissey-Trucano Partnership which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and ~~they~~ they acknowledged that ~~they~~ she was empowered to act on behalf of the Morrissey-Trucano Partnership and that it was its free act and deed.

Melody Carol Brodt
Notary Public

MELODY CAROL BRODT
Notary Public, Hennepin City, Mn.
My commission expires June 10, 1983

1980



QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

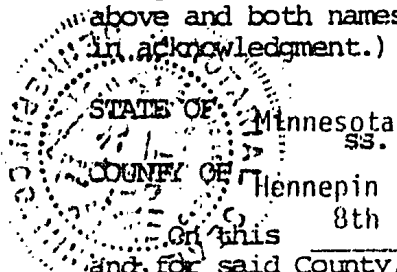
Dated: 8/8/80

LIMITED PARTNER:

X [Handwritten Signature]

Address: 111 E. Kellogg Blvd. #3109
St. Paul, MN 55101

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)



On this 8th day of August, 1980, before me, a Notary Public within and for said County, personally appeared William S. Mc Dougall Jr. to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he acknowledged that he executed the same as his free act and deed.

[Handwritten Signature]
Notary Public

JAMES P. SANDBERG
HENNEPIN COUNTY, MINN.
My commission expires
JUNE 2, 1984

Acknowledgment for Corporation or Partnership:

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: 8/8/80

LIMITED PARTNER:

Mark W. Sheffert & Danya A. Sheffert

Address: 309 Brandywine Dr.

Burnsville, MN 55337

(JOINT TENANCY)

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF Minnesota
ss.
COUNTY OF Hennepin

On this 8th day of August, 1980, before me, a Notary Public within and for said County, personally appeared Mark W. Sheffert & Danya A. Sheffert to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and they acknowledged that they executed the same, as their free act and deed.

Melody Carol Bost
Notary Public

MELODY CAROL BOST
Notary Public, Hennepin County, MN.
My commission expires June 10, 1985

Acknowledgment for Corporation or Partnership:

STATE OF
ss.
COUNTY OF

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: August 8, 1980

LIMITED PARTNER:

X *Wayne Ruth*

Address: 5106 Lincoln Drive

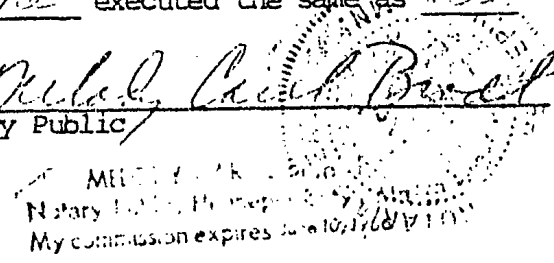
Edina, MN 55436

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF Minnesota
ss.
COUNTY OF Hennepin

On this 8th day of August, 1980, before me, a Notary Public within and for said County, personally appeared Wayne Ruth to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he acknowledged that he executed the same as his free act and deed.

Michael Carl Bredt
Notary Public



Acknowledgment for Corporation or Partnership:

STATE OF
ss.
COUNTY OF

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: 31 July 1980

LIMITED PARTNER:
Walter N. Rothschild III

Address: 230 West End Avenue, #12D
New York, N. Y. 10023

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF New York
ss.
COUNTY OF New York

On this 31st day of July, 1980, before me, a Notary Public within and for said County, personally appeared Walter N. Rothschild III to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, Agreement and Certificate of Limited Partnership, as a Limited Partner, and Walter N. Rothschild III ^{aka Walter N. Rothschild} acknowledged that he executed the same as his free act and deed.

aka Walter N. Rothschild

MARY J. PETTUS
NOTARY PUBLIC, State of New York
No. 41-254-1000 in Queens Co.
Certificate filed in New York County
Commission Expires March 30, 1981

Mary J. Pettus
Notary Public

Acknowledgment for Corporation or Partnership:

STATE OF
ss.
COUNTY OF

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: 11 JUNE 1980

LIMITED PARTNER:

CARBOLL E. REYNOLDS

Address:

5532 ST. MICHAEL ST.

MOUNDS VIEW, MN 55112

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF MINNESOTA

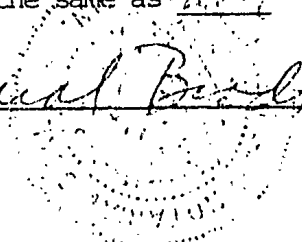
SS.

COUNTY OF RAMSEY Hennepin

On this 11 day of JUNE, 1980, before me, a Notary Public within and for said County, personally appeared CARBOLL E. REYNOLDS to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and she acknowledged that she executed the same as her free act and deed.

MELODY CAROL BROBT
Notary Public, Hennepin Cnty., Mn.
My commission expires June 10, 1986

Melody Carol Brobt
Notary Public



Acknowledgment for Corporation or Partnership:

STATE OF

SS.

COUNTY OF

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: 7/18/80

LIMITED PARTNER:
William S. Reiling

Address: 1835 Hampshire Ave.
St. Paul, MN 55116

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF Minnesota
ss.
COUNTY OF Hennepin

On this 18th day of July, 1980, before me, a Notary Public within and for said County, personally appeared William S. Reiling to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he acknowledged that he executed the same as his free act and deed.

Melody Carol Frost
Notary Public

MELODY CAROL FROST
Notary Public, Hennepin County, Mn.
My commission expires June 16, 1985.

Acknowledgment for Corporation or Partnership:

STATE OF _____
ss.
COUNTY OF _____

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: June 6, 1980

LIMITED PARTNER:

Whitlock Whitney

Address: Promise Hill

Rt 1 Box 130A

Maple Plain, MN 55359

Acknowledgment for Individual(s):
(If joint tenancy, both must sign
above and both names must appear
in acknowledgment.)

STATE OF Minnesota

SS.

COUNTY OF Hennepin

On this 6th day of June, 1980, before me, a Notary Public within
and for said County, personally appeared Whitlock Whitney to me
personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro
Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited
Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner,
and _____ acknowledged that he executed the same as
free act and deed.

Milody Carol Brodt
Notary Public
MILODY CAROL BRODT
Notary Public, Hennepin County, Minn.
My commission expires June 10, 1986

Acknowledgment for Corporation or Partnership:

STATE OF

SS.

COUNTY OF

On this _____ day of _____, 1980, before me, a Notary Public
within and for said County, personally appeared _____ to me
personally known, who did say that he/she is the _____ of
_____ which subscribed to the foregoing Quatro Oil
Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited
Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered
to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: August 8, 1980

LIMITED PARTNER:

X Irene H. Whitney

Address: Route 1 Box 130A

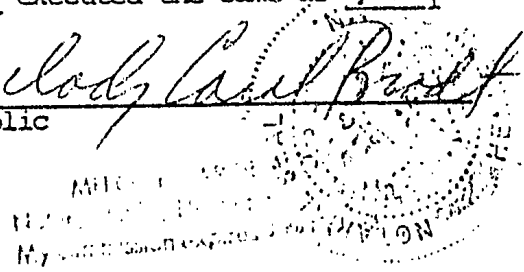
Maple Plain, MN 55359

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF Minnesota
ss.
COUNTY OF Hennepin

On this 8th day of August, 1980, before me, a Notary Public within and for said County, personally appeared Irene H. Whitney to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and she acknowledged that she executed the same as her free act and deed.

Melody Paul Boyd
Notary Public



Acknowledgment for Corporation or Partnership:

STATE OF
ss.
COUNTY OF

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM -- 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: 7-25-80

LIMITED PARTNER:

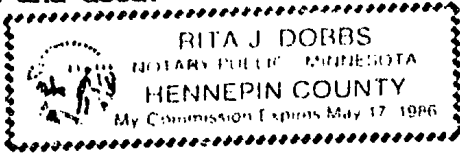
T. K. Wanjous

Address: 4015 TRENTON LANE
PLYMOUTH, MN
55441

Acknowledgment for Individual(s):
(If joint tenancy, both must sign
above and both names must appear
in acknowledgment.)

STATE OF MINN
SS.
COUNTY OF HENNEPIN

On this 8th day of July, 1980, before me, a Notary Public within
and for said County, personally appeared T. K. WANJOUS to me
personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro
Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited
Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner,
and he acknowledged that he executed the same as his
free act and deed.



Rita J. Dobbs
Notary Public

Acknowledgment for Corporation or Partnership:

STATE OF
SS.
COUNTY OF

On this _____ day of _____, 1980, before me, a Notary Public
within and for said County, personally appeared _____ to me
personally known, who did say that he/she is the _____ of
_____ which subscribed to the foregoing Quatro Oil
Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited
Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered
to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: 7/28/80

LIMITED PARTNER:

WILGO PARTNERS

by Thomas K. Wilson Partner
by Richard Gorgell Partner

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF Minnesota
SS.
COUNTY OF Hennepin

On this 28th day of July, 1980, before me, a Notary Public within and for said County, personally appeared Thomas K. Wilson & Richard Gorgell to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and _____ acknowledged that _____ executed the same as free act and deed.

Melody Carol Brodt
Notary Public
WILGO PARTNERS
Notary Public, Hennepin County, Minn.
My commission expires June 15, 1983

Acknowledgment for Corporation or Partnership:

STATE OF Minnesota Minnesota
SS.
COUNTY OF Hennepin Hennepin

On this 28th day of July July, 1980, before me, a Notary Public within and for said County, personally appeared Thomas K. Wilson to me personally known, who did say that he/she is the partner of Richard Gorgell which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the Wilgo Partners and that it was its free act and deed.

Melody Carol Brodt
Notary Public
WILGO PARTNERS
Notary Public, Hennepin County, Minn.
My commission expires June 15, 1983

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: August 8, 1980

LIMITED PARTNER:
x David Dvorak

Address: _____

6001 Auto Club Rd.

Minneapolis, MN. 55438

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF Minnesota
ss.
COUNTY OF Hennepin

On this 8th day of August, 1980, before me, a Notary Public within and for said County, personally appeared David Dvorak to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he acknowledged that he executed the same as his free act and deed.

Melody Carol Wood
Notary Public

MELODY CAROL WOOD
Notary Public, Hennepin County, Minn.
My commission expires June 10, 1985

Acknowledgment for Corporation or Partnership

STATE OF _____
ss.
COUNTY OF _____

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: August 8, 1980

LIMITED PARTNER:

X David G. Klucender

Address: 355 5th Ave. N.

So. St. Paul, MN 55075

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF Minnesota
SS.
COUNTY OF Hennepin

On this 8th day of August, 1980, before me, a Notary Public within and for said County, personally appeared David G. Klucender to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he acknowledged that he executed the same as his free act and deed.

Melody Carol Bost
Notary Public
MICHIGAN CAROL BOST
Notary Public, Hennepin County, MN.
My Commission Expires 10/19/83

Acknowledgment for Corporation or Partnership:

STATE OF
SS.
COUNTY OF

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: 7-8-80

LIMITED PARTNER:

X John A Kilby

Address: 5304 W. Highland Dr.

Edina, Minnesota 55436

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF Minnesota
SS,
COUNTY OF Hennepin

On this 8th day of July, 1980, before me, a Notary Public within and for said County, personally appeared John A. Kilby to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he acknowledged that he executed the same as his free act and deed.

Melody Carol Boudt
Notary Public

MELODY CAROL BOUDT
Notary Public, Hennepin County, Minnesota
My commission expires 10/10/80

Acknowledgment for Corporation or Partnership:

STATE OF _____
SS.
COUNTY OF _____

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: August 8, 1980

LIMITED PARTNER:

Harlan A. Brunn & Marilyn J. Brunn
Marilyn J. Brunn

Address:

6309 York Ave. So.

Edina, MN 55435

Acknowledgment for Individual(s):
(If joint tenancy, both must sign
above and both names must appear
in acknowledgment.)

STATE OF Minnesota
COUNTY OF Hennepin

On this 8th day of August, 1980, before me, a Notary Public within
and for said County, personally appeared Harlan A. Brunn & Marilyn J. Brunn to me
personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro
Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited
Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner,
and they acknowledged that they executed the same as their
free act and deed.

MARILEE CAROL BRODT
Notary Public, Hennepin County, Minn.
My Commission Expires June 12, 1985

Marilee Carol Brodt
Notary Public

Acknowledgment for Corporation or Partnership:

STATE OF _____
COUNTY OF _____ ss.

On this _____ day of _____, 1980, before me, a Notary Public
within and for said County, personally appeared _____ to me
personally known, who did say that he/she is the _____ of
_____ which subscribed to the foregoing Quatro Oil
Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited
Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered
to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: August 8, 1980

LIMITED PARTNER:

John D. Kelly
Address: 210 W. Diamond Lake Rd.
Mpls., MN 55419

Acknowledgment for Individual(s):
(If joint tenancy, both must sign
above and both names must appear
in acknowledgment.)

STATE OF Minnesota
ss.
COUNTY OF Hennepin

On this 8th day of August, 1980, before me, a Notary Public within
and for said County, personally appeared John D. Kelly to me
personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro
Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited
Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner,
and _____ acknowledged that he executed the same as his
free act and deed.

Melody Carol Brodt
Notary Public
MELODY CAROL BRODT
Notary Public, Hennepin County, MN
My commission expires Aug 15, 1981

Acknowledgment for Corporation or Partnership:

STATE OF _____
ss.
COUNTY OF _____

On this _____ day of _____, 1980, before me, a Notary Public
within and for said County, personally appeared _____ to me
personally known, who did say that he/she is the _____ of
_____ which subscribed to the foregoing Quatro Oil
Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited
Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered
to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: August 8, 1980

LIMITED PARTNER;
(Cecilia Barr)
Cecilia Barr *Blaine G. Barr*
Blaine G. Barr

Address: Rural Route 2
Webster, Wisconsin 54893
13015 Rockford Rd.
Plymouth, MN 55444

(JOINT TENANT)

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF Minnesota
ss.
COUNTY OF Hennepin

On this 8th day of August, 1980, before me, a Notary Public within and for said County, personally appeared Cecilia Barr and Blaine G. Barr to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and they acknowledged that they executed the same as their free act and deed.

Melody Carol Brodt
Notary Public
MELODY CAROL BRODT
Notary Public, Hennepin County, Mn.
My commission expires July 10, 1986

Acknowledgment for Corporation or Partnership:

STATE OF
ss.
COUNTY OF

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Date: 16 July 1980

LIMITED PARTNER:

J. Wil for Tower Investments

Address: 1050 Shepard Tower

Mpls. Mn. 55426

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF Minnesota
SS.
COUNTY OF Hennepin

On this 16 day of July, 1980, before me, a Notary Public within and for said County, personally appeared Brian L. Anderson to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and Brian L. Anderson acknowledged that he executed the same as his free act and deed.

Melody Carol Brown
Notary Public

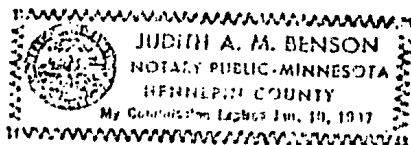
MELODY CAROL BROWN
Notary Public - Minnesota
My Commission Expires July, 1985

Acknowledgment for Corporation or Partnership:

STATE OF Minnesota
SS.
COUNTY OF Hennepin

On this 16 day of July, 1980, before me, a Notary Public within and for said County, personally appeared Ray Wilson to me personally known, who did say that he/she is the Partner of Tower Investments which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the partnership and that it was its free act and deed.

Judith A. M. Benson
Notary Public



QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: 6-20-80

LIMITED PARTNER:
[Signature]

Address: _____

1736 East Cope Ave

St. Paul MN 55109

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF MINNESOTA

ss.

COUNTY OF Hennepin

On this 20 day of June, 1980, before me, a Notary Public within and for said County, personally appeared DR. W.M.R. JOHNSON to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he acknowledged that he executed the same as his free act and deed.

[Signature]
Notary Public

MELODY CAROL BRODT
Notary Public, Hennepin Co., Minn.
My commission expires 12/19/84

Acknowledgment for Corporation or Partnership:

STATE OF _____

ss.

COUNTY OF _____

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: 8/6/80

LIMITED PARTNER:

Lawrence R. Commers

Address: Parkdale 1

5401 Gambld Dr.

Minneapolis, MN 55416

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF Minnesota
ss.
COUNTY OF Hennepin

On this 6th day of August, 1980, before me, a Notary Public within and for said County, personally appeared Lawrence R. Commers to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he acknowledged that he executed the same as his free act and deed.

MELBA CARL BROSCH
Notary Public, Hennepin County, Minn.
My commission expires 11/15/83

Melba Carl Brosch
Notary Public

Acknowledgment for Corporation or Partnership:

STATE OF
ss.
COUNTY OF

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: Aug 6 1980

LIMITED PARTNER:

Eugene R DeWitt

Address: Mary C DeWitt

95 West Pleasant Lake Rd

North Oaks Minn

(JOINT TENANT)

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF ~~Minnesota~~ Minnesota
SS.

COUNTY OF ~~Hennepin~~ Hennepin

On this ~~6th~~ 6th day of ~~August~~ August, 1980, before me, a Notary Public within and for said County, personally appeared ~~Eugene R DeWitt & Mary C DeWitt~~ Eugene R DeWitt & Mary C DeWitt to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and He acknowledged that He executed the same, as His free act and deed.

Melody Carol Brodt
Notary Public

MELODY CAROL BRODT
Notary Public, Hennepin County, Minn.
My commission expires June 10, 1983

Acknowledgment for Corporation or Partnership:

STATE OF ~~Minnesota~~ Minnesota
SS.

COUNTY OF ~~Hennepin~~ Hennepin

On this 6th day of August, 1980, before me, a Notary Public within and for said County, personally appeared Eugene R DeWitt to me personally known, who did say that he/she is the partner of MARY C DeWitt which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the partnership and that it was its free act and deed.

MELODY CAROL BRODT
Notary Public, Hennepin Cnty., Mn
My commission expires June 10, 1983

Melody Carol Brodt
Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: August 3, 1980

LIMITED PARTNER:

X Richard L. Nelson

Address: % Nelson Trees Inc.

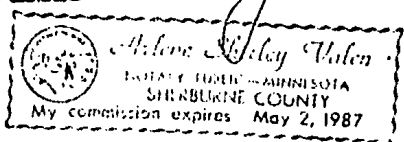
Zimmerman, Minnesota 55398

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF Minnesota
ss.
COUNTY OF Hennepin

On this 8th day of August, 1980, before me, a Notary Public within and for Sherburne said County, personally appeared Richard L. Nelson to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and Richard L. Nelson acknowledged that he executed the same as his free act and deed.

Mary Shirley Valen
Notary Public



Acknowledgment for Corporation or Partnership:

STATE OF
ss.
COUNTY OF

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

LIMITED PARTNER'S SIGNATURE PAGE

Dated: 8/8/80

LIMITED PARTNER:

James R. Larson

Address: 5007 West Minn. Road

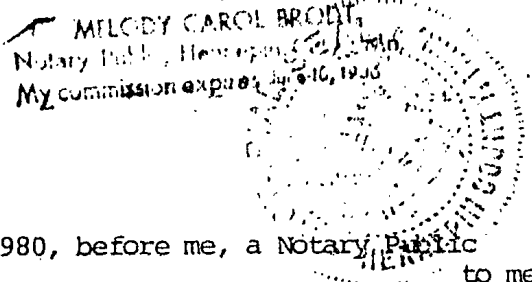
MINNETONKA, MN. 55343

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF Minnesota
COUNTY OF Hennepin ^{ss.}

On this 8th day of August, 1980, before me, a Notary Public within and for said County, personally appeared James R. Larson to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he acknowledged that he executed the same as his free act and deed.

Melody Carol Brodt
Notary Public



Acknowledgment for Corporation or Partnership:

STATE OF _____
COUNTY OF _____ ^{ss.}

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: 8-7-80

LIMITED PARTNER:

D. S. Schumann

Address: 792 Upper Colonia / Dr.

ST. PAUL, MINN. 55118

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF MINNESOTA
SS.

COUNTY OF Hennepin

On this 7th day of August, 1980, before me, a Notary Public within and for said County, personally appeared D. S. Schumann to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC STATE OF MINN.
My Comm. Expires 12/31/84

Melody Crest Probst
Notary Public

Acknowledgment for Corporation or Partnership:

STATE OF _____
SS.

COUNTY OF _____

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

LIMITED PARTNER'S SIGNATURE PAGE

Dated: 7-2-80

LIMITED PARTNER:

Nathan M. Quisler

Address: 7514-ALDENWAY

FRIDLEY MN 55932

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

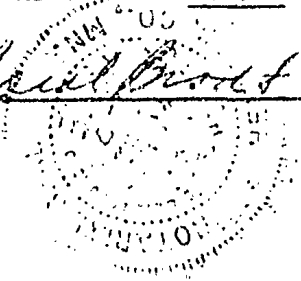
STATE OF MINNESOTA
SS.

COUNTY OF Hennepin

On this 2nd day of July, 1980, before me, a Notary Public within and for said County, personally appeared Nathan M. Quisler to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he acknowledged that he executed the same as his free act and deed.

MELODY CAROL BRODT
Notary Public - Hennepin County, Minn.
My commission expires June 10, 1985

Melody Carol Brodt
Notary Public



Acknowledgment for Corporation or Partnership:

STATE OF _____
SS.

COUNTY OF _____

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: May 29, 1980

LIMITED PARTNER:
W. Price Paschall

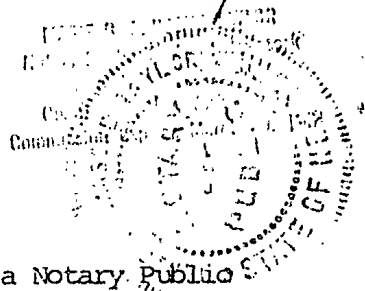
Address: EAST West Boaka
78 7th Ave
NYC 10011

✓ Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF N.Y.
COUNTY OF N.Y. ss.

On this 29 day of May, 1980, before me, a Notary Public within and for said County, personally appeared W. PRICE PASCHALL to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and W acknowledged that W executed the same as his free act and deed.

Marie A. Senore Taylor
Notary Public



Acknowledgment for Corporation or Partnership:

STATE OF _____
COUNTY OF _____ ss.

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: 6 24 80

LIMITED PARTNER:

Rennell W. Ballentine

Address: 310 14th ST

Honesdale, PA 18431

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF Minnesota
SS.
COUNTY OF Hennepin

On this 24th day of June, 1980, before me, a Notary Public within and for said County, personally appeared Rennell W. Ballentine to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner and Rennell W. Ballentine acknowledged that it was executed the same as Ballentine's free act and deed.

Melody Carol Brodt
Notary Public
MILODY CAROL BRODT
Notary Public, Hennepin County, Minn.
My commission expires July 10, 1985

Acknowledgment for Corporation or Partnership:

STATE OF _____
SS.
COUNTY OF _____

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: Aug 7 1980

LIMITED PARTNER:
R.S. Bisanz

Address: 1115 Pioneer Bldg
St Paul Minn 55101

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF Minnesota
ss.
COUNTY OF Hennepin

On this 4th day of August, 1980, before me, a Notary Public within and for said County, personally appeared R.S. Bisanz to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, Agreement and Certificate of Limited Partnership, as a Limited Partner and R.S. Bisanz acknowledged that he executed ~~the same as~~ he as R.S. Bisanz free act and deed.

Mildred Carol Broudt
Notary Public
MILDRED CAROL BROUDT
Notary Public, Hennepin County, Minn.
My commission expires June 10, 1983

Acknowledgment for Corporation or Partnership:

STATE OF
ss.
COUNTY OF

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

QUATRO OIL VENTURE PROGRAM - 1980A

LIMITED PARTNER'S SIGNATURE PAGE

Dated: 7/1/80

LIMITED PARTNER:
x Richard Prokosch

Address: 2587 E. Lydia Ave.
St. Paul, MN 55109

Acknowledgment for Individual(s):
(If joint tenancy, both must sign above and both names must appear in acknowledgment.)

STATE OF Minnesota
ss.
COUNTY OF Hennepin

On this 1st day of July, 1980, before me, a Notary Public within and for said County, personally appeared Richard Prokosch to me personally known to be the person(s) whose name(s) subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he acknowledged that he executed the same as his free act and deed.

Melody Carol Brode
Notary Public
MELODY CAROL BRODE
Notary Public, Hennepin Cnty., Mn.
My commission expires June 10, 1986

Acknowledgment for Corporation or Partnership:

STATE OF
ss.
COUNTY OF

On this _____ day of _____, 1980, before me, a Notary Public within and for said County, personally appeared _____ to me personally known, who did say that he/she is the _____ of _____ which subscribed to the foregoing Quatro Oil Venture Program - 1980A Limited Partnership Agreement and Certificate of Limited Partnership, as a Limited Partner, and he/she acknowledged that he/she was empowered to act on behalf of the _____ and that it was its free act and deed.

Notary Public

EXHIBIT A

QUATRO OIL VENTURES PROGRAM 1980-A

<u>Name and Address of Limited Partner</u>	<u>Number of Units</u>
William S. Relling 1835 Hampshire Avenue St. Paul, Minnesota 55116	One Unit
Wheelock Whitney Promise Hill, Route 1 Box 130A Maple Plain, Minnesota 55359	One Unit
Irene H. Whitney Route 1 Box 130A Maple Plain, Minnesota 55359	One Unit
T. K. Wanous 4015 Trenton Lane Plymouth, Minnesota 55441	One Unit
Tower Investments 1050 Shelard Tower Minneapolis, Minnesota 55426	One Unit
Wilgo Partners c/o Richard Congoll 13386 Riverview Drive Elk River, Minnesota 55330	One Unit
David Dvorak 6001 Auto Club Road Minneapolis, Minnesota 55438	Three Units
David G. Klunder 355 Fifth Avenue North S. St. Paul, Minnesota 55075	One Unit
Richard L. Nelson c/o Nelson Trees, Inc. Zimmerman, Minnesota 55398	One Unit
Eugene R. and Mary C. DeWitt 95 W. Pleasant Lake Road North Oaks, Minnesota 55110	One Unit Owned as Joint Tenants with Right of Survivorship

EXHIBIT A

QUATRO OIL VENTURES PROGRAM 1980-A

<u>Name and Address of Limited Partner</u>	<u>Number of Units</u>
Lawrence R. Commers 5212 St. Moritz Drive Minneapolis, Minnesota 55421	One Unit
Dr. William R. Johnson 1736 E. Cope Avenue St. Paul, Minnesota 55109	One Unit
Pennell Ballentine 310 14th Street Honesdale, Pennsylvania 18431	One Unit
Bernard D. Barton 19135 Highland Avenue Wayzata, Minnesota 55391	One Unit
R. S. Bisanz 1018 Pioneer Boulevard St. Paul, Minnesota 55101	One Unit
Cecilia and Blaine G. Barr 13015 Rockford Road Plymouth, Minnesota 55444	One Unit Owned as Joint Tennants with Right of Survivorship
John D. Kelly 210 W. Diamond Lake Road Minneapolis, Minnesota 55419	One Unit
Harlan A. and Marilyn J. Brunn 6309 York Avenue So. Edina, Minnesota 55435	Two Units Owned as Joint Tennants with Right of Survivorship
John A. Kilby 5304 W. Highwood Drive Edina, Minnesota 55436	One Unit
Bailey & Schneeman 792 Upper Colonial Drive St. Paul, Minnesota 55118	One Unit
Dr. Richard J. Prokosch 2587 E. Lydia Avenue St. Paul, Minnesota 55109	One Unit

EXHIBIT A

QUATRO OIL VENTURES PROGRAM 1980-A

<u>Name and Address of Limited Partner</u>	<u>Number of Units</u>
N. Price Paschall East West Books 78 5th Avenue New York, New York 10011	One Unit
Nesim M. Qureshi 7514 Alden Way Fridley, Minnesota 55432	Two Units
Morrissey-Trucano Partnership 2300 First National Bank Building Minneapolis, Minnesota 55402	One Unit
William S. McDougall, Jr. 111 E. Kellogg Boulevard No. 3109 St. Paul, Minnesota 55101	One Unit
James R. Larson 5007 W. Mill Road Minnetonka, Minnesota 55343	One Unit
Max A. Kurnow 4700 Colwell Drive Minneapolis, Minnesota 55406	One Unit
Mark W. and Danya A. Sheffert 309 Brandywine Drive Burnsville, Minnesota 55337	One Unit Owned as Joint Tennants with Right of Survivorship
Wayne Ruth 5106 Lincoln Drive Edina, Minnesota 55436	One Unit
Walter N. Rothchild, III 230 West End Avenue No. 12D New York, New York 10023	One Unit
Carroll E. Reynolds 5532 St. Michael Street Moundsview, Minnesota 55112	One Unit

State of Minnesota } ss.
COUNTY OF HENNEPIN }

OFFICE OF
County Recorder

I, R. DAN CARLSON, County Recorder, within and for said County of Hennepin and State of Minnesota, do hereby certify that I have carefully compared the above and foregoing copy of LIMITED PARTNERSHIP with the record thereof as recorded in my office. AS DOC # 4591253 and that the same is a true and correct photo-copy of the same, and of the whole thereof, and I do further certify that I am the officer in whose custody said record is required by law to be kept.

In Witness Whereof I have hereunto set my hand and official seal this

25th day of September A.D. 19 80

R. DAN CARLSON

County Recorder
County of Hennepin, State of Minnesota

By W R Wells Deputy

LARKIN, HOFFMAN, DALY & LINDGREN, LTD.

ATTORNEYS AT LAW

1500 NORTHWESTERN FINANCIAL CENTER

7900 KERKES AVENUE SOUTH

MINNEAPOLIS, MINNESOTA 55431

TELEPHONE (612) 838-3800

4324 IDS CENTER

MINNEAPOLIS, MINNESOTA 55402

TELEPHONE (612) 835-3800

1101 CONNECTICUT AVENUE, N. W.

WASHINGTON, D. C. 20036

TELEPHONE (202) 223-9398

JAMES P. LARKIN
ROBERT L. HOFFMAN
JACK F. DALY
D. KENNETH LINDGREN
ANDREW W. DANIELSON
WENDELL R. ANDERSON
GERALD H. FRIEDEL
ROBERT B. WHITLOCK
ALLAN E. "PAT" MULLIGAN
ROBERT J. HENNESSEY
RONALD R. FLETCHER
JAMES C. ERICKSON
EDWARD J. DRISCOLL
JAMES P. MILEY
GENE N. FULLER
STEPHEN B. SOLOMON
JOSEPH W. ANTHONY
DAVID C. SELLERGREN
JOHN D. FULLMER
ROBERT E. BOYLE
FRANK I. HARVEY

FRANCIS E. OIBERSON
JAMES M. STROTHER
EMBER D. REICHOFT
CHARLES B. MODELL
RICHARD A. FOMSCHLER
LINDA H. FISHER
THOMAS P. "TIM" STOLTMAN
STEVEN G. LEVIN
CHRISTOPHER J. DIETZEN
PETER H. BECK
RICHARD I. DIAMOND
JOHN R. BEATTIE
JON B. SWIERZEWSKI
MICHAEL S. MAROULIES
SAMUEL L. STERN
STEVEN J. SHAPIRO
THOMAS J. FLYNN
RODERICK I. MACKENZIE
MICHAEL D. SCHWARTZ
FORREST D. "DICK" NOWLIN
WAYNE E. PROCHNIAK

December 11, 1980

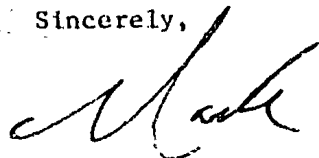
Secretary of State - Kentucky
Capitol Building
Frankfort, Kentucky 40601

Re: Application for Certificate of Authority of Limited Partnership

To Whom It May Concern:

Enclosed is an Application for Certificate of Authority which we are filing on behalf of Quatro Oil Ventures Program-1980A, a limited partnership formed under the laws of the State of Minnesota. Also enclosed are a copy of the Certificate and Articles of Limited Partnership certified by the Hennepin County Recorder and a check in the amount of \$35. Please file this document in your office and return all pertinent materials to the undersigned.

Sincerely,



Mark A. Johnson, Legal Assistant, for
LARKIN, HOFFMAN, DALY & LINDGREN, LTD.

plm
Enclosure

OF COUNSEL
JOSEPH GITIS
SECRETARY OF STATE
RECEIVED

DEC 15 1980

OFFICE OF THE SECRETARY OF STATE
OFFICE OF HEALTH OF KENTUCKY