Confidential Information Memorandum

$10,125,000

Dexter 3-Peat Joint Venture

A Minimum Of One Unit Up To A Maximum Of 75 Units Of Joint Venture Partnership Interests
Price: $135,000 per Unit
Minimum Purchase: 1/4 Unit

This Confidential Information Memorandum describes the participation in Units of interest in a joint venture general partnership the Dexter 3-Peat Joint Venture ("Joint Venture", "Venture" or "Dexter Offset" to be formed under Texas general partnership law to engage primarily in the business of drilling, testing and if successful the completion and owning up to a seventy-five percent (75%) working interest in up to three (3) hydrocarbon wellbores (the "Prospect Wells") located in Walthall County, Mississippi and if successful, the production of hydrocarbons therefrom. National Oil Projects, LLC, a Mississippi limited liability company ("National"), will serve as the Initial Managing Venturer of the Joint Venture (the "Managing Venturer"). The Joint Venture will be formed and, upon acceptance by the Managing Venturer of Application Agreements meeting the requirements described herein, Applicants will be admitted as Joint Venturers ("Venturers" or "Participants") in the Joint Venture. All Participants will be obligated to enter into the Joint Venture Partnership Agreement (the "Agreement") in substantially the same form described herein and attached hereto as Exhibit A.

The investment objectives of the Joint Venture will be to (1) acquire an interest in up to three Prospect Wells and if the drilling, testing and completion operations are successful, participate in the operations thereof; (2) in its initial years of operation, provide current tax benefits to the Venturers; and (3) if successful, provide cash distributions to the Venturers from operations. (see "PROPOSED ACTIVITIES" and "TAX ASPECTS"). There can be no assurance that the Joint Venture's investment objectives will be achieved.

Inherent in the Joint Venture are risks, among others, related to ♦ Speculative Nature of Oil and Gas Exploration ♦ Speculative Revenues from Production if any ♦ General Liability of All Participants as General Partners ♦ No Diversification ♦ Likely Additional Completion Assessments and Abandonment of Interests for Non-Payment ♦ Inability to Sell or Transfer Units ♦ Uninsured Risks ♦ Possible Loss of Entire Investment ♦ Environmental Hazards. See "RISK FACTORS."

Participation in this Joint Venture is speculative and involves a high degree of risk. There is no public market for the Units. All participants are general partners and may be subject to unlimited liability for the Venture's obligations to the extent, such liabilities are not satisfied by insurance proceeds, assets of the Joint Venture, or the Managing Venturer's indemnification. See "Risk Factors."

The Joint Venture will be a separate entity, and the participants will not have, by virtue of such interest, any rights or obligations with respect to the ownership or participation in the Managing Venturer or any other joint venture.

Participants in this Joint Venture are provided extensive and significant management powers. Participants are and will be expected to exercise such powers and are prohibited from relying on the Managing Venturer for the success or profitability of the Joint Venture.

Dexter 3-Peat Joint Venture
c/o National Oil Projects, LLC, Managing Venturer
Energy Square
4925 Greenville Ave, Ste. 510
Dallas, TX 75206
214.427.8980

The Date of this Memorandum is December 5, 2024.

PARTICIPATION AS A JOINT VENTURER HEREIN INVOLVES A HIGH DEGREE OF RISK, AND ONLY THOSE PERSONS WHO ARE ABLE TO BEAR THE FINANCIAL RISKS REFERRED TO IN THIS MEMORANDUM SHOULD CONSIDER PARTICIPATING IN THIS VENTURE. SEE "RISK FACTORS" FOR A DETAILED DESCRIPTION OF SOME, BUT NOT ALL, OF THE RISKS DESCRIBED HEREIN. PARTICIPATION AS A JOINT VENTURER HEREIN REQUIRES A LONG-TERM INVESTMENT.

NATIONAL OIL PROJECTS, LLC, THE MANAGING VENTURER (SOMETIMES HEREIN REFERRED TO AS THE "MANAGING VENTURER" OR "NATIONAL"), INTENDS TO RECEIVE APPLICATIONS FOR UP TO 75 Units OF JOINT VENTURE PARTNERSHIP INTERESTS IN THE DEXTER 3-PEAT JOINT VENTURE, A TEXAS JOINT VENTURE PARTNERSHIP (THE "VENTURE") WHICH HAS BEEN FORMED FOR THE PURPOSE OF DRILLING, TESTING AND IF WARRANTED COMPLETION AND OWNING A SEVENTY-FIVE PERCENT WORKING INTEREST IN UP TO THREE NEW WELLBORES, AND IF SUCCESSFUL, PRODUCTION OF HYDROCARBONS THEREFROM.

WHILE THE MANAGING VENTURER DOES NOT BELIEVE THAT THE JOINT VENTURE INTERESTS ARE SECURITIES AS THAT TERM IS DEFINED IN THE FEDERAL AND STATE SECURITIES LAWS, NONETHELESS THE MANAGING VENTURER MAY QUALIFY THE UNITS OF JOINT VENTURE INTERESTS AS TRANSACTIONS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF FEDERAL AND STATE SECURITIES LAWS AND REGULATIONS, AS MAY BE APPLICABLE INCLUDING, BUT NOT LIMITED TO, RULE 506(c) OF REGULATION D AND SECTION 4(a)(5) OF THE SECURITIES ACT OF 1933 AS AMENDED. ALL PROPOSED VENTURERS ARE REQUIRED TO ACKNOWLEDGE, WARRANT, AND REPRESENT THAT THEY ARE ACCREDITED INVESTORS, POSSESS THE REQUISITE BUSINESS KNOWLEDGE AND EXPERIENCE NECESSARY TO EVALUATE THE RISKS OF THE VENTURE, THE VENTURERS ARE NOT RELYING ON THE MANAGERIAL EFFORTS OF THE MANAGING VENTURER FOR THE SUCCESS OF THE VENTURE, AND THAT THEIR EXPERIENCE AND KNOWLEDGE ENABLES THEM TO EFFECTIVELY EXERCISE THE MANAGERIAL POWERS AND AUTHORITY CONFERRED UPON THEM BY THE JOINT VENTURE AGREEMENT.

NEITHER THIS MEMORANDUM NOR OTHER INFORMATION DESCRIBING THE JOINT VENTURE UNITS HAS BEEN FILED WITH, SUBMITTED TO, APPROVED, OR REVIEWED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION OR SIMILAR STATE REGULATORY AGENCY. NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION OR SIMILAR STATE REGULATORY AGENCY HAS PASSED UPON, APPROVED, DISAPPROVED, OR COMMENTED UPON THE RISKS, MERITS, OR ANY OTHER ASPECT OF THE JOINT VENTURE, THE UNITS, THIS MEMORANDUM, OR THE CONTENTS HEREOF. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS MEMORANDUM IS PREPARED SOLELY FOR THE BENEFIT OF QUALIFIED PERSONS ACCEPTABLE TO THE MANAGING VENTURER WHO MEET THE SUITABILITY STANDARDS SET BY THE MANAGING VENTURER (SEE "PLAN OF ORGANIZATION AND SUITABILITY STANDARDS"). ANY REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF THE INFORMATION CONTAINED HEREIN WITHOUT THE PRIOR WRITTEN CONSENT OF NATIONAL IS PROHIBITED. THE PROSPECTIVE VENTURER, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES TO RETURN IT AND ALL ENCLOSED DOCUMENTS TO NATIONAL IN THE EVENT HE OR SHE DECIDES NOT TO PARTICIPATE IN THE VENTURE DESCRIBED HEREIN.

THE INFORMATION CONTAINED IN THIS MEMORANDUM HAS BEEN OBTAINED FROM SOURCES BELIEVED BY NATIONAL TO BE RELIABLE, AND SUCH INFORMATION IS BELIEVED BY NATIONAL TO BE ACCURATE AND COMPLETE. HOWEVER, NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY PARTICIPATION IN THE UNITS DESCRIBED HEREIN SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF. NO PERSON OTHER THAN NATIONAL HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION IN CONNECTION WITH THE UNITS DESCRIBED HEREIN, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY NATIONAL.

NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM.

THE PURPOSE OF THIS MEMORANDUM IS TO PROVIDE THE PROSPECTIVE VENTURER WITH THAT INFORMATION WHICH THE MANAGING VENTURER BELIEVES IS PERTINENT IN MAKING AN INFORMED DECISION AS TO PARTICIPATION IN THE VENTURE. IT IS RECOGNIZED THAT ADDITIONAL INFORMATION MAY BE DESIRED BY A PROSPECTIVE VENTURER PRIOR TO MAKING HIS OR HER DECISION. THEREFORE, EACH PROPOSED VENTURER IS ENCOURAGED TO MAKE FURTHER INQUIRIES IN AN EFFORT TO SATISFACTORILY ANSWER ANY QUESTIONS HE OR SHE MAY HAVE. REQUESTS FOR FURTHER INFORMATION SHOULD BE MADE TO NATIONAL, AND SUCH INFORMATION SHOULD ONLY BE RELIED UPON WHEN FURNISHED IN WRITTEN FORM AND SIGNED BY AN OFFICER OR MANAGER OF NATIONAL.

PROSPECTIVE VENTURERS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY SUBSEQUENT COMMUNICATION FROM NATIONAL OR ANY AFFILIATE AS LEGAL OR TAX ADVICE. EACH PERSON IS ENCOURAGED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE REGARDING HIS OR HER PARTICULAR SITUATION AND, MORE SPECIFICALLY, ANY PARTICIPATION IN THE VENTURE REFERRED TO HEREIN. NATIONAL MAKES NO REPRESENTATIONS AS TO THE EFFECT OF PARTICIPATING IN THE UNITS DESCRIBED HEREIN ON THE PARTICULAR FEDERAL OR STATE INCOME TAX SITUATION OF ANY PROSPECTIVE VENTURER.

ANY COMMUNICATION REGARDING PARTICIPATION IN THE UNITS DESCRIBED HEREIN SHALL ONLY BE MADE THROUGH PERSONAL NEGOTIATIONS BETWEEN A PROSPECTIVE VENTURER AND AN AUTHORIZED OFFICER OF NATIONAL SUCH PERSONAL NEGOTIATIONS ARE INTENDED BY NATIONAL TO ENSURE, AMONG OTHER THINGS, ADHERENCE TO THE SUITABILITY STANDARDS REQUIRED OF POTENTIAL VENTURERS AND TO PROVIDE POTENTIAL VENTURERS THE OPPORTUNITY TO SEEK SUCH EXPLANATIONS AND/OR ADDITIONAL INFORMATION ABOUT THE VENTURE AS THEY MAY DESIRE.

CERTAIN STATEMENTS, ESTIMATES, AND PROJECTIONS CONTAINED IN THIS MEMORANDUM AND ANY ACCOMPANYING MATERIALS HAVE BEEN PREPARED BY NATIONAL AND ITS VARIOUS ADVISORS, CONSULTANTS, AND AFFILIATES, AND ARE CONTAINED HEREIN FOR THE LIMITED PURPOSE OF EVALUATING THE PROPOSED PLAN OF THE VENTURE BY ILLUSTRATING, UNDER CERTAIN LIMITED ASSUMPTIONS, THE RESULTS OF PROJECTED OPERATIONS. WHILE PRESENTED WITH NUMERICAL SPECIFICITY, THE PROJECTIONS ARE BASED ON CERTAIN ASSUMPTIONS THAT ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, POLITICAL, REGULATORY, COMPETITIVE UNCERTAINTIES AND CONTINGENCIES, ALL OF WHICH ARE DIFFICULT TO PREDICT AND MANY OF WHICH ARE BEYOND THE CONTROL OF NATIONAL AND ITS ADVISORS AND AFFILIATES. WITH RESPECT TO FUTURE BUSINESS DECISIONS THAT ARE SUBJECT TO CHANGE THERE CAN BE NO ASSURANCE THAT THE PROJECTIONS OR THE UNDERLYING ASSUMPTIONS WILL BE REALIZED, AND THAT ACTUAL RESULTS OF OPERATIONS ARE VERY LIKELY TO BE MATERIALLY DIFFERENT FROM THOSE SHOWN. UNDER NO CIRCUMSTANCES SHOULD THE INCLUSION OF THE PROJECTIONS BE REGARDED AS A REPRESENTATION, WARRANTY, OR PREDICTION BY THE VENTURE, MANAGING VENTURER OR ANY OTHER PERSON WITH RESPECT TO THE ACCURACY THEREOF OR THE ACCURACY OF THE UNDERLYING ASSUMPTIONS, OR THAT THE VENTURE WILL ACHIEVE OR IS LIKELY TO ACHIEVE ANY PARTICULAR RESULTS. THERE CAN BE NO ASSURANCE THAT THE VENTURE'S ACTUAL FUTURE RESULTS WILL NOT VARY MATERIALLY FROM THE PROJECTIONS. EACH RECIPIENT OF THIS MEMORANDUM IS CAUTIONED NOT TO PLACE ANY RELIANCE ON ANY SUCH PROJECTIONS. THE VENTURE'S INDEPENDENT ACCOUNTANTS HAVE NOT COMPILED OR EXAMINED THESE PROJECTIONS AND, ACCORDINGLY, DO NOT EXPRESS AN OPINION OR ANY OTHER FORM OF ASSURANCE ON THEM.

EACH PROSPECTIVE VENTURER SHALL BE REQUIRED TO EXECUTE A SUITABILITY QUESTIONNAIRE, APPLICATION AGREEMENT, AND JOINT VENTURE PARTNERSHIP AGREEMENT AND BY THE EXECUTION THEREOF, MAKE THOSE REPRESENTATIONS REFERRED TO THEREIN. EACH PROSPECTIVE VENTURER WILL BE FURTHER REQUIRED TO SUBMIT TO NATIONAL THIRD-

PARTY DOCUMENTATION SUBSTANTIATING THEIR STATUS AS AN ACCREDITED INVESTOR. (SEE "PLAN OF ORGANIZATION AND SUITABILITY STANDARDS").

THE MANAGING VENTURER WILL FURNISH VENTURERS WITH CERTAIN INFORMATION AND REPORTS. SEE ARTICLE VII OF THE JOINT VENTURE AGREEMENT, WHICH ACCOMPANIES THIS MEMORANDUM.

IRS Circular 230 Disclosure: To ensure compliance with the United States Treasury Department Circular 230 Disclosure, prospective investors are hereby notified that (i) any discussion in this Memorandum related to U.S. federal income tax issues is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding any United States federal income tax penalties that may be imposed on such taxpayer; (ii) any such discussion was written to support the promotion or marketing of the Units; and (iii) each taxpayer should seek advice regarding an investment in the Units based on its particular circumstances from an independent tax advisor.

NASAA UNIFORM LEGEND

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR CALIFORNIA RESIDENTS ONLY

THE SECURITIES OFFERED BY THIS MEMORANDUM HAVE NOT BEEN QUALIFIED WITH THE CALIFORNIA DEPARTMENT OF CORPORATIONS NOR HAS THE CALIFORNIA DEPARTMENT OF CORPORATIONS PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFORE PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102 OR 25015 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES IN THIS PRIVATE PLACEMENT MEMORANDUM AND RELATED SUBSCRIPTION AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT THE CALIFORNIA COMMISSIONER OF CORPORATIONS DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF THESE SECURITIES.

FOR FLORIDA RESIDENTS ONLY

THE SHARES REFERRED TO HEREIN WILL BE SOLD TO AND ACQUIRED BY THE PARTICIPANT IN A TRANSACTION EXEMPT UNDER SECTION 517.061 OF THE FLORIDA SECURITIES ACT. THE SUBSCRIPTIONS HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. ALL FLORIDA RESIDENTS HAVE A THREE DAY RIGHT OF RESCISSION WITHIN THREE (3) BUSINESS DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE COMPANY, AN AGENT OF THE COMPANY, OR AN ESCROW AGENT OR WITHIN THREE (3) BUSINESS DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, A SUBSCRIBER SHALL ONLY SEND A LETTER OR TELEGRAM TO THE COMPANY AT THE ADDRESS SET FORTH IN THIS MEMORANDUM, INDICATING HIS OR HER INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED BEFORE THE END OF THE AFOREMENTIONED THIRD DAY. IT IS PRUDENT TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO

TO EVIDENCE THE TIME AND DATE WHEN IT IS MAILED. SHOULD A FLORIDA RESIDENT MAKE THIS REQUEST ORALLY, HE SHOULD ASK FOR WRITTEN CONFIRMATION THAT THIS REQUEST HAS BEEN RECEIVED.

FOR NEW HAMPSHIRE RESIDENTS ONLY

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B OF THE NEW HAMPSHIRE UNIFORM SECURITIES ACT IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

FOR NEW JERSEY RESIDENTS ONLY

THE SECURITIES OFFERED BY THIS MEMORANDUM HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BUREAU OF SECURITIES OF THE STATE OF NEW JERSEY NOR HAS THE BUREAU PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE FILING OF THIS DISCLOSURE MEMORANDUM DOES NOT CONSTITUTE APPROVAL OF THE ISSUE OR SALE THEREOF BY THE BUREAU OF SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE ARE SPECULATIVE SECURITIES AND INVOLVE A HIGH DEGREE OF RISK.

FOR PENNSYLVANIA RESIDENTS ONLY

EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY SECTION 203(d) DIRECTLY FROM AN ISSUER OR AFFILIATE OF AN ISSUER SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER, UNDERWRITER (IF ANY) OR ANY OTHER PERSON WITHIN TWO BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OF PURCHASE, OR IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO WRITTEN BINDING CONTRACT OR PURCHASE, WITHIN TWO BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED. IF YOU HAVE ACCEPTED AN OFFER TO PURCHASE THESE SECURITIES MADE PURSUANT TO A DISCLOSURE MEMORANDUM WHICH CONTAINS A NOTICE EXPLAINING YOUR RIGHT TO WITHDRAW YOUR ACCEPTANCE PURSUANT TO SECTION 207(m) OF THE PENNSYLVANIA SECURITIES ACT OF 1972 (70 P.S. 1-207(m)), YOU MAY ELECT, WITHIN TWO BUSINESS DAYS AFTER THE FIRST TIME YOU HAVE RECEIVED THIS NOTICE AND A DISCLOSURE MEMORANDUM TO WITHDRAW FROM YOUR PURCHASE AGREEMENT AND RECEIVE A FULL REFUND OF ALL MONIES PAID BY YOU. YOUR WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, YOU WILL NEED ONLY SEND A LETTER OR TELEGRAM TO THE ISSUER (OR UNDERWRITER IF ONE IS LISTED ON THE FRONT PAGE OF THE DISCLOSURE MEMORANDUM) INDICATING YOUR INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED SECOND BUSINESS DAY. IF YOU ARE SENDING A LETTER, IT IS PRUDENT TO SEND IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME WHEN IT WAS MAILED. IF YOU SHOULD MAKE THE REQUEST ORALLY, YOU SHOULD ASK FOR WRITTEN CONFIRMATION THAT YOUR REQUEST HAS BEEN RECEIVED.

RESCISSION:

§517.061(12) OF THE TEXAS SECURITIES ACT AFFORDS EACH PURCHASER WHO IS A RESIDENT OF THE STATE OF TEXAS, THE RIGHT, UNDER THE CONDITIONS SET FORTH IN §517.061(12) OF THE TEXAS ACT TO WITHDRAW HIS INVESTMENT. ANY SUCH SALE IN TEXAS IS VOIDABLE BY THE PURCHASER IN SUCH STATE EITHER WITHIN THREE DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT, OR WITHIN THREE DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER. IN ADDITION, SECTION 207(m) OF THE PENNSYLVANIA SECURITIES ACT OF 1972 PROVIDES THAT EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY THE SAME SECTION THAT THE INTEREST IN THE PROGRAM WILL BE OFFERED IN PENNSYLVANIA UNDER, SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE, WITHOUT INCURRING ANY LIABILITY TO THE SELLER, WITHIN TWO BUSINESS DAYS FROM THE RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OR PURCHASE. ANY SUCH WITHDRAWAL WILL BE WITHOUT FURTHER LIABILITY TO ANY PERSON AND THE PURCHASER WILL RECEIVE A FULL REFUND OF ALL MONIES PAID IN RESPECT OF SHARES. TO ACCOMPLISH THIS WITHDRAWAL, SUCH A PURCHASER NEED ONLY SEND A LETTER OR TELEGRAM TO THE PROGRAM INDICATING HIS INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED THIRD BUSINESS DAY. IF A PURCHASER INTENDS TO SEND THE LETTER, HE SHOULD DO SO VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ASSURE THAT IT IS RECEIVED, AND TO EVIDENCE THE TIME ON WHICH SUCH REVOCATION WAS MAILED. SHOULD A REQUEST TO WITHDRAW BE MADE ORALLY, THE PARTICIPANT SHOULD ASK FOR WRITTEN CONFIRMATION THAT HIS REQUEST HAS BEEN RECEIVED.

FOR RESIDENTS OF ALL STATES

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION, OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

Dexter 3-Peat Joint Venture
c/o National Oil Projects, LLC, Managing Venturer
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4925 Greenville Ave, Ste. 510
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EXHIBITS

Exhibit A - Joint Venture Agreement
Exhibit B - Application Agreement
Exhibit C - Suitability Questionnaire
Exhibit D - Turnkey Drilling Agreement

Exhibits B and C may appear in a separate booklet for ease of completion and execution.

SUMMARY OF THE PROGRAM

This summary is provided for convenience, should not be considered complete, and is qualified in its entirety by, and is subject to, the detailed information contained elsewhere in this Memorandum, or incorporated by reference into this Memorandum. Each prospective investor is urged to carefully read this Memorandum in its entirety, as well as all documents attached hereto or referred to herein, prior to determining whether to purchase a partnership interest in the Joint Venture. This summary is also subject to and qualified in its entirety by (i) the Joint Venture Partnership Agreement, a copy of which is attached hereto as Exhibit A, (ii) a set of Execution Documents including a copy of the Application Agreement and Suitability Questionnaire, a copy of which is either attached hereto as Exhibit B and Exhibit C respectively or appear in a separate booklet which accompanies this Memorandum (the "Execution Documents"). This summary does not purport to provide a comprehensive explanation of the Joint Venture Partnership Agreement and the Execution Documents. Accordingly, statements made in this Memorandum are subject to the detailed provisions of those agreements.

General.

The Venture. National, as Managing Venturer, will invite qualified parties to become Venturers in the Venture, which will be formed under Texas law and be governed by the Joint Venture Partnership Agreement and the Texas Business Organizations Code ("TBOC"). The Venture's Operations will be conducted under the Joint Venture Partnership Agreement, which names National as the initial Managing Venturer. The Venturers will have all of the rights and will be subject to all of the liabilities of a general partner under the TBOC. The Managing Venturer will have the authority to accept the original members of the partnership and to manage the routine day-to-day Operations, as hereinafter defined. See "PLAN OF ORGANIZATION AND SUITABILITY STANDARDS," "PROPOSED ACTIVITIES," and the "JOINT VENTURE AGREEMENT" attached hereto.

Initial Capitalization. Units in the Joint Venture will be offered and sold by officers, employees, members, and managers of National on a "best efforts" basis. A minimum capitalization amount representing one (1) Unit (the "Minimum Subscription Amount") must be obtained before the capital of the Venture will be utilized by the Venture for any purpose ("Initial Capitalization"). Until the potential participant is accepted into the Venture by the Managing Venturer, or for a period of five (5) business days from the receipt of this Memorandum, the potential participant shall have the right to rescind his (her) application and the Managing Venturer must return potential participant's funds, in full, without interest, upon receipt of the potential participant's written notice of election to rescind. (the "Rescission Period"). Acceptance of the potential participant as a Venturer in the Venture occurs the later of when the Managing Venturer executes the Application Agreement on behalf of the Joint Venture or potential participant's funds are deposited by the Venture with a financial institution. In the event that all the Units are not subscribed at the termination of the Capitalization Period or any extensions thereof, the Managing Venturer may: (i) close the Venture and conduct such operations as the Venture Capital will permit, (ii) acquire the remaining Units; or (iii) retain the Working Interests represented by the remaining Units and be responsible for the costs and expenses associated therewith. See "PLAN OF ORGANIZATION AND SUITABILITY STANDARDS." The Managing Venturer has the right to purchase any of the offered Units but is not obligated to do so.

Capitalization Period. The Capitalization Period will be the period of time during which Venturers will be accepted and initial capital contributions will be received from the date of this Memorandum up to and including March 15, 2025, subject to an extension of up to one hundred twenty (120) days at the Managing Venturer's sole discretion; provided, however, that the Managing Venturer, in its sole and absolute discretion, may terminate the Capitalization Period on behalf of the Venture at any time prior to that date. In the event that all Units are not subscribed at the termination of the Capitalization Period or any extension thereof, the Managing Venturer may purchase the remaining Units or choose to acquire the

remaining Working Interests represented by those Units. In the event additional working interests in the Prospect Wells become available, the Managing Venturer may acquire such additional interests on behalf of the Joint Venture, proportionally increase the number of Units in the Joint Venture and offer them for sale on the same basis as the original Units being offered herein; provided, however, that in no event shall the offer or sale of additional Units dilute the original per-Unit equivalent interest in the Prospect Wells; further provided that all Units shall be offered and sold on identical terms. See "DEFINITIONS."

Payment of Initial Capital Contributions. Capital contributions are payable in cash, in full, upon application. Venturers and their Units may be subject to further assessments for, among other things, additional completion costs, Subsequent Operations, and monthly well-operating costs. See "PLAN OF ORGANIZATION AND SUITABILITY STANDARDS."

Initial Operations. The Joint Venture, if fully funded, will be entitled to up to a seventy-five percent (75%) working interest (a fifty-six and one quarter percent (56.25%) net revenue interest) in up to three (3) new hydrocarbon wellbores and if drilling and completion operations are successful, the production of hydrocarbons therefrom. The Prospect Wells will be located in Walthall County, Mississippi where all operations of the Joint Venture will be undertaken. In the event the Venture raises the Minimum Subscription Amount, it will commence initial operations and enter into a Turnkey Drilling Contract with National (the "Turnkey Contract"). In consideration for the Turnkey Contract, National will be paid up to one hundred percent (100%) ($10,125,000 if all the Prospect Wells are drilled, tested and completed) of the Turnkey Price. The Managing Venturer may, in its sole discretion, decide that it is in the best interests of the Venture to drill, test and complete less than all three of the Prospect Wells and if such a determination is made to proportionately reduce the Maximum Subscription Amount and the Turnkey Price ($3,375,000 per well). Subject to the terms of the Turnkey Contract, National will be responsible for all costs in excess of the Turnkey Price and such additional costs could be substantial. The payments made by the Venture towards the Venture's Turnkey Contract obligation to National will cease to be and shall no longer be considered Venture funds when received by National. All Turnkey Contract payments made to National by the Venture will be immediately taken in by National as general revenues or operating capital and maybe spent by National for any and all expenses of National including expenses not related to the Venture. National may use current and future revenues from other turnkey contracts from other joint ventures to perform its obligations under the terms of the Turnkey Contract to the Venture. See "RISK FACTORS." SEE "ADDITIONAL ASSESSMENTS AND FINANCING OF ADDITIONAL VENTURE ACTIVITIES," "PROPOSED ACTIVITIES," "COMPENSATION AND REIMBURSEMENT," AND "DEFINITIONS."

If the Venture determines that completion on a well is to be attempted then the Venture will be activating the completion terms of the Turnkey Contract with National, pursuant to which National will, among other things, pay the costs to complete the Prospect Wells in one potentially productive zone or formation per well all for an aggregate fixed Turnkey Price to the Venture of $10,125,000.

Subject to the terms of the Turnkey Contract, National and not the Venture will be responsible for all costs in excess of the Turnkey Completion Price (if any), including Organizational Costs. The Venture's total financial responsibility to the Managing Venturer for the costs relating to the drilling, testing and completion of the Prospect Wells will be the Turnkey Completion Price. See "Additional Assessments and Financing of Additional Venture Activities," "Proposed Activities," and "Compensation and Reimbursement" for additional information. The Turnkey Completion Price DOES NOT REPRESENT the actual completion costs borne by National but does represent the total costs borne by the Venture.

Additional Assessments. Subsequent to Initial Operations, Additional Assessments may be requested by the Venture for the purpose of undertaking Subsequent Operations which may include but are not limited to, drilling additional wells. Venturers shall have the election as to whether or not the Venture

shall commence or undertake Subsequent Operations. Prior to the completion of a Prospect Well, Additional Assessments may be required if one or more additional wellbores (e.g., a sidetrack) are required to reach the primary target zone for the Prospect Well. Subsequent to Completion, Additional Assessments may be requested by the Venture for the purpose of undertaking Subsequent Operations which may include, but are not limited to, drilling an additional well. The Venturers shall have the election as to whether or not to pay any such Additional Assessments and participate in Subsequent Operations. The Managing Venturer will contribute its proportionate share of all Additional Assessments received as its capital contribution related thereto.

If a Venturer fails to contribute his or her proportionate share of an Additional Assessment within seven (7) days after the Venturers vote to approve a Subsequent Operation, such Venturer shall be subject to a four hundred percent (400%) additional assessment expense which shall be deducted from any revenues such Venturer shall be entitled to herein until four hundred percent (400%) of the additional assessment has been paid back to the Venture, subject to the Managing Venturer's sole and absolute discretion on a case-by-case basis. See "ADDITIONAL ASSESSMENTS AND FINANCING OF ADDITIONAL VENTURE ACTIVITIES."

Special Assessments. Special Assessments may be requested by the Venture in the event the Venture votes to (i) deepen a Wellbore; (ii) sidetrack a Wellbore if conditions or situations are encountered which render further drilling or completion impractical or permits Operator (defined below) to abandon the well; (iii) plug back a Wellbore and attempt completion in a different zone; (iv) conduct any additional activity for the purpose of enhancing production; (v) install tubing with increased production capacity; (vi) install additional pumping equipment; (vii) install pipelines; (viii) install any type of gas treatment facilities or production facilities; or (ix) complete more than one zone. The costs for which Special Assessments may be made have not been considered or included by National in its determination of the Turnkey Price. See "ADDITIONAL ASSESSMENTS AND FINANCING OF ADDITIONAL VENTURE ACTIVITIES – SPECIAL ASSESSMENTS."

Other Assessments. If the Venturers determine by a Vote that the Venture requires additional capital for the purpose of continuing Venture Operations, each Venturer shall, within fifteen (15) business days (or within forty eight (48) hours if the rig which will affect the work covered by the Assessment is on location) after the Vote, contribute the additional funds which, when paid, shall be treated as capital contributions to the Venture.

Each Venturer shall contribute his or her pro-rata share of the additional capital based on the amount of initial capital contributed unless the Venturers unanimously agree upon a different basis for determining the amount for each Venturer's contribution. The procedure for calling such Other Assessments, as well as the rights and obligations of Venturers upon failure of a Venturer to contribute such assessments, shall be the same as determined herein with respect to Additional Assessments. See "ADDITIONAL ASSESSMENTS AND FINANCING OF ADDITIONAL VENTURE ACTIVITIES – OTHER ASSESSMENTS."

Operating Agreement. Upon the Venture commencing Operations, the Venture will enter into an Operating Agreement with Pistol Ridge Partners, LLC as Operator of the Prospect Wells. The standard Operating Agreement typically used for such operations provides that a majority of the Working Interest owners have the right to appoint or change the Operator. Because the Venture will be a majority Working Interest owner in the Prospect Wells, assuming the standard Operating Agreement is used, the Venturers will have sufficient Working Interests to change the Operator should it want to do so. Pistol Ridge Partners, LLC is an affiliated company of National and owned by Nash Evans' father, Mr. LaVon Evans.

Suitability Standards. Applications will be accepted only from prospective Venturers who represent to the Managing Venturer that they meet certain suitability standards and requirements. The Managing Member intends to make this offering available to "Accredited" (as that term is defined under Regulation D, Rule 501 et. seq.) investors only, however there can be no assurance that this will occur. Amongst the requirements is the requirement that each investor must represent in writing, that they come within any one of the following categories at the time of their purchase of the Units offered herein:

1. Any private business development company as defined in Section 202(a)(6) of the Investment Advisers Act of 1940:

2. Any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, as a corporation, Massachusetts or similar trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of $5,000,000:

3. Any director, manager or executive officer of the Company:

4. Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, at the time of his or her purchase, exceeds $1,000,000 (excluding the value of the investor's primary residence);

5. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution, as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; an), broker or dealer registered pursuant to Section 15 of the Securities and Exchange Act of 1934; an insurance company, as defined in Section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958: any plan established and maintained by a State, its political subdivisions or any agency instrumentality of a State or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000; or any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of that Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or it the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

6. Any natural person who has an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in this current year;

7. Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Units offered hereby, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment: or

8. Any entity in which all of the equity owners are accredited investors under subdivisions (1) - (7) of this paragraph.

9. Any entity, of a type not listed in paragraph (a)(1), (2), (3), (7), or (8), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000.

10. Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this paragraph (a)(10), the Commission will consider, among others, the following attributes:

(i) The certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution.

(ii) The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing.

(iii) Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and

(iv) An indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable.

11. Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940 (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act.

12. Any "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1):

(i) With assets under management in excess of $5,000,000;

(ii) That is not formed for the specific purpose of acquiring the securities offered; and

(iii) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

13. Any "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1)), of a family office meeting the requirements in paragraph (a)(12) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (a)(12)(iii).

The Managing Venturer and/or its Affiliates may purchase Units with respect to which it or its Affiliates will be a Venturer subject to the same obligations and limitations as any other Venturer, except for certain limitations relating to transferability of such Units. See "PLAN OF ORGANIZATION AND SUITABILITY STANDARDS," "COMPENSATION AND REIMBURSEMENT" and "JOINT VENTURE AGREEMENT" attached hereto.

Costs of Organization. When the Venture commences Initial Operations, National will be responsible for payment of the costs of organization and the initial costs pursuant to the terms of the Turnkey Contract. National will also be responsible for all the costs of organization, including the legal fees and

costs to produce this memorandum, in the event the Venture does not commence Initial Operations or Initial Capitalization is not received. See “PLAN OF ORGANIZATION AND SUITABILITY STANDARDS.”

Management. The management of the Venture's participation in Operations and other business of the Venture shall be the responsibility of all the Venturers. The Joint Venture Agreement provides that National is the Managing Venturer, and the Venturers, by a Vote of fifty one percent (51%) in interest, may remove the Managing Venturer and appoint a new one. All decisions concerning the day-to-day affairs and Operations of the Venture by the Managing Venturer, during the period so designated, shall be binding upon each of the Venturers and the Venture. See “PROPOSED ACTIVITIES - Initial Operations.”

Managing Venturer's Capital Contribution. The Managing Venturer will contribute capital to the Venture in the amount of one percent (1%) of the initial Venture investor capital. If the Offering is fully funded National will contribute the sum of $101,250 to the Venture in the form of cash, services or property.

Compensation and Reimbursement. National intends to make a “profit” from being the Turnkey Contractor for the Wells however National's actual final costs for drilling, testing and completing the Prospect Wells are unknown as of the date of this Memorandum as the Prospect Wells have yet to be drilled. Therefore, whether the amount of revenue National receives, as Turnkey Contractor, from the Turnkey Contract will exceed its actual expenses is currently unknown. Going forward, National recognizes that in light of the uncertainties inherent in oil and gas drilling operations, its contractual requirements could result in National’s costs exceeding the revenue received from the Turnkey Contract.

National anticipates that it will receive a profit from doing business with the Venture and to the extent National receives a profit, that profit could be significant. Such profit will be made by National even if the operations of the Venture result in one or more Dry Holes. National or its Affiliates may receive what may be considered additional compensation in connection with its management of the Joint Venture, operating agreements, reimbursement of direct expenses paid for the Venture, and other transactions that may arise in connection with the operations of the Venture. See “COMPENSATION AND REIMBURSEMENT.”

Participation in Costs and Revenues from Initial Operations. The Venture will be entitled to up to a seventy-five percent (75%) working interest (a fifty-six and one quarter percent (56.25%) net revenue interest) in up to three hydrocarbon wellbores to be drilled on behalf of the Venture. The Prospect Wells will be subject to a twenty five percent (25%) working interest of the other industry partners including National and a twenty five percent (25%) Royalty Interest held by the landowner. The Venture will be allocated up to seventy five percent (75%) of the drilling, testing and completion costs for the Prospect Wells and all items of operational expenses thereafter. The Venturers will be allocated seventy five percent (75%) of all items of net revenue allocable to the Venture for the Prospect Wells if operations are successful on one or more of the Prospect Wells. There can be no assurance that the operations of the Venture will be successful. See “RISK FACTORS - Specific Risks of the Venture: Nature of the Liability of a Venturer” and “PARTICIPATION IN COSTS AND REVENUES WITHIN VENTURE.”

Distribution of Revenues. Subject to a Vote to the contrary, net Venture revenues which, in the sole judgment of the Managing Venturer, are not required to meet obligations of the Venture, or held for working capital reserves, shall be distributed as often as practicable to the Venturers. All revenues to the Venture from the Prospect Wells, if successful, will be net of Well operating expenses as determined by the Operator.

Application of Proceeds. Assuming the Initial Capitalization of all the Units described herein, it is anticipated that the proceeds will be expended by the Venture in accordance with the chart provided under “SOURCE AND APPLICATION OF PROCEEDS.”

Reports to Venturers. The Managing Venturer intends to furnish activity operating reports to the Venturers and quarterly statements with revenues and the Operator's estimated expenses.

The Prospect Wells.

The Prospect Wells consists of up to three hydrocarbon wellbores to be drilled on behalf of the Venture by the Turnkey Drilling Contractor.

The Venture intends to participate in the drilling, testing, and owning working interests in each of the above-described Prospect Wells in Walthall County, Mississippi. The Venture, upon full funding, intends to acquire up to a seventy-five percent (75%) working interest (a fifty-six and one quarter percent (56.25%) net revenue interest) in the three proposed Wellbores. The Venture will hold its interests in only the Wellbores and not in the remaining area of the underlying lease(s) on which the Wellbores are located.

A Venturer's investment in the Prospect Wells entitles said Venturer to a proportionate share in the Venture net proceeds, if any, from the sale of Products which are produced from each of the Wellbores of the Prospect Wells out of the objective geological formation or any other formations or zones produced from said Wellbore if the Venture votes and pays to complete additional zones within each Wellbore.

The Geological Report and Maps ("Geologic Data") which may accompany this Memorandum describe certain history of the area in which the Prospect Wells are to be located as well as other information obtained from various governmental and private authorities. All potential Venturers should carefully review the Geological Data and above-described information. National believes that prior success in a particular geological formation is a significant factor in assessing the likelihood of success in further development; however, there can be no assurance that any drilling project, including the ones described herein, will be successful.

All projections, estimates, and pro forma financial data contained in this Memorandum, or any accompanying materials are based upon certain assumptions. All potential Venturers are cautioned that assumptions, by their very nature, involve guesswork and that actual results, if any, can and do vary substantially, both negatively and positively, from those assumed or projected. There can be no assurance that the drilling, testing and potential completion of the Prospect Wells will not result in one or more Dry Holes and all potential Venturers must understand that they could lose a portion or all of their investment. National cannot and does not guarantee any Venturer a return of or a return on the Venturer's investment in the Venture.

The Managing Venturer has, based on currently available geological and geophysical information, selected certain oil and gas leasehold interests for the drilling project described herein. Prior to the commencement of drilling and completion activities on the Prospect Wells the Managing Venturer may review additional geological and geophysical data from other potential new Wellbores within the prospect area and if superior, immediately substitute a new prospect well for one or more of the Prospect Wells described herein. The Managing Venturer may recommend that the Venture complete the Prospect Wells at a different depth, choose different well sites or abandon the Prospect Wells if: (i) granite or other practically impenetrable substance is encountered, (ii) a condition in the hole occurs which renders further drilling impractical, or (iii) the Managing Venturer determines that it is a commercially reasonable decision for the Venture under the conditions or situation encountered. See "PROPOSED ACTIVITIES - THE PROSPECT WELLS," "COMPENSATION AND REIMBURSEMENT" AND "DEFINITIONS."

Sharing Risks. AFTER DRILLING, TESTING AND COMPLETION OF THE PROSPECT WELLS THE VENTURERS WILL BEAR ALL OF THE FINANCIAL RISK ASSOCIATED WITH THE VENTURE'S WORKING INTERESTS IN ANY NONPRODUCTIVE OR MARGINALLY PRODUCTIVE PROSPECT WELL AND MAY BE LIABLE FOR VENTURE OBLIGATIONS IN EXCESS OF THEIR CAPITAL CONTRIBUTIONS. SEE "PARTICIPATION IN COSTS AND REVENUES". In addition, each of the Venturers shall have the status of general partners in a general partnership, and shall therefore, have joint and several liability for all the debts, obligations, acts, omissions, risks, and liabilities of the Venture. See "RISK FACTORS— NATURE OF THE LIABILITY OF A VENTURER".

Tax Status.

The Managing Venturer believes that the Venture should be classified as a partnership for U.S. federal income tax purposes. However, the Venture does not intend to seek a ruling from the Internal Revenue Service (the "IRS" or the "Service") with respect to whether it will be treated for U.S. federal income tax purposes as a partnership rather than an association taxable as a corporation. In addition, the Venture presently does not intend to seek a ruling from the IRS or any state or local tax agency on any other federal, state or local tax matter that may arise in connection with the formation, organization and/or operation of the Venture. See "TAX ASPECTS."

Conflicts of Interest.

The Managing Venturer (and Affiliates) is and intends to become a venturer, managing venturer and/or an operator in other entities engaged in operations similar to that of the Venture or otherwise make or arrange for similar operations as those contemplated for the Venture. Such activities may place constraints on the time that National and its officers may have to devote to Venture activities. The Managing Venturer and the Venture do not have separate legal counsel. See "COMPENSATION AND REIMBURSEMENT," "PRIOR ACTIVITIES" AND "CONFLICTS OF INTEREST."

Neither the Turnkey Contract to be entered into between the Venture and National nor the Turnkey Prices have been the subject of arm's-length negotiations and will likely exceed the amount paid by National for its proportionate amount of costs to drill, test and complete the Prospect Wells. The Turnkey Price may exceed the cost to National of acquiring the working interests in the Prospect Wells and performing the services pursuant to the Turnkey Contract. To the extent the Turnkey Price for the Turnkey Contract exceeds National's costs National will make a profit. Such profit will be made by National even if the operations of the Venture result in a Dry Hole. The Operator, Pistol Ridge Partners, LLC, is an affiliate of National and is owned by Nash Evans' father, Mr. Lavon Evans. See "COMPENSATION AND REIMBURSEMENT," "PRIOR ACTIVITIES" and "CONFLICTS OF INTEREST."

Legal Counsel.

The Ongley Law Firm, PLLC serves as the Joint Venture's counsel, and also acts as counsel to the Managing Venturer, and certain Affiliates of the Managing Venturer (collectively, the "Venture Entities") in connection with the formation of the Venture, the offering of the Units herein, and certain other matters for which it is specifically engaged. The Ongley Law Firm disclaims any obligation to verify the Venture Entities' compliance with their obligations under either applicable law or the governing documents of the Joint Venture. In acting as counsel to the Venture Entities, The Ongley Law Firm has not represented and will not represent any of the individual venturers. No independent counsel has been retained to represent the individual venturers. Accordingly, potential investors have not had the benefit of independent counsel in the structuring of the Venture or determination of the relative interests, rights, and obligations of the Managing Venturer and the Venturers. In assisting in the preparation of this Memorandum The Ongley Law Firm has relied on information provided by the Venture Entities and certain other service providers of

the Managing Venturer without verification and does not express a view as to whether such information is accurate or complete. The Ongley Law Firm is under no obligation to update or provide additional information to investors or potential investors after the date of this Memorandum.

Suitability of Investor.

The Units in the Joint Venture are being offered exclusively on a private basis to a limited number of accredited investors. All investors in the Venture must qualify as "Accredited Investors," as defined in Regulation D under the U.S. Securities Act of 1933, as amended (the "Securities Act") and be prepared to document their status. Persons interested in investing in the Joint Venture are required to complete and return the Subscription Materials to the Managing Venturer. Each Person whose application for Joint Venture partnership interest has been accepted by the Managing Venturer will become a member of the Joint Venture on the date the Managing Venturer accepts such Person's Subscription Materials and will be shown as such on the books and records of the Joint Venture. The Subscription Materials contain detailed information concerning the required qualifications for prospective investors. Each prospective investor must represent and warrant in its Application to the Venture that, among other things, it has reviewed all of this Memorandum and all of the accompanying materials, understands the risks of an investment in the Joint Venture and has the financial knowledge and experience to evaluate such investment. Each prospective investor must be able to bear the substantial risks of its investment, including the possible loss of its entire investment.

Method for becoming a Venturer.

Each potential investor must execute and deliver to the Managing Venturer the Application Agreement (Exhibit B), the Suitability Questionnaire (Exhibit C), and the signature page of the Joint Venture Partnership Agreement. In addition, each investor may be required to supply the Venture with third-party proof of their status as an Accredited Investor. See: "EXECUTION DOCUMENTS" under separate cover.

Use of Proceeds.

Upon the receipt of the Minimum Subscription Amount, all proceeds received from the purchase of the Units will be used by the Venture to begin the plan of work described in this Memorandum, to pay any expenses associated with this Offering, and to pay all reasonable expenses for the operations of the Venture.

Risks.

The drilling, testing and completion program of the Venture involves a number of risks including the risk of loss of an investor's entire amount invested. Moreover, an investment in the Venture is illiquid since the Units are not freely transferable and the Venture's purchase of the Prospect Wells may also be illiquid. Certain Venturers may receive information regarding the Venture that is not generally available to other Venturers.

The sole source of cash from which the Venture will make distributions to the Venturers will be from cash generated from the Venture successfully carrying out the drilling, testing and completion program on the Prospect Wells. See "Risk Factors" and "Conflicts of Interest" for additional risk factors related to an investment in the Joint Venture. Additionally, an investment in the Units involves certain investment, tax and securities risks. For a detailed discussion of the tax consequences of the Offering, see "Tax Aspects".

Restrictions on Transfer.

Applicable securities laws restrict the ability of the investors to freely transfer their Units. Additionally, the Joint Venture Partnership Agreement imposes substantial restrictions upon the transfer of Units in the Joint Venture.

Federal Income Tax Consequences.

For a detailed discussion of the potential tax consequences of an investment in the Units, see "Tax Aspects of the Offering."

Fiscal Year.

The fiscal year of the Partnership will end on December 31 of each year.

Allocation of Profit and Loss.

The Venture will maintain a capital account for each Venturer to reflect contributions, distributions, and allocations of net profits and net losses. After the application of certain special allocation provisions set forth in more detail in the Joint Venture Partnership Agreement, net profits and net losses of the Venture for each fiscal year generally will be allocated among the Venturers in the proportion of their ownership in the Venture. Capital accounts are used solely as an accounting mechanism and are not actual bank accounts. Venturers are not entitled to receive their capital accounts.

Exculpation.

As more fully described in the Joint Venture Partnership Agreement, no Venturer or General Partner, or any of their officers, directors, shareholders, constituent partners, managers, venturers, trustees, representatives, agents or employees, or any officer, manager, trustee, representative, agent or employee of the Partnership, shall be liable to the Partnership or to any of the Venturers for any action taken (or any failure to act) by it in good faith on behalf of the Partnership and reasonably believed by it to be authorized or within the scope of its authority, unless that action (or failure to act) constitutes fraud, bad faith or willful misconduct, and then only to the extent otherwise provided by law.

Indemnification.

As more fully described in the Joint Venture Partnership Agreement, the Partnership shall, out of the assets of the Partnership only, indemnify and hold harmless each current and former General Partner, Venturer, officer or liquidating agent and each of their respective officers, directors, shareholders, managers, Venturers, partners, employees, agents, affiliates and assigns (each, a "Mandatory Indemnitee") from and against any and all losses, claims, demands, liabilities, expenses (including reasonable attorneys' fees), judgments, fines, settlements, court costs, penalties, excise or similar taxes, and other amounts (collectively, "Losses") arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each, a "Claim"), in which the Mandatory Indemnitee may be involved, or threatened to be involved, as a party or otherwise, which relates to or arises out of the Venture or its property, business or affairs.

Arbitration.

The Application Agreement requires that any controversy, claim or dispute arising between any investor/Venturer and the Venture and its Managing Venturer, its affiliates, officers, employees, partners, agents, managers, and attorneys or arising out of or relating to this Offering, and any interpretation, breach or dispute concerning any of the terms or provisions of the Application Agreement shall be exclusively and solely resolved by arbitration in the City of Dallas, Dallas County, Texas, before the American Arbitration Association, in accordance with the laws of the State of Texas and under the commercial arbitration rules then in effect of the American Arbitration Association (or any successor thereto), and any award rendered in said arbitration shall be final and binding upon the parties and a judgment thereon may be entered in any court in the State of Texas, or elsewhere, having jurisdiction thereof. Each Venturer waives any ability to bring a class arbitration related to his or her purchase or ownership of his or her Units. Any party may apply for arbitration.

RISK FACTORS

An investment in the Venture involves a high degree of risk. It is suitable only for investors of substantial means who have no immediate need for liquidity and who can afford a risk of loss of all or of a substantial part of their investment.

All private equity investments run the risk of loss of capital. No guarantee or representation is made that the Joint Venture will achieve its investment objectives or that investors will not suffer loss. An investment in the Venture is highly speculative and involves certain risks, potential conflicts of interest, and tax considerations that prospective investors should consider before applying.

The following list of risk considerations does not purport to be a complete itemization or explanation of all the risks involved in an investment in the Venture. Prospective investors must read the entire Memorandum, the Joint Venture Partnership Agreement, and all exhibits and appendices before determining whether to invest in the Joint Venture. Prospective investors are strongly urged to obtain professional guidance from their tax, financial and legal advisers in evaluating all of the tax, financial and legal implications and risks involved in investing in the Venture.

Specific Risks of the Venture.

New Managing Venturer And Venture Operations. The Venture is newly formed and has limited financial resources. Upon full Initial Capitalization funds will only be sufficient to drill, test and complete the Prospect Wells. National was formed in October 2023 and the Dexter 3-Peat Joint Venture is the third drilling and completion project attempted by National. National and its Affiliates have been involved in numerous prior industry oil and gas partnerships, however this Offering will be National’s third Regulation D Rule 506(c) joint venture partnership. See “PLAN OF ORGANIZATION AND SUITABILITY STANDARDS,” “PRIOR ACTIVITIES,” and “MANAGEMENT.”

Use of Turnkey Contract Revenues and Venturer's Obligations Due to Turnkey Contract. The Venture will be responsible for all costs associated with the Venture's Working Interests up to one hundred percent (100%) of the Turnkey Price. Any costs associated with the Working Interests over and above one hundred percent (100%) of the Turnkey Price will be the responsibility of National. The payments made by the Venture towards the Venture's Turnkey Contract obligation to National will be taken in by National as general revenues or working capital and may be spent by National for any and all expenses of National whether or not such expenses are related to the Venture. National may use current and future

revenues from other turnkey contracts from other joint ventures to perform its obligations under the terms of the Turnkey Contract to the Venture.

To the extent that National does not have sufficient working capital to meet its obligations, the Venture and therefore the Venturers could be adversely affected, and the Venturers could lose some or all of their investment in the Venture. The Venture may be a signatory to a Participation Agreement for the Wells and thus will have direct liability to third parties for the costs of Initial Operations in excess of one hundred percent (100%) of the Turnkey Price. To the extent that National is unable to meet its obligations to the Venture under the terms of the Turnkey Contract the Venture could be adversely affected and the Venturers could lose some or all of their capital contribution or be required to pay additional sums to complete the Initial Operations of the Venture in order not to lose the Venture's working interests in the Prospect Wells.

No Reliance on Projections and/or Opinions. No agents or representatives of the Managing Venturer or its Affiliates have been authorized to make any projections or express any opinion, oral or otherwise, concerning future events, perceived fact, personal opinion, anticipated production, availability of tax benefits, or expected returns, except as set forth within this Memorandum. Oral opinions that differ from the written data within this Memorandum have not been authorized and should not be relied upon under any circumstances. No further reliance should be placed on any written communications and industry reports that are not consistent with this Memorandum. Opinions or projections of possible current or future events are based upon various subjective determinations and assumptions. **All projections by their very nature are subject to uncertainty and, accordingly, a prospective Venturer will be subject to the risk that any such estimates or projections will not be reached or that the information used by National for such projections may be incomplete or that any underlying assumptions may prove to be inaccurate. The potential Venturer will be required to warrant that he has not relied upon or made his investment decision upon any of the projections, estimates or other forward-looking statements contained in this Memorandum, any printed materials accompanying this Memorandum or in oral conversations with officers or employees of National.**

Operating Agreement. Upon termination of the Capitalization Period, assuming the Venture commences Operations, the Venture will enter into an Operating Agreement which will govern the relationship, responsibilities and obligations of the Venture and Operator with respect to Operations for the Prospect Wells, if successful. The Operating Agreement will appoint as Operator, Pistol Ridge Partners, LLC (another operator may be substituted) for the Prospect Wells who will be responsible for overseeing all drilling, testing and completion operations on the Prospect Wells. Operating Agreements usually provide that a majority of the Working Interests owners have the right to appoint or change the Operator and determine various operations for the Prospect Wells as the Venture will own a majority working interest.

Non-Transferability, Lack of Liquidity of Interest and Limited Qualification of the Venture. A Venturer has the status of a general partner under the provisions of the TBOC. A Venturer's right in specific Venture property is not assignable except in connection with the assignment of rights of all of the Venturers in the same property. Venturers should not expect to be able to readily liquidate their interest, if needed, and, therefore, the Units may not represent satisfactory collateral for a loan. Each Venturer will have a Venture capital account however no Venturer shall have the right to demand or receive receipt of any property or monies allocated to their capital account as such accounts are solely an accounting mechanism used by the Venture to allocate profits and losses on the books of the Venture. See "LIMITED TRANSFERABILITY AND RIGHTS OF FIRST REFUSAL," Article VI of "JOINT VENTURE AGREEMENT" and the "APPLICATION AGREEMENT" attached hereto.

As Joint Venture interests, no public market exists for the partnership interests, and it is anticipated that none will ever exist. The transferability provisions in the Joint Venture Agreement make the partnership interests a non-liquid asset. Participation in this Venture is limited to persons qualifying under the suitability

standards set forth in “PLAN OF ORGANIZATION AND SUITABILITY STANDARDS” and “QUESTIONNAIRE” attached hereto.

Nature of the Liability of a Venturer. Each of the Venturers shall have the status of a general partner in the Joint Venture, which is a general partnership formed for a specific business purpose. Venturers shall therefore have unlimited joint and several liability for all the debts, obligations, acts, omissions, risks, and liabilities of the Joint Venture partnership. However National believes the Venturers' potential liability may be partially ameliorated by the provision of necessary and proper insurance coverage with respect to the Operations relating to the Prospect Wells. However, there can be no assurance that any such insurance would be available to the Venture or if available that the Venture will have sufficient capital to be able to procure such insurance or that the available insurance can be purchased for a reasonable cost. The general discussions herein concerning partnerships also apply to the Venture.

The TBOC provides, among other things, that every partner of a general partnership is an agent of such partnership for the purposes of its business, and that the act of every partner for apparently carrying on in the usual way the business of such partnership binds the partnership, unless the partner so acting has, in fact, no authority to act for the partnership in the particular matter in question, and the person with whom he or she is dealing has knowledge of the fact that he or she has no such authority. The TBOC further provides that a general partnership (and each partner thereof) is liable to third parties for losses, injuries or penalties arising out of the wrongful acts or omissions of any partner acting in the ordinary course of the business of such partnership or acting with the authority of his or her co-partners.

The Joint Venture Agreement provides that no Venturer (other than the Managing Venturer or by a vote of the Venturers) shall have any right or authority to take any action on behalf or in the name of the Venture or to obligate the Venture to any third party for any reason or in any matter whatsoever, and that each Venturer shall indemnify, defend and hold harmless the Venture and all other Venturers (including National as the Managing Venturer) from and against any loss, claim, cause of action, item of damages, expense or cost (including attorneys' fees and court costs) arising directly or indirectly out of any act of such Venturer in breach of the Joint Venture Agreement, in an amount not to exceed such Venturer's total capital contributions to the Venture. Further, the Joint Venture Agreement provides that any act of any Venturer inconsistent with the delegated rights and authority of the Managing Venturer shall constitute a breach thereof by the Venturer so acting, rendering such Venturer liable for damages and subject to expulsion from the Venture.

As stated above, National believes that the joint and several liability of each Venturer for all debts, obligations, acts, omissions, risks and liabilities of the Venture will be partially ameliorated by the provision of necessary and proper insurance coverage by National and or the Operator with respect to the Operations of the Venture, notwithstanding that it is unlikely that the Joint Venture will be named as an also insured, to the extent that such insurance can be obtained at reasonable cost to the Venture. There is no assurance that all risks and liabilities that exist or may arise can be adequately insured against. See “RISK FACTORS - General Risks of Oil and Gas Ventures: Uninsured Risks.”

The Venture may be dissolved by, among other things, a vote of the Venturers or a cessation of Venture business. Upon dissolution, the Venture is not terminated, but continues until the winding up of Venture affairs is completed. Where the dissolution of the Venture occurs, each Venturer is liable, except under certain circumstances, to his or her co-Venturers for his or her proportionate share of any liability created by any Venturer acting for the Venture as if the Venture had not been dissolved.

Absent an agreement to the contrary by and between a Venturer, the Venture, the creditors of the Venture and the persons or venture continuing the business of the Venture, the dissolution of the Venture does not of itself discharge the existing liability of any Venturer. In the event that the business of the Venture

is continued without the liquidation or the winding-up of its affairs, the creditors of the first or dissolved venture are also creditors of the venture so continuing the business. Under the Joint Venture Agreement, only the Managing Venturer may conduct Operations relating to creditors whether before or after dissolution of the Venture.

The Joint Venture Agreement provides that each Venturer waives his or her right to cause or obtain the dissolution and liquidation of the Venture, except upon the occurrence of certain specified events, or to withdraw from the Venture for any reason, and provides, except upon the occurrence of certain special events, for the continuation of the Venture upon the occurrence of any event which would otherwise give rise to the dissolution and liquidation of the Venture under applicable law.

Furthermore, each person proposing to become a Venturer shall represent and warrant to the Venture, as an express condition to the acceptance of his or her application that he or she possesses the requisite financial suitability and capacity to participate in the Venture upon the terms and conditions established therefor, and that he or she is not, as of the date of any such application and has not been at any time during the ninety (90) day period immediately preceding the date of such proposed participation, insolvent or an adjudicated bankrupt under the federal bankruptcy statutes.

Risks Related to Title Deficiencies. If an examination of the title history of a property that we have purchased reveals an oil and natural gas lease has been purchased in error from a person who is not the mineral interest owner or if the property has other title deficiencies, our interest would likely be worth less than what we paid or may be worthless. In such an instance, all or part of the amount paid for such oil and natural gas lease as well as all or part of any royalties paid pursuant to the terms of the lease prior to the discovery of the title defect would be lost.

It is not our practice in all acquisitions of oil and natural gas leases, or undivided interests in oil and natural gas leases, to undergo the expense of retaining lawyers to examine the title to the mineral interest to be placed under lease or already placed under lease. Rather, in certain acquisitions we rely upon the judgment of oil and natural gas lease brokers and/or landmen who perform the field work by examining records in the appropriate governmental office before attempting to acquire a lease on a specific mineral interest.

Prior to the purchase of an oil and natural gas well, however, it is standard industry practice for the operator of the well to obtain a preliminary title review of the spacing unit within which the proposed well is to be drilled to ensure there are no obvious deficiencies in title to the well. Frequently, as a result of such examinations, certain curative work must be done to correct deficiencies in the marketability of the title, and such title review and curative work entails expense, which may be significant and difficult to accurately predict. Our failure to cure any title defects may adversely impact our ability to increase production and reserves. In the future, we may suffer a monetary loss from title defects or title failure. Additionally, unproved and unevaluated acreage has greater risk of title defects than developed acreage. If there are any title defects or defects in assignment of leasehold rights in properties in which we hold an interest, we will suffer a financial loss which could adversely affect our financial condition, results of operations and cash flows and this financial loss would also impact the value of the Joint Venture.

Lease Requirements. The Lease(s) related to the Prospect Wells may be subject to stringent requirements relating to the timing of drilling, testing and completing activities, among other things, and the Joint Venture's failure to meet such requirements could adversely affect the Joint Venture's opportunity to participate in the development of the Lease. A copy of each master lease may be viewed in National's offices upon request. Furthermore, should the Joint Venture wellbores contain multiple potentially productive zones or formations, the terms of the leases may require those zones or formations to be produced in a timely manner. The expenses to Complete more than one such zone or formation per Prospect

Wells would require Additional Assessments from the Venturers. Failure to produce a potentially productive reservoir "behind pipe" or drill an additional "twin" well to produce same could have an adverse effect on the Joint Venture, including, but not limited to, the loss of those reservoirs and the Joint Venture wellbores to the Joint Venture.

Wellbores Only. The Joint Venture will acquire an interest in three Wellbores to be drilled, tested and if warranted, completed and not the remainder of the lease(s) on which the Wellbores are located.

Venture May Not Have Sufficient Capital To Drill All Three Planed Prospect Wells. The Venture plans on drilling all three Prospect Wells however circumstances may occur whereby the Venture may drill, test and complete fewer than all three Prospect Wells. In the event the Venture fails, by the end of the Capitalization Period, to raise sufficient capital to drill, test and complete all three Prospect Wells then the Venture, depending upon available capital, may drill, test and complete only one or three Prospect Wells at the estimated cost to the Venture of $3,375,000 per well. Drilling, testing and completing less than the planned three Prospect Wells will decrease the Venturers' ability to spread their investment risk across multiple wells and therefore increase their risk of the Venture's inability to provide the Venturer with a return of or return on their investment in the Venture.

Potential Classification of the Units as Securities. We believe that an investment in the Units may be exempted from federal and state securities laws, as a general partnership interest and may not be deemed a security for such purposes because we believe that the Units are not investment contracts. Irrespective of court precedent finding that general partnership interests such as the Units are usually not securities, certain regulatory agencies may take a contrary position and may try to characterize this investment as an offering of securities. Likewise, courts may take contrary positions and change the classification of general partnership interests to securities, usually when the facts of a particular case are egregious and regulatory enforcement is warranted. National believes that the characterization of the Units as "securities" would potentially endanger the Venturers' ability to take advantage of the tax benefits presently afforded oil and gas participants. If losses generated by the Venture are reclassified as "passive," such losses would not be available to deduct against the Venturers' "active" income from other sources. Additionally, any regulatory action against National based on the characterization of this investment as an offering of securities could have a material adverse effect on the business prospects and financial condition of National. National may, in its discretion, choose to seek securities offering exemptions if, in the advice of counsel, this is the most prudent course, even at the risk of losing the tax benefits described above. National reserves the right to file a Form D under Rule 506(b) or Rule 506(c) for this offering of Units and otherwise comply with the requirements of Regulation D. Out of an abundance of caution, National has structured this offering so as to qualify under the federal securities offering exemptions under Section 4(a)(2) and Section 4(a)(5) of the Securities Act of 1933, as amended.

Tax Matters.

General Considerations. Although participation in the Venture is intended to appeal primarily from an economic standpoint, albeit with risk, with the hope of finding oil and/or gas in commercial quantities, favorable U.S. federal income tax treatment presently available with respect to oil and gas drilling and production may have a material effect on the desirability of participating in an oil and gas drilling program for certain taxpayers.

Any deductions for federal income tax purposes available to the Venturer resulting from his or her participation in the Venture and the year in which such deductions are taken may have a material effect upon the economic result afforded him or her. The benefit to a particular Venturer of various deductions will depend on the nature and extent of other income, deductions and credits of that Venturer. For this reason, each prospective Venturer is urged to consult his or her personal tax advisor.

All federal income tax matters discussed herein are subject to change without notice by legislation, administrative action, and judicial decision. Such changes could deprive the Venture and its Venturers of certain tax benefits they might otherwise receive and may or may not be retroactive with respect to transactions occurring prior to the effective date thereof. See "TAX ASPECTS - Possible Changes In Federal Tax Laws."

Tax Classification of the Venture. The availability of the tax benefits of participating in the Venture depends upon the classification of the Venture as a "partnership" rather than an association taxable as a corporation for U.S. federal income tax purposes. National believes that under current law the Venture should be treated as a partnership for U.S. federal income tax purposes, and not as an association taxable as a corporation. This conclusion is not binding on the IRS and is conditioned on the maintenance of certain conditions. Should the Venture be treated as "an association taxable as a corporation" for federal income tax purposes, (i) income, gains, losses, deductions and credits of the Venture would not flow through to the Venturers, (ii) the taxable income of the Venture would be subject to the federal income tax imposed on corporations, and (iii) distributions would be treated as corporate distributions to the Venturers and could be taxable as dividends or capital gains. See "TAX ASPECTS - Tax Status of the Joint Venture."

Tax Liabilities May Exceed Cash Distributions. If the Venture is treated as a partnership for U.S. federal income tax purposes, each Venturer must include in its own taxable income for a taxable year its share of the Venture's income, gain, loss, deduction, and credit for the year, whether or not cash proceeds are actually distributed to it. As a result, a Venturer could be required to pay U.S. federal income tax based on its allocable share of Venture taxable income regardless of whether the Venturer receives a cash distribution. The Managing Venturer cannot guarantee that the Venture will be able to make cash distributions to the Venturers to permit them to pay their respective tax liabilities as a result of being Venturers in the Venture. In addition, the Venturers have no right to demand distributions of Venture income. If a Venturer's tax liability from the Venture exceeds the cash that it receives from the Venture, the Venturer will have to use cash from other sources to pay its tax liability.

Allocations for Income Tax Purposes. The Venture intends to allocate among the Venturers their allocable shares of income, gain, loss, deduction, and credit in accordance with the terms of the Joint Venture Agreement. Such allocable shares shall include all of the Venture's intangible drilling and development costs ("Intangible Costs") arising from Initial Operations that are paid from the Venturer's capital contributions. While the Venture intends to make such allocations, no assurance can be given that the IRS will not challenge the allocations of federal income tax items and assert that they are properly allocable among the Venturers in some other manner. If the Service were successful in such a challenge, the Venturers could be liable for additional taxes, penalties and interest. See "TAX ASPECTS - Allocations."

Depletion Allowance. The Managing Venturer believes that the Venturers should be able to take cost or, if they qualify, percentage depletion deductions with respect to the Venture's producing oil and gas properties. Percentage depletion will only be available to the Venturers that qualify as "independent producers" by reason of the "independent producer exemption." Each Venturer must individually determine his or her eligibility to qualify as an "independent producer." Therefore, there can be no assurance that any particular method for determining depletion deductions, including percentage depletion, will be available to any particular Venturer. See "TAX ASPECTS - Depletion."

Passive Activity Limitations. The availability of tax losses generated to the Venturers by the Venture to offset the Venturer's income from other sources may be limited due to the loss limitation rules that apply to passive activities. The definition of a "passive activity" generally encompasses all rental activities as well as all activities with respect to which the taxpayer does not "materially participate."

Notwithstanding this general rule, the term "passive activity" does not include "any working interest in any oil or gas property which the taxpayer holds directly or through an entity which does not limit the liability of the taxpayer with respect to such interest." There can be no assurance that the Service will not challenge the Venture's conclusions with regard to whether the Venture owns a "working interest;" whether ownership of a working interest through the Venture limits the Venturer's liability with respect to such working interest; or whether the Venture's activities constitute passive activities subject to the passive activity loss limitation rules. If losses generated by the Venture are classified as "passive," such losses would generally only be available to offset the Venturer's income from other passive sources, if any. See "TAX ASPECTS - Limitations on Passive Activity Losses."

Taxable Income. To the extent that Venturers are able to deduct losses generated by the Venture, the tax basis of each Venturer's interest will be reduced. Amounts realized by a Venturer on the sale of his or her Joint Venture interest may produce taxable gain to the extent that the amount realized for tax purposes exceeds the Venturer's adjusted tax basis in its Venture interest. In addition, costs such as intangible drilling costs, depreciation and depletion are subject to recapture, as ordinary income, on disposition by the Venture of oil and gas properties at a gain, or upon disposition by a Venturer of an interest in the Venture at a gain. Thus, the tax deductions afforded in the early years may only defer to later years a Venturer's overall federal income tax liability. See "TAX ASPECTS."

Nondeductible Costs. A material portion of each Venturer's subscription will be used for costs and expenses that are not currently deductible. In addition, there can be no assurance or guarantee that the IRS will agree with the Venture's categorization of its costs and expenses between currently deductible costs, costs that must be capitalized and amortized and non-deductible expenses. If the IRS were to successfully argue that certain costs and expenses that are initially deducted by the Venturers are non-deductible capital expenses, each Venturer could owe additional taxes and be liable for penalties and interest. See "TAX ASPECTS".

Taxable Income for Tax Exempt Venturers. The Venture may generate taxable income for Venturers that are generally exempt from taxation. Certain entities that are otherwise exempt from U.S. federal income tax, such as individual retirement accounts and annuities ("IRAs"), qualified plans, and charitable organizations are nonetheless taxed on "unrelated business taxable income" ("UBTI") of $1,000 or more that they earn in a given year. All or substantially all the income from the Venture's operations will constitute UBTI and may give rise to tax liability to an otherwise tax-exempt investor. For Venturers that invest money from their IRAs, it is possible that the earnings from the Venture could be subject to tax twice: once when amounts are earned by the Venture and then again when distributions are made from the IRA to the investor. For certain tax-exempt entities, such as charitable remainder trusts and charitable remainder unit trusts (collectively, a "CRT"), the receipt of any UBTI during a taxable year will cause the CRT to become taxable on all of its income from all sources for the taxable year. Accordingly, all tax-exempt prospective investors are urged to consult their own tax advisors regarding the tax consequences to them of investing in the Venture.

Internal Revenue Service Audit. If the IRS audits the Venture, there can be no assurance that the IRS will not challenge certain deductions allocated to the Venturers or the Venture's classification of its costs. If the Service were successful in such a challenge, the Venturers could be liable for additional taxes, penalties and interest. See "TAX ASPECTS - Audit of Tax Returns."

State and Local Tax Aspects. Certain states and localities in which Venturers may reside or where the Venture conducts business may levy income taxes for which such Venturers may be liable in respect to their share of Venture income and it may be necessary for such Venturers to file income tax returns with such states or localities to report such income. In addition, as a result of the Venture's operations, the Venture may be required to pay various state and local taxes. The Venture's payment of such state and local

taxes will reduce the Venture's cash that is otherwise available to distribute to the Venturers. In addition, the discussion of the tax aspects of participating in the Venture in this Memorandum is limited to certain material U.S. federal tax considerations. Therefore, each potential Venturer is urged to consult his or her tax advisor regarding the impact of state and local tax law on an investment in the Venture.

Tax Treatment May Change. All federal tax matters discussed herein are subject to change without notice by legislation, administrative action, and judicial decision.

Management Compensation. The payment of compensation to the Managing Venturer by the Venture for services rendered thereto may be deductible by the Venturers but only to the extent that such payments are ordinary and necessary business expenses and are reasonable in amount. The Managing Venturer cannot guarantee that any paid management compensation, if any, or any of the other costs and expenses incurred by the Venture will be deductible. See "TAX ASPECTS" – Management Compensation."

There have recently been some legislative proposals specifically concerning the tax treatment of exploring for and producing oil and gas, and some of those proposals reduce or eliminate some of the tax benefits described in this Memorandum. At this time, it is not possible to predict whether any such proposals will become law. Therefore, each prospective Venturer is urged to consult with its own tax advisor regarding the impact that a change in the U.S. federal tax law could have on its decision to participate in the Venture. See "TAX ASPECTS - Possible Changes In Federal Tax Laws."

Failure to Pay Special Assessments Will Result in a Venturer Abandoning Their Interest in the Venture and Loss of Their Initial Capital Contribution. The Venturers may be called upon to pay Special Assessments to pay for the Venturer's allocable portion of a special operation to be undertaken by the Prospect Wells Working Interest holders. The payment of Special Assessments is subject to a Vote. The failure of a Venturer to contribute his (her) proportionate share of a Special Assessment within seven (7) business days from delivery of a notice by email or overnight delivery (or within 48 hours if the rig is on location) shall be deemed to be a negative vote for the Special Assessment and a request that his (her) interest in the Venture be abandoned, and he (she) shall be effectively withdrawn as a Participant in the Venture with no further benefits, rights or obligations with respect to the sharing of income, gains and losses of the Venture. Upon abandonment, a Venturer will lose all their initial investment in the Venture. See "ADDITIONAL ASSESSMENTS AND FINANCING OF ADDITIONAL VENTURE ACTIVITIES".

Failure to Pay Additional Assessments and Risk of Capital Shortages. Because Venturers are not subject to mandatory additional assessments for additional capital contributions to the Venture for Subsequent Operations, capital shortages could result in a loss of substantial opportunities to the Venture and, therefore to the Venturers. See "ADDITIONAL ASSESSMENTS AND FINANCING OF ADDITIONAL VENTURE ACTIVITIES" and "CONFLICTS OF INTEREST."

Limited Financial Resources of the Managing Venturer. The Managing Venturer has limited financial resources. In the event that the actual costs of Initial Operations relating to the Prospect Wells exceed the Turnkey Price for such activities by a significant amount, National's financial ability to meet such obligations may be impaired. In the event that National is unable to secure funds or pay for such costs, the Venture may be required to pay for such costs or face losing its interest in the Prospect Wells.

Lack of Diversity. Subscription amounts should be sufficient to pay for Initial Operations with respect to the Prospect Wells only. The Prospect Wells will be drilled and if warranted completed. There can be no assurance that the Venture will obtain hydrocarbons in commercial quantities from any of the

three Prospect Wells. To the extent one or more of the Prospect Wells is a Dry Hole, Venturers should be prepared to lose their entire investment.

The Turnkey Price Does Not Represent The Actual Drilling And Completion Costs Borne By National But Does Represent The Total Costs Borne By The Venture And The Difference Between The Actual Cost And The Unit Price Could Be Substantial. The Unit Price has been fixed by National based upon a number of factors including, but not limited to, its estimates of contemplated financial needs for drilling, testing and completing the Prospect Wells. National's costs for acquiring the leases upon which the Prospect Wells are located, geologist and engineering expense in evaluating the Prospect Wells, Organization costs and expenses including attorney's fees for this Offering, operation and management costs of the Joint Venture during the potential ten (10) to fifteen (15) year production life of the Prospect Wells, if successful, and the financial risk to National due to the terms of the Turnkey Contract. The higher the Unit cost to the investor, the longer a well will have to be productive (depending on production volume and market price received for that production) for investors to have a chance to get their investment back or any return on their investment. Due to the Unit price of this Offering investors will have to hold their investment and the Wells will have to be productive for a lengthy period of time before a Venturer is likely to receive distributions equal to or greater than their investment. There can be no assurance that any of the Prospect Wells will be commercially viable. No investment banker or other appraiser was consulted regarding such price and terms. The Unit Price bears no relationship to the potential value of the Prospect Wells if successful.

Capitalization Period Extensions. Extension of the Capitalization Period may be made by the Managing Venturer in the exercise of its sole and absolute discretion. Thus, the exact time frame within which Venture Operations will commence cannot be determined with any degree of certainty.

Sharing of Risks. The Venturers will bear all of the financial risk associated with the Venture's portion of the Working Interests in any nonproductive or marginally productive Prospect Well and may be liable for Venture obligations in excess of their capital contributions. See “PARTICIPATION IN COSTS AND REVENUES WITHIN VENTURE.” In addition, each of the Venturers shall have the status of a general partner in a general partnership and shall therefore have joint and several liability for all of the debts, obligations, acts, omissions, risks, and liabilities of the Venture. See “RISK FACTORS - Specific Risks of the Venture: Nature of the Liability of a Venturer.”

Conflicts of Interest. There are conflicts of interest inherent in the activities of the Venture. National and/or its Affiliates presently act and intend to act in the future as a managing venturer of other partnerships and ventures and intend to manage other drilling or reworking ventures and own and operate other oil and gas properties on its own behalf as well as on behalf of others. Any conflicts of interest could adversely affect the Venture and/or the interests of the Venturers. The Managing Venturer and the Venture are currently represented by the same counsel. If a dispute were to develop between the Venture and the Managing Venturer, the Venture will be required to engage separate representation. See “CONFLICTS OF INTEREST.”

National's Dependency on Key Officers. National's ability to manage the Joint Venture affairs is predominantly dependent upon National's managers and principal executive officers, See “MANAGEMENT.”

Surrounding Production. Although there have been producing wells drilled and completed on acreage in the vicinity of the Prospect Wells, the production from such wells should not be deemed a guarantee that the Prospect Wells will also be successful and commercially productive. See “PROPOSED ACTIVITIES” and “GEOLOGICAL INFORMATION” under separate cover.

Geological Opinions, Maps, Statistics, and Projections. The Managing Venturer has received and is providing herewith certain geological opinions, potential statistics, and well information regarding the Prospect Wells and surrounding region. The Managing Venturer cannot guarantee the accuracy or correctness of any of the interpretations made by the Operator or consultants to National including its geologists and engineers. The Managing Venturer shall not be liable or responsible for any loss, costs, damages, or expenses incurred or sustained by any Venturer based upon their good faith reliance upon information contained or interpreted from statistics or opinions expressed by others. Venturers may be shown a map of productive Wells within the area surrounding the proposed Wellbore sites for the Prospect Wells. The production map may not identify other offsetting wells or dry holes, if any, and may only refer to individual well type logs, and may convey possible fault and fracture lines for illustration purposes only and not as a predictor of things to come for the Venture. The Managing Venturer cannot assure, nor does it guarantee the accuracy of the reported or displayed surrounding well positions, if any, fault or fracture lines, borehole depths or lengths, formation intervals, identified operators, the well names or amounts of production, if any, even though the Managing Venturer believes such information to be accurate and from reliable sources.

Disputes with Vendors and Possible Liens. It is anticipated that the Operator will contract directly with various providers of goods and/or services necessary to conduct the Operations of the Wells. Neither the Venture nor the Venturers will contract directly with such parties and the Venture will be a non-operator under the terms of an Operating Agreement to be entered into between the Venture and the Operator. From time to time, disputes may arise between the Operator and certain vendors with whom it contracts for goods and services. When a dispute cannot be resolved amicably, a lawsuit may be filed to resolve the dispute. Vendors who have provided goods and/or rendered services to the Operator with respect to the Prospect Wells may be permitted, under applicable law, to file material man's and/or mechanic's liens with respect to the Prospect Wells, the filing of which may be necessary in order to perfect a lien claim pending the resolution of the dispute. Such a lien could permit a vendor, upon the exercise of judicial or administrative remedies, to suspend the disbursement of production proceeds, to seize the interests of participants or to seize the Prospect Wells and its associated equipment in order to secure or pay the amount of such claim. If a given lien is ultimately determined to be valid, it could ultimately permit the vendor to satisfy its claim out of production proceeds, the value of the mineral leases or the value of the Prospect Wells and associated equipment. Under such circumstances, the Venture, even though having paid the Operator, will be adversely affected and potentially suffer a loss of their investment.

Recovery of Capital Contributions. Because drilling activity may be stronger in a specific section of the country, prices of goods and services utilized to engage in drilling and completion and in the cost of leasehold interests suitable for a project of this type may be higher even though prices may be lower on a nationwide basis. If such a situation occurs in the area of the Prospect Wells, participation in the Venture may be more expensive than might otherwise be the case in another location. In addition, because of the amount of capital required to engage in Operations, payout, if any, or that point in time at which the Initial Capital of the participants has been returned to them in full, if any, could be lengthened, depending upon the amount of production obtained, if any. There are no assurances that the price of crude oil or natural gas will remain at current levels, nor can there be any assurance that production levels can be sustained from the Prospect Wells, if successful, in quantities sufficient to reach payout.

Suitability. The Units are not suitable for, and will not knowingly be sold to, anyone who does not meet the suitability standards imposed by the Joint Venture and its Managing Venturer. Each purchaser of the Units will be required to represent and document that he (she) meets such standards. Participation in the Joint Venture requires careful and informed study with respect to each prospective Venturer's individual tax and financial position and, accordingly, each prospective purchaser is urged to consult with their accountant or financial planner prior to making a decision to acquire Units in the Venture.

Natural Hazards. Natural hazards are involved in the drilling and completion of hydrocarbon wells in locations such as that of the Prospect Wells. Such hazards include destruction from hurricanes, tornadoes, or other storms, and the risk to persons and property interests therein. Other natural hazards include unusual or unexpected formations, pressures, blowouts, and other unanticipated geological conditions. Substantial liability for environmental damage, bodily injury, or damage to or loss of equipment can result from any of such hazards. The Joint Venture may be subject to liability for pollution and other similar damages or may lose portions of its properties due to hazards against which it cannot insure or for which insurance proves inadequate. Such liabilities to third parties could reduce the funds available for execution of our business plan, and result in loss of Venture property or result in personal liability of Venturers if the liability exceeds insurance proceeds and the Venture's assets.

Compensation and Reimbursement to Managing Venturer Regardless of Profitability. The Managing Venturer and Affiliates may receive certain fees, profits, and other compensation, payments, and reimbursements regardless of profitability or loss of the Joint Venture. See "PARTICIPATION IN COSTS AND REVENUES WITHIN VENTURE," "COMPENSATION AND REIMBURSEMENT" and "CONFLICTS OF INTEREST."

Drilling and Completion Risks. Exploration for oil and gas is speculative by its very nature and involves a high risk of loss. A large number of attempted wells are Dry Holes, and others do not produce oil or gas in sufficient quantities to make them commercially profitable to complete and/or produce. Many risks are involved that experience, knowledge, scientific information, and careful evaluation cannot avoid. Since initial capitalization will be sufficient to drill and complete only the Prospect Wells the occurrence of one or more Dry Holes would mean that the Venturers would receive a limited or no return from the Venture in regard to the nonproductive Prospect Well(s). Therefore, Venturers must be prepared to lose substantially all their capital contribution as there can be no assurance that drilling and completing the Prospect Wells will result in oil or gas production or that production, if obtained, will be profitable for the Venture and Venturers. Most oil and gas wells experience a production decline that is rapid and irregular. Initial production from a well (if any) does not accurately indicate any consistent level of production to be derived therefrom.

The Selection Of Leases, The Drilling and Completion of Wells Are Not Exact Sciences And The Results Of Such Activity Cannot Be Predicted. The initial potential of a well as determined by a test which is run following the drilling of a well will not ordinarily be determinative of "actual" production and should not be considered indicative of the amount of oil or gas a well can be expected to produce on a sustained basis. The ratio of successful commercially productive oil and gas wells has been low (less than fifty percent (50%)) when compared to the total number of wells attempted. Even though the potential drilling locations for the Prospect Wells may be located in an area adjacent to known and existing production, there is no assurance that such activity will generate oil and gas necessary for commercial production sufficient to recoup the capital expended or generate any returns in the effort of placing such wells into production. A well may also be rendered dry or non-commercial during drilling or completion due to natural, technical, or mechanical considerations. There can be no assurance that all or any of the objective formations in-depth or length can be encountered even after the initiation of drilling procedures. The value of a well, any underlying reserve of oil or gas, and the amount and rate of future production cannot be determined with reasonable accuracy unless and until the well has a history of continuous production over a period of time sufficient to provide a reservoir engineer with data upon which an evaluation may be made.

Environmental Liability. Various local, state, and federal environmental control agencies may impose regulations that could have a significant impact on the Operations of the Venture or could substantially increase the costs of operating a well. Natural hazards and risks associated with the drilling and completion of the Prospect Wells include, among other things, unusual or unexpected formations,

shales, temperatures, salt water or fresh water, pressures, and other unanticipated conditions. Substantial uninsured liabilities to lessors, third parties, or governmental agencies may be incurred in connection with the drilling, testing, completion, operation, or abandonment of a well. In addition, numerous environmental liability statutes are potentially applicable to well operations and these statutes may carry permitting, redemption, and penalty provisions that could have a substantial adverse impact upon the Venture and the Venturers and may involve direct uninsured liability to the Venturers. Such expenses may reduce the funds available for distribution to the Venturers, result in a loss of oil and/or gas revenues or properties and/or require the Venture to pay additional amounts over and above the amount of the Venture's Initial Capitalization.

Accessibility to Pipelines and/or Transportation Systems. The Managing Venturer has acquired the use of a gathering pipeline for transmission of natural gas, however no amount has been budgeted for construction of a transmission line for gas or a storage or transportation system for oil, if any. It is anticipated that construction of a production facility, or the availability of transportation systems may be undertaken if and when oil and/or gas is produced from the Prospect in quantities deemed sufficient by the Venture and the Managing Venturer to justify such construction or availability; gas transmission lines, production facilities or other transportation system(s) are not part of, or included in the Turnkey Contract and would be the subject of Special Assessments. Production from a well and ultimate income to be derived therefrom will be dependent, in part, upon the successful completion of a pipeline hookup or attainment of a satisfactorily negotiated transportation system which in turn may be dependent on the availability of funds to the Venture for such purpose(s). See "ADDITIONAL ASSESSMENTS AND FINANCING OF ADDITIONAL VENTURE ACTIVITIES."

Possible Reduction of the Venture's Interest. Title to the lease comprising the Prospect has been reviewed by representatives of the Managing Venturer. However, no such review can assure that the title is free from defects. To the extent that defects to the Prospect title exist and cannot be remedied, it is possible that the Venture's Working Interests and/or net revenue interests in the Prospect Wells may be reduced. If such interests are reduced, the Venturers will not be entitled to recover from the Venture or the Managing Venturer any amounts contributed for the Venturer's proportionate share of the costs of Operations attributable to the lost interest, unless the defect can be established prior to the time the Venture commences such Operations. If any portion of the Venture's Working Interest or net revenue interest in the Prospect is reduced or lost due to failure of title, the operating results and/or the financial returns, if any, to the Venture, and thus the Venturers could be adversely affected.

Investors Will Agree In The Application Agreement To Submit Any Disputes To Arbitration, Which May Limit Remedies Available To Investors. As part of the Application Agreement that each prospective investor must sign and deliver in order to subscribe for their Units, each investor will agree to submit any disputes arising in connection with the interpretation or enforcement of the Application Agreement and the transactions effected thereby, including the purchase and sale of the Units to mandatory arbitration proceedings to be held in Dallas, Texas, United States of America. Submitting any such dispute, which may include claims for violations of applicable securities laws, to arbitration, may have the effect of limiting or eliminating the nature and extent of remedies available to investors in the event any such dispute may arise.

General Risks of Oil and Gas Ventures.

Drilling and Completing Oil And Gas Wells Is A Highly Speculative And Risky Activity And There Can Be No Assurance Of A Pay Out To Investors In The Event The Wells Are Successfully Completed. The drilling and completion of oil and gas wells is a very risky activity as the majority of all such attempts result in a Dry Hole or a well that is not commercially viable. In the event, a well is successfully drilled and completed there can be no assurance that the well will produce enough

hydrocarbons during the commercial life of the well to provide any return of or return on investment for the investors in the well as the amount of revenue produced by an active well depends upon the well's flow rate, well maintenance costs, the market price received for the oil and gas produced and the length of time the well produces. See “PRIOR ACTIVITIES.”

Regulation and Marketability of Gas or Oil Discovered. The availability of a ready market for oil or gas, if any, recovered on the Prospect Wells and the price obtained will depend upon numerous factors, including the extent of domestic production and foreign imports of gas and/or oil, the proximity and capacity of pipelines, intrastate and interstate market demands, the extent and effect of federal regulations on the sale of oil and/or natural gas in interstate and intrastate commerce, and other government regulations affecting the production and transportation of oil and/or gas. In addition, certain daily allowable production constraints may change from time to time, the effect of which cannot be predicted by management. There is no assurance that the Venture will be able to market any oil or gas found by it at favorable prices, if at all. See “COMPETITION, MARKETS AND REGULATIONS.”

Pollution. Various local, state and federal environmental control agencies may impose regulations, which could have a significant impact on the operations of the Venture or could substantially increase the costs of operating a well.

Delay in Distributions of Income. Unavailability of or delay in connection with pipelines or other transportation systems, unavailability of or delay in obtaining necessary materials for completion of a well, repayment of loans (if any) obtained by the Venture to finance drilling, completion or other activities, delays in obtaining satisfactory contracts and connections for oil and/or gas Well, delays in obtaining division orders and other circumstances may delay the distribution of income, if any, for significant periods after discovery of oil or gas, if any.

Possible Shortages. In the past, increased drilling activities have, from time to time, created shortages of certain equipment necessary in the drilling, testing and completion of a well. Due to a shortage of such equipment and general inflationary trends, the prices at which equipment was available escalated during such periods. Although not presently anticipated, there is a possibility that further price escalations will increase the Venture's operating expenses, thus reducing the distributions, if any, available to the Venturers.

Competition. There are numerous individuals, partnerships, and major and independent oil companies with whom the Venture will be in competition that have greater financial and technical resources than those available to the Venture. Such an inferior competitive position could have a material adverse effect upon the productivity, marketability, and profitability of the Venture. See “COMPETITION, MARKETS, AND REGULATION.”

Uninsured Risks. The Venture's Operations will be subject to all of the operating risks normally connected with producing oil and gas, such as blow-outs and pollution, which could result in the Venture incurring substantial losses or liabilities. Although the Joint Venture Agreement provides for the securing of such insurance as the Managing Venturer and Operator deem necessary and appropriate, certain risks are uninsurable and others may be either uninsured or only partially insured because of high premium costs or other reasons. In the event the Venture incurs uninsured losses or liabilities, the Venture's funds available for development will be reduced, and Venture assets may be substantially reduced or lost completely. For a discussion of the Venturer's liability, see “RISK FACTORS - Specific Risks of the Venture: Nature of the Liability of a Venturer.”

<u>Possibility of Unsuccessful Workover and Subsequent Operations</u>. It is possible that the techniques proposed to be utilized by the Operator to engage in drilling and completing the Prospect Wells or other Subsequent Operations will be unsuccessful, and crude oil and natural gas will not be produced from the Prospect Wells in commercial quantities if any. There can be no assurances that any Subsequent Operations or fracture stimulation or any workover will result in commercial production.

<u>Risk Regarding Completion</u>. Many wells that produce logs that show hydrocarbon-bearing formations may not possess sufficient reserves or bottom hole pressures to produce returns, even after completion or recompletion. There can be no assurance that even after recompletion or completion procedures commence that such efforts will result in a successful well with commercial production.

<u>Ability to Accept Risks</u>. Participation in the Venture will be offered solely to prospective venturers who are willing and can afford to accept and bear for an indefinite period of time the substantial risks described herein, who do not require immediate income from their capital contributions in the Venture, and whose annual recurring income is subject to the highest federal income tax rate. See “PLAN OF ORGANIZATION AND SUITABILITY STANDARDS.”

<u>Federal And State Legislation Regarding The Oil And Gas Industry Is Extensive</u>. Numerous pieces of legislation impacting the oil and gas industries have been passed by Congress. In addition, new legislation is proposed on a continuous basis including but not limited to the repeal of tax statutes and regulations which give tax incentives for exploration and drilling of oil and gas wells and provide for depletion allowances. There can be no assurance that the current tax incentives for engaging in the exploration and production of gas and oil wells will continue.

<u>Federal and State Legislation and Regulatory Initiatives Relating to Hydraulic Fracturing</u>. Hydraulic fracturing involves the injection of water, sand or other propping agents and chemicals under pressure into rock formations to stimulate oil and natural gas production. We routinely use hydraulic fracturing to complete Well in order to produce oil, natural gas and natural gas liquids from formations that we target for production. The EPA released the final results of its comprehensive research study on the potential adverse impacts that hydraulic fracturing may have on drinking water resources in December 2016. The EPA concluded that hydraulic fracturing activities can impact drinking water resources under certain circumstances, including large volume spills and inadequate mechanical integrity of Well. The results of the EPA’s study could spur action towards federal legislation and regulation of hydraulic fracturing or similar production operations. In past sessions, Congress has considered, but did not pass, legislation to amend the SDWA, to remove the SDWA’s exemption granted to most hydraulic fracturing operations (other than operations using fluids containing diesel) and to require reporting and disclosure of chemicals used by oil and natural gas companies in the hydraulic fracturing process. The EPA has issued SDWA permitting guidance for hydraulic fracturing operations involving the use of diesel fuel in fracturing fluids in those states where the EPA is the permitting authority.

In addition, a number of states and local regulatory authorities are considering or have implemented more stringent regulatory requirements applicable to hydraulic fracturing, including bans or moratoria on drilling that effectively prohibit further production of oil and natural gas through the use of hydraulic fracturing or similar operations. For example, in December 2014, New York announced a moratorium on high volume fracturing activities combined with horizontal drilling following the issuance of a study regarding the safety of hydraulic fracturing. Certain communities in Colorado have also enacted bans on hydraulic fracturing. These actions are the subject of legal challenges. Texas, New Mexico, and Wyoming have adopted regulations that require the disclosure of information regarding the substances used in the hydraulic fracturing process. Moreover, in light of concerns about seismic activity being triggered by the injection of produced waters into underground Well, certain regulators are also considering additional requirements related to seismic safety for hydraulic fracturing activities. A 2015 U.S. Geological Survey

report identified areas of increased rates of induced seismicity that could be attributed to fluid injection or oil and natural gas extraction.

The adoption of new laws or regulations imposing reporting or operational obligations on, or otherwise limiting or prohibiting, the hydraulic fracturing process could make it more difficult to complete oil and natural gas Well in unconventional plays. In addition, if hydraulic fracturing becomes regulated at the federal level as a result of federal legislation or regulatory initiatives by the EPA, hydraulic fracturing activities could become subject to additional permitting requirements, and also to attendant permitting delays and potential increases in cost, which could adversely affect the ability of the Joint Venture to conduct subsequent operations that would otherwise enhance the profitability of the Prospect Wells.

Legislation or Regulations Restricting Emissions of Greenhouse Gases. The EPA has published its final findings that emissions of carbon dioxide, methane and other greenhouse gases present an endangerment to public health and welfare because emissions of such gases are, according to the EPA, contributing to the warming of the earth's atmosphere and other climatic changes. Accordingly, the EPA has adopted rules under the CAA for the permitting of greenhouse gas emissions from stationary sources under the Prevention of Significant Deterioration ("PSD") and Title V permitting programs. The EPA has adopted a multi-tiered approach to this permitting, with the largest sources first subject to permitting. In addition, monitoring of greenhouse gas emissions from petroleum and natural gas systems commenced on January 1, 2011, with the first annual reports required to be filed in 2012. In November 115, the EPA finalized rules that added new sources to the scope of the greenhouse gas monitoring and reporting requirements. These new sources include gathering and boosting facilities as well as completions and workovers from hydraulically fractured oil and natural gas Well. The revisions also include the addition of well identification reporting requirements for certain facilities. There were attempts at comprehensive federal legislation establishing a cap and trade program, but that legislation did not pass. Further, various states have considered or adopted legislation that seeks to control or reduce emissions of greenhouse gases from a wide range of sources. Finally, in December 2015, the United States joined the international community at the 21st Conference of the Parties of the United Nations Framework Convention on Climate Change in Paris, France. The resulting Paris Agreement calls for the parties to undertake "ambitious efforts" to limit the average global temperature and to conserve and enhance sinks and reservoirs of greenhouse gases. The Paris Agreement establishes a framework for the parties to cooperate and report actions to reduce greenhouse gas emissions. Any future international agreements, federal or state laws or implementing regulations that may be adopted to address greenhouse gas emissions could, and in all likelihood would, require us to incur increased operating costs, adversely affecting our profits, and could adversely affect demand for the oil and natural gas we produce, depressing the prices we receive for oil and natural gas.

New Regulations on All Emissions from Operations Could Cause the Joint Venture to Incur Significant Costs. On April 17, 2012, the EPA issued final rules to subject oil and natural gas operations to regulation under the New Source Performance Standards, or NSPS, and National Emission Standards for Hazardous Air Pollutants, or NESHAPS, programs under the CAA, and to impose new and amended requirements under both programs. The EPA rules include NSPS standards for completions of hydraulically fractured natural gas Well, compressors, controllers, dehydrators, storage tanks, natural gas processing plants and certain other equipment. Further, in May 2016, the EPA issued final NSPS governing methane emissions from the oil and natural gas industry as well as source determination standards for determining when oil and natural gas sources should be aggregated for CAA permitting and compliance purposes. The NSPS for methane extends the 2012 NSPS to completions of hydraulically fractured oil and natural gas Well, equipment leaks, pneumatic pumps and natural gas compressors. The EPA has also announced that it intends to impose methane emission standards for existing sources and has issued information collection requests for oil and natural gas facilities. In November 2016, the Department of the Interior issued final rules relating to the venting, flaring and leaking of natural gas by oil and natural gas producers who operate on federal and Indian lands. The rules limit routine flaring of natural gas, require the payment of royalties

on avoidable natural gas losses and require plans or programs relating to natural gas capture and leak detection and repair. These rules could result in an increase to our operating costs and changes in our operations. In addition, several states are pursuing similar measures to regulate emissions of methane from new and existing sources within the oil and natural gas source category. As a result of this continued regulatory focus, future federal and state regulations of the oil and natural gas industry remain a possibility and could result in increased compliance costs on our operations and therefore could impair the financial performance of the Prospect Wells and the Joint Venture.

THE JOINT VENTURE

The Venture**.** The Venture will have the status of a general partnership under the laws of the State of Texas, and the Venturers will have the status of general partners therein. See "RISK FACTORS - Specific Risks of the Venture: Nature of the Liability of a Venturer."

The principal office for the Venture is 4925 Greenville Ave, Ste. 510, Dallas, TX 75206. The Venture is a separate legal entity from National and its Affiliates. There will be no commingling of funds between the Venture and National or any Affiliate thereof. Investors are hereby cautioned that all Turnkey Contract payments made to National by the Venture will no longer be funds of the Venture when received by National but will be taken in by National as general revenues or operating capital and may be spent by National for any and all expenses of National including expenses not related to the Venture. National may use current and future revenues from other turnkey contracts from other joint ventures to perform its obligations under the terms of the Turnkey Contract to the Venture. The rights of the Venturers will be defined by the TBOC and the Joint Venture Partnership Agreement. Venturers will acquire a partnership interest in the issuer, the Dexter 3-Peat Joint Venture, a Texas general partnership only and not in National.

PLAN OF ORGANIZATION AND SUITABILITY STANDARDS

Eligible Potential Venturers**.** The Managing Venturer reserves the right to refuse to accept the application of any person. Participation in the Venture is intended only for persons meeting certain minimum suitability standards and who are able to make the representations contained in the Questionnaire and Application Agreement annexed hereto. Although the Managing Venturer believes that the partnership interests sold herein are not securities the interests are being offered in accordance with the requirements and provisions of Rule 506(c) Regulation D and Sections 4(2) and 4(a)(5) of the Act. Applications will be accepted only from prospective Venturers who represent to the Managing Venturer that they meet certain suitability standards and requirements. The Managing Member intends to make this offering available to "Accredited" (as that term is defined under Regulation D, Rule 501 et seq.) Investors only. Amongst the requirements is i) the requirement that each investor must represent in writing that they come within any one of the following suitability standards as an Accredited Investor and ii) the requirement they provide third party documentation of their accredited status at the time of their purchase of the Units offered herein:

1. Any private business development company as defined in Section 202(a)(6) of the Investment Advisers Act of 1940.

2. Any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, as a corporation, Massachusetts or similar trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of $5,000,000.

3. Any director, manager or executive officer of the Company.

4. Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, at the time of his or her purchase, exceeds $ 1,000,000 (excluding the value of the investor's primary residence).

5. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution, as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; an), broker or dealer registered pursuant to Section 15 of the Securities and Exchange Act of 1934; an insurance company, as defined in Section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958: any plan established and maintained by a State, its political subdivisions or any agency instrumentality of a State or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000; or any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of that Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or it the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

6. Any natural person who has an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in this current year.

7. Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Units offered hereby, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment.

8. Any entity in which all of the equity owners are accredited investors under subdivisions (1) - (7) of this paragraph.

9. Any entity, of a type not listed in paragraph (a)(1), (2), (3), (7), or (8), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000.

10. Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this paragraph (a)(10), the Commission will consider, among others, the following attributes:

(i) The certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution;

(ii) The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;

(iii) Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and

(iv) An indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable.

11. Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940 (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act.

12. Any "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1):

(i) With assets under management in excess of $5,000,000;

(ii) That is not formed for the specific purpose of acquiring the securities offered; and

(iii) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

13. Any "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1)), of a family office meeting the requirements in paragraph (a)(12) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (a)(12)(iii).

Notwithstanding anything to the contrary herein, Units are not a suitable investment for charitable remainder trusts and charitable remainder unit trusts. Therefore, Units will not be sold to charitable remainder trusts and charitable remainder unit trusts, and such trusts will not be considered to be suitable to participate in the Venture.

The Managing Venturer and/or its Affiliates may purchase Units with respect to which it or its Affiliates will be a Venturer subject to the same obligations and limitations as any other Venturer, except for certain limitations relating to transferability of such Units.

Managing Venturer's Capital Contribution. The Managing Venturer will contribute capital to the Venture in the amount of one percent (1%) of the initial Venture investor capital. If the Offering is fully funded National will contribute the sum of $101,250 to the Venture. Such contribution may be in the form of cash, property or services to the Venture.

Venturer's Capital Contributions. Capital Contributions must be paid in full, in cash, upon application. Funds included with unaccepted applications will be promptly returned in full without interest. When a capitalization amount representing the Minimum Subscription Amount has been received and accepted by the Managing Venturer, the Venture may begin utilizing the capital of the Venture for Initial Operations. At such time, the Managing Venturer shall continue to accept applications for participation in the Venture until the Venture is fully capitalized or the Capitalization Period expires. After the sale of one (1) Unit, if insufficient application funds are received from Venturers to drill the Prospect Wells, the Managing Venturer may purchase sufficient Units or Working Interests to meet the remaining minimum capital obligations.

In the event any additional Working Interests in the Prospect Wells become available to the Venture, the Managing Venturer may acquire such additional interests on behalf of the Venture, proportionately increase the number of Units in the Joint Venture, and offer them for sale on the same basis

as the original Units being offered herein; provided, however, that in no event shall the offer and/or sale of additional Units dilute the per Unit equivalent interest in the Prospect Wells; and further provided, that all Units shall be offered and sold on identical terms.

Participation in Units by Managing Venturer. National, as Managing Venturer and its Affiliates and/or its officers, directors or employees, may participate in the initial capitalization of the Venture on the same terms and conditions (except transferability) as all other Venturers and thereby acquire interests in addition to the one percent (1%) initial Managing Venturer's interest. Alternatively, it may participate in the Working Interests as an industry participant. Such participation may be made for the purpose of completing the Initial Capitalization. See “LIMITED TRANSFERABILITY AND RIGHTS OF FIRST REFUSAL.”

Organizational Costs. All Organizational Costs of the Initial Capitalization will be advanced by National. When the Venture is capitalized and commences Operations the Venture will reimburse National for any funds advanced. If the Minimum Subscription Amount is not received, National will be responsible for the payment of all Organizational Costs.

LIMITED TRANSFERABILITY AND RIGHTS OF FIRST REFUSAL

The Joint Venture Agreement provides that a Venturer (except in certain circumstances where the Managing Venturer or its Affiliates acquire Units) is obligated to hold his or her interest in the Joint Venture and is prohibited from transferring, assigning, or otherwise disposing of same without first satisfying certain conditions. One such condition provides that the Managing Venturer may request an opinion of counsel (the cost of which shall be borne by the transferor) to the effect that such transaction will not result in certain adverse tax consequences or violations of law. In addition, the Units are subject to certain rights of first refusal. Finally, no person will be admitted as a Substitute Venturer without prior written approval of the Venturers by a Vote. (See Article VI to the “JOINT VENTURE PARTNERSHIP AGREEMENT”).

No Right of Presentment. Neither the Venture nor the Managing Venturer has obligated itself to repurchase, redeem or allow withdrawal, has not established a procedure for repurchasing, redemption or withdrawal, and has no present plan to repurchase, redeem or allow withdrawal of any Units from the Venturers, other than the abandonment provisions relating to failure to pay certain assessments.

ADDITIONAL ASSESSMENTS AND FINANCING OF ADDITIONAL VENTURE ACTIVITIES

Special Assessments.

Special Assessments may be requested by the Venture in the event the Venture votes to:

(i) deepen a Wellbore;

(ii) sidetrack a Wellbore if conditions or situations are encountered which render further drilling or completion impractical or permits Operator to abandon the well;

(iii) plug back a Wellbore and attempt completion in a different zone;

(iv) conduct any activity for the purpose of enhancing production;

(v) install tubing with increased production capacity;

(vi) install pumping equipment;

(vii) install pipelines;

(viii) install any type of gas treatment facilities or production facilities; and

(ix) complete any zones in addition to the first completion.

The costs for which Special Assessments may be made have not been considered or included by National in the determination of the Turnkey Price. The costs to be incurred by the Venture and covered by the Special Assessments shall be National's actual costs incurred in conducting such activities. The failure of a Venturer to contribute his or her proportionate share of a Special Assessment within seven (7) business days from delivery of a notice by telegram or overnight delivery (or within forty eight (48) hours if the rig which will affect the work covered by the Special Assessment is on location) shall be deemed to be a negative vote for the activity covered by such Special Assessment and a request that his or her interest in the Joint Venture be abandoned, and he or she shall be effectively withdrawn as a Participant in the Joint Venture with no further benefits, rights or obligations with respect to the sharing of income, gains and losses with respect to the Prospect Wells.

Operating Expenses.

Venturers and their Units will also be subject to assessments for their proportionate share of monthly operating expenses for any producing Venture Well pursuant to the Joint Venture Agreement for the Venture. Such expenses may be deducted from distributions; but Venturers are responsible for paying their pro-rata share of operating expenses regardless of whether or not the revenue generated by the Venture Wells is sufficient to cover such costs.

Additional Assessments.

The Managing Venturer anticipates that Initial Venture Capital will be sufficient to pay for the drilling, testing and completion of the Prospect Wells only. However, following the expenditure or commitment of Initial Venture Capital, it is possible that the Venturer or the Operator will deem it appropriate to conduct Subsequent Operations on the Prospect. Everything other than Initial Operations and those matters for which a Special Assessment may be made should be considered to be Subsequent Operations of the Venture and may require financing greatly in excess of the Initial Venture Capital.

If the Venture determines that a Subsequent Operation, for which Additional Assessments will be requested, written notice of the proposed operation will be given to the Venturers. The notice given by the Venture to the Venturers will specify the nature and purpose of the Subsequent Operation, will describe the effect of not participating in the Subsequent Operation, and estimate each Venturer's proportionate share of the expenditure necessary to finance the Subsequent Operation. Within seven (7) days and forty eight (48) hours if the rig is on location) after the notice is sent by email, telegram or overnight delivery, a Venturer may elect by Vote to participate in the Subsequent Operation described in the notice by sending to the Managing Venturer payment in the amount of such Venturer's proportionate share of the expenditure necessary to finance the Subsequent Operation, as such share is more fully described in the notice. The Venturer's payment must be postmarked no later than seven (7) days and forty eight (48) hours if the rig is on location) after the initial notice and must be received by the Managing Venturer no later than ten (10) days after the date of the notice.

Venturers who elect to Vote to participate in Subsequent Operations (hereinafter referred to as "Participating Venturers") will do so by paying their proportionate share of the Additional Assessment required from the Participating Venturers for the expenses for the Subsequent Operations. The Managing

Venturer will estimate the complete cost of the Subsequent Operation and each Venturer's proportionate share of the expenses thereof. The Managing Venturer may choose to request payment in full of such expenses or any portion thereof. The estimate shall not be conclusive as to the expenses incurred and additional contributions by Participating Venturers for the Subsequent Operation may be necessary. Such additional amounts will be billed by the Managing Venturer to the Participating Venturers, but such amounts shall not be deemed an asset of the Venture until received.

If a Venturer fails to contribute his or her proportionate share of an Additional Assessment within seven (7) days after the Venturers Vote to approve a Subsequent Operation, such Venturer shall be subject to a four hundred percent (400%) additional assessment expense which shall be deducted from any revenues such Venturer shall be entitled to herein until four hundred percent (400%) of the additional assessment has been paid back to the Operator, subject to the Managing Venturer’s sole and absolute discretion on a case-by-case basis.

In the event Additional Assessment proceeds are not paid to the Managing Venturer by the due date stated in the notice or the bill sent to the Venturers (who previously agreed to pay same), and if the Managing Venturer (or other Venturers) does not elect to pay the unpaid assessment, the Managing Venturer shall have the right, but not the obligation, to abandon the proposed Subsequent Operation and refund the Additional Assessments previously paid by the Venturers. In that event, the Venture may sell or Farmout, to any person or entity, the Prospect (subject to an appropriate vote of the Venturers) or portions thereof upon such terms as the Venture shall deem appropriate. If a Venturer agrees to pay any portion of an Additional Assessment with respect to any particular Subsequent Operation and fails to contribute his or her entire proportionate share of all Additional Assessments called for by the Joint Venture with respect to such Subsequent Operation, within the time specified in any request therefore, such Venturer shall thereby be deemed a Non-Participating Venturer with respect to such Subsequent Operation only.

In addition, any Non-Participating Venturer remaining in default of his or her payment obligations may, in the sole discretion of the Managing Venturer, be precluded from participating in future Subsequent Operations of the Venture. The interest in any further Subsequent Operations that would otherwise have been available to a Non-Participating Venturer shall be at the option of the Managing Venturer either (i) acquired by the Managing Venturer, (ii) offered to the remaining Participating Venturers (or Substitute Venturers) on a proportionate basis, or (iii) offered to third parties.

Although a Non-Participating Venturer remaining in default of his or her payment obligations may have no right to participate in any further Subsequent Operations, the Managing Venturer may, in the exercise of its sole and absolute discretion, allow any or all Non-Participating Venturers to participate in further Subsequent Operations. However, such Non- Participating Venturer shall not be given such opportunity until all Participating Venturers in the Subsequent Operation immediately preceding the further Subsequent Operation have had an opportunity to continue to participate in such Subsequent Operation. Nothing shall prevent the Managing Venturer from electing to exclude any Non-Participating Venturer from any further Subsequent Operations.

Other Assessments.

If the Venturers determine that the Venture requires additional capital for the purpose of continuing Venture Operations, each Venturer shall, within fifteen (15) business days and forty eight (48) hours if the rig is on location) after the Vote, contribute the additional funds, which, when paid, shall be treated as Capital Contributions to the Venture. Each Venturer shall contribute his or her pro rata share of the additional capital based on the amount of initial capital contributed unless the Venturers unanimously agree upon a different basis for determining the amount for each Venturer's contribution. The procedure for calling for such Other Assessments, as well as the rights and obligations of Venturers upon failure of a

Venturer to contribute appropriate Assessments, shall be the same as determined herein with respect to Additional Assessments. In addition, even if such an Assessment is not made, all Venturers shall remain liable for Venture obligations in accordance with the TBOC.

Payment of Costs Through Utilization of Revenues.

To the extent the Venture may have its own revenues; revenues may also be utilized in the payment of certain costs incurred by the Venture, including Operating Expenses. To the extent Venture revenues are utilized and reinvested, federal income tax liability and/or deductions may accrue to the Venturers even though no funds are actually distributed to the Venturers. Revenues will be utilized typically for short-term activities such as Completion of a Prospect Wells in progress and the payment of certain equipment costs.

Natural Occurrences or Other Emergencies.

Notwithstanding any other provision to the contrary, the Managing Venturer, or one of its Affiliates, may utilize Venture funds from all sources to undertake any Operations necessary to protect, save, restore or preserve the Prospect Wells in the event of a natural occurrence or other emergency that requires such Operations to be performed before such time that a Vote of the Venturers may be taken and when the delay of such Operation may cause: (i) a significant increase in the cost of such Operations, (ii) drilling, testing and completion or other future Operations to be unfeasible, (iii) the loss of the Venture's interest in the Prospect Wells or (iv) the Venture to be subject to liability to third parties.

PROPOSED ACTIVITIES

Initial Operations.

Initial Operations. The Venture, upon full funding, intends to acquire up to a seventy five percent (75%) Working Interest (a fifty six and one quarter percent (56.25%) net revenue interest) in the Prospect Wells. The Prospect Wells will be subject to a twenty five percent (25%) Royalty Interest held by the landowner. The Venturers will be allocated seventy five percent (75%) of all items of net revenue allocable to the Venture for the Prospect Wells, if successful. When the Venture commences Operations, the Venture will enter into a Turnkey Contract with National, pursuant to which National will, among other things, pay for the Venture's share of the costs to drill, test and if warranted complete the Prospect Wells and pay all Organizational Costs, relating thereto, all for the Turnkey Price.

Any costs associated with the Working Interests over and above the Turnkey Price will be the responsibility of National. See “ADDITIONAL ASSESSMENTS AND FINANCING OF ADDITIONAL VENTURE ACTIVITIES,” “PROPOSED ACTIVITIES,” “COMPENSATION AND REIMBURSEMENT,” and “DEFINITIONS.”

The Prospect Wells.

The Prospect Wells will consist of up to three new wells to be drilled (the “Prospect Wells”) and located in Walthall County, Mississippi and, if successful, the production of hydrocarbons therefrom. The business plan of the Venture is to engage in the drilling, testing, and potential completion of the three new Wellbores. National Oil Projects, LLC, a Mississippi limited liability company (“National”), will serve as the initial Managing Venturer of the Joint Venture (the “Managing Venturer”). The Venture will acquire its interests in the Wells from Pistol Ridge Partners, LLC an affiliated company of National and Pistol Ridge intends to make a profit from such sale.

The Prospect Wells are being drilled in a location that offsets several wells that have been commercially successful in the past. The Prospect Wells will be drilled as an offset to prior production wells that were or are commercially successful and located in the Dexter Field:

1) Prospect #1: 40 acres: The SW 1/4 of the SE 1/4 of Section 34, Township 2 North, Range 12 East, Walthall County, MS.

2) Prospect #2: 40 acres: The NE 1/4 of the NE 1/4 of Section 3, Township 1 North, Range 12 East, Walthall County, MS.

3) Prospect #3: 40 acres: The SE 1/4 of the NE 1/4 of Section 3, Township 1 North, Range 12 East, Walthall County, MS.

The wells are anticipated to be oil rather than natural gas wells. Our plan is to control postproduction operations to safeguard our interest in the wells once we purchased them. Pistol Ridge Partners LLC, an affiliate of National that is owned by Nash Evans father LaVon Evans.

A Venturer's investment in the Prospect Wells entitles said Venturer to a proportionate share in the Venture net proceeds, if any, from the sale of Products which are produced from the Wellbores of the Prospect Wells out of the objective geological formation, or any other formations or zones produced from said Wellbore if the Venturer votes and pays to complete additional zones within the Wellbore.

The Geological Report and Maps ("Geologic Data") which may accompany this Memorandum describe certain history of the area in which the Prospect Wells are to be attempted as well as other information obtained from various governmental and private authorities. All potential Venturers should carefully review the Geological Data and above-described information. National believes that prior success in drilling in a particular geological formation is a significant factor in assessing the likelihood of success in further drilling; however, there can be no assurance that any drilling project, including the one described herein, will be successful. All projections, estimates and pro forma financial data contained in the Memorandum, or any accompanying materials are based upon certain assumptions. All potential Venturers are cautioned that assumptions, by their very nature, involve guesswork and that actual results, if any, can and do vary substantially, both negatively and positively, from those assumed or projected. There can be no assurance that the drilling and completion of the Prospect Wells will not result in one or more Dry Holes and all potential Venturers must understand that they could lose a portion or all of their investment and that National cannot and does not guarantee any Venturer a return of or on the Venturer's investment herein.

The Managing Venturer has, based on currently available geological and geophysical information, selected the three well locations for their potential. Prior to the commencement of drilling activities on these Prospect Wells, however, the Managing Venturer may review additional geological and geophysical data from other potential acreage/wells within the prospect area and if superior, substitute one of the current Wells to such other well.

Venture's Participation in Costs and Revenues in the Prospect.

The Venture, upon full funding, intends to acquire up to a seventy five percent (75%) Working Interest (a fifty-six and one quarter percent (56.25%) net revenue interest) in up to three (3) hydrocarbon Wellbores. The Prospect Wells will be subject to a twenty five percent (25%) Royalty Interest held by the landowner. The Venture will be allocated up to a seventy five percent (75%) of the well operating expenses for the Wells. The Venturers will be allocated seventy five percent (75%) of all items of net revenue allocable to the Venture for the Prospect Wells, if successful. Once the Prospect Wells are in production the Operator of the Wells and various other industry partners will have the remaining twenty five percent (25%) working interests in the Prospect Wells. The following charts shows the Landowner Royalty Interest, Operator Working Interests, the

Venture Working Interests ("WI") and Net Revenue Interests to be acquired or retained, assuming full capitalization and the Venture's acquisition of its interest in the three Prospect Wells.

WELL INTEREST ALLOCATIONS (75% Lease) (approximate)			
	RI	**WI**	**NRI**
Royalty Interests	25.0	0.0%	25.0%
The Venture		75.0%	56.25%
Pistol Ridge Partners, LLC, and/or other industry participants		25.0%	18.75%
TOTALS	25.0%	100.0%	100.0%

Other Venture Operations. In the event that the Venture should determine that additional Venture activities are not justified, the Managing Venturer will use its best efforts to dispose of the Venture's interest in the Prospect Wells on the best terms available for the benefit of the Venture, subject to appropriate Venturer's vote.

Farmout of Prospect Wells by the Venture. Although the Venture does not presently intend to Farmout the Prospect Wells, it has the authority to do so. The Venture may Farmout portions of the Prospect Wells if the Venturers determine that the best interest of the Venture would be served. If the Venture determines to Farmout a leasehold interest, the Venture will make every effort to retain such economic interest and concessions that are consistent with industry practice.

Dealings Among Related Parties. The Venture may participate (however, it is not presently anticipated that it will do so) in joint drilling ventures and Farmouts with other partnerships or joint ventures sponsored by the Managing Venturer or its Affiliates. There will be no loans between this Venture and any other entities controlled by the Managing Venturer or its Affiliates.

Title to Venture Properties. Title to the Venture's interest in the Prospect Wells will be held in the name of the Venture, except that title to such properties may be held temporarily in the names of nominees (including the Managing Venturer or an Affiliate) in order to facilitate the acquisition of such properties by the Venture and for other valid purposes. The Managing Venturer will use its best efforts to have the appropriate title to its working interests transferred to the Venture upon successful drilling and completion of the Prospect Wells. The Managing Venturer does not guarantee legal title to the Prospect Wells but may obtain an attorney's title opinion with respect to the drill site on the Prospect Wells prior to the commencement of any activities.

It will be the policy of the Managing Venturer that title documents relating to the Venture's interest in the Prospect Wells will be recorded in the required office of the appropriate governmental agency or authority in the name of the Venture. All files of the Managing Venturer will indicate that such interest is held in the name of the Venture. If the Managing Venturer, Affiliate or other nominee holds Venture properties in its own name, such properties, in the event of such holder's insolvency, might be subject to the claims of creditors of such holder who did not have actual notice of the existence of the Venture and of the interest of the Venture in such properties.

Operating Agreement. The Venture intends to enter into an Operating Agreement pursuant to which Pistol Ridge Partners, LLC will be appointed the Operator, and will be responsible for conducting Operations on the Prospect Wells, overseeing production, employing field personnel, keeping production records, and other related matters.

Marketing of Production. The Operator will market the oil and/or gas production, if any, of the Prospect Wells and thus the production allocated to the Venture. On behalf of the Venture, the Managing Venturer may execute contracts for the sale of oil, gas or other hydrocarbons. See "COMPETITION, MARKETS AND REGULATION."

Distribution of Revenues. Subject to a contrary Vote, net Venture revenues which, in the sole judgment of the Managing Venturer, are not required to meet obligations of the Venture, or held for working capital reserves, shall be distributed as often as practicable to the Venturers.

Insurance. National expects that it will maintain (although it will not be required to maintain) various types of insurance coverage in such amounts as it deems appropriate, which may include a minimum of Five Million and 00/100 Dollars ($5,000,000) coverage pursuant to an umbrella liability policy ($5,000,000 total / $1,000,000 per incident) that National maintains for the Venture and that names each Prospect Wells drilled and/or completed by National. The Operator may, although it is not required to, carry fire, lightning or explosion insurance for the benefit of the Venture. Also, although it is proposed that the Operator will set surface casing below the level of all known producing fresh water zones, it will secure insurance to protect the Venture in the event that salt water produced from the well contaminates existing fresh water zones or reservoirs.

If any of the aforementioned events should occur, and the Venture has not obtained adequate insurance for such event, and the Venture is held liable for any resulting loss, it would reduce the cash available from the Venture for distributions and might severely adversely affect the Venture, including but not limited to, loss of all Venture assets, and the Venturers would be jointly and severally liable for the full extent of such loss without limitation.

Services. The Managing Venturer and Affiliates will provide technical services and perform such acts, employ such persons, and execute such agreements as may be necessary or in its judgment, appropriate, in order to contract for the drilling, testing and, if appropriate, completion of the Prospect Wells and provide for production facilities. The Operator will be responsible to the Venture for the Operation of the Prospect Wells. The Managing Venturer will pay and collect all monies the Venture is obligated to pay and collect. The Managing Venturer presently intends that all drilling services for the Venture will be carried out by the Operator or unaffiliated independent sub-contractors.

Venturer's Authority to Replace National. Notwithstanding the initial appointment of National as Managing Venturer, the Joint Venture Agreement provides that the management of the Operations and other business of the Venture shall be the responsibility of the Venturers. The Venturers, by a Vote of fifty one percent (51%) in interest, have the absolute authority to replace National or any other acting Managing Venturer at any time (other than retroactively).

All proposed Venturers are required to acknowledge, warrant and represent that they possess the business experience to select appropriate replacement Managing Venturers, that the Venturers are not relying on the managerial efforts or unique entrepreneurial abilities of National for the success of the Venture and that their own experience and knowledge enable them to effectively exercise the managerial power and authority conferred upon them by the Joint Venture Agreement.

In addition, such qualifications are required as a prerequisite to becoming a Venturer as described herein. Additionally, the Joint Venture has the authority per the terms of the Joint Operating Agreement to

vote with other working interest owners to remove Pistol Ridge Partners, LLC as the Operator. National will then use its best efforts to assist the Venturers in the selection of an appropriate replacement Operator.

SOURCE AND APPLICATION OF PROCEEDS

Upon closing of the Capitalization Period, the Venturer's contributions will be up to $10,125,000. The Managing Venturer will receive a one percent (1%) interest for its contribution to the Venture. National's contribution may be in the form of cash, or the equivalent value in services rendered, tangible personal property or real property. The following table reflect anticipated applications of Venture funds assuming all Units are subscribed, excluding Additional Assessments.

Upon closing of the Capitalization Period the Venturers' contributions will be a maximum of $10,125,000, which amount excludes, the Managing Venturer's contribution of one percent (1%) of all Initial Venture Capital actually received by the Venture. The following table reflects anticipated sources of Venture capital contributions.

USE OF PROCEEDS (Maximum Subscription Amount)

Turnkey Price (2)	$10,125,000
Organization Costs (2)	0
TOTAL	**$10,125,000**

(1) Assumes all Units are subscribed. If less than all the Units are subscribed for the above amounts will be proportionately reduced.
(2) These costs are included in the Turnkey Price.

PARTICIPATION IN COSTS AND REVENUES WITHIN VENTURE

Interest of Venturers. The interest of a Venturer in the Joint Venture partnership as it relates to Initial Operations will be the proportion which such Venturer's Unit(s) bears to the total Units of all Venturers in the Venture minus the one percent (1%) interest in the Joint Venture partnership held by the Managing Venturer. The fraction thus attained will represent the fractional interest of each such Venturer in the costs and revenues, if any, of the Venture attributable to the Venturers relating to Initial Operations, which is ninety nine percent (99%) of the costs and of the revenues of the Venture. The Managing Venturer and/or its Affiliates, to the extent they acquire Units, will share in Venture costs and revenues in the same manner as any other Venturer.

All revenues and customary expenses of Operations and production incurred by the Venture in connection with the production and marketing of any oil and/or gas found by the Venture will be allocated ninety nine percent (99%) to the Venturers and one percent (1%) to the Managing Venturer.

COMPENSATION AND REIMBURSEMENT

In the event the Venture is fully capitalized and commences Initial Operations, the Managing Venturer will receive certain consideration and reimbursement, both directly and indirectly, for serving as Managing Venturer of the Venture.

Monthly Reimbursement to Managing Venturer. If the well is successful and produces sufficient hydrocarbons National shall receive, on a monthly basis, an administrative fee of $2,500 per

month from the Venture for its General and Administrative Expenses allocable to the Venture (including office rent, utilities, geological, engineering, accounting, legal, secretarial, telephone, salaries, and other incidental expenses).

One-Time Management Fee from Turnkey Contracts. National intends to make a "profit" from being the Turnkey Contractor for the Prospect Wells however its actual costs for drilling and completing the Prospect Wells are unknown as of the date of this Memorandum as the Wells have yet to be drilled or completed. Therefore, whether the amount of revenue National receives, as Turnkey Contractor, from the Turnkey Contract will exceed its actual expenses is currently unknown. Going forward, National recognizes that in light of the uncertainties inherent in oil and gas operations, its contractual requirements could result in National's costs exceeding the revenue received from any turnkey contract.

Costs to be expended under the terms of the Turnkey Contract are a direct result of the drilling and completion risks encountered. During the drilling process and completion operations, a variety of conditions may be encountered, such as loss of circulation, blow-outs, detachment and/or loss of drilling equipment, necessity for the purchase and installation of down-hole equipment to keep the wellbore intact, and repair of inadequate cement to hold production casing in place. As such costs are unpredictable with any degree of certainty, in the unlikely event of totally uneventful operations, compensation payable pursuant to the Turnkey Contractor could be substantial.

National cannot reasonably predict the amount of "profit", if any, it will receive under the Turnkey Contract. However, National anticipates that it will receive a profit and to the extent National receives a profit, that profit could be significant. Likewise, in the unlikely event that a series of major difficulties are encountered, these costs could equal or exceed the amount of Initial Venture Capital, and National would be individually responsible for such excess costs. National, as a cash-based business, classifies all the funds it receives under the terms of the Turnkey Contract as general revenues. In consideration for the Turnkey Contract, National will be paid up to one hundred percent (100%) ($10,125,000 if all three Wells are drilled and completed) of the Turnkey Price. Subject to the terms of the Turnkey Contract, National will be responsible for all costs in excess of the Turnkey Price and such additional costs could be substantial. The payments made by the Venture towards the Venture's Turnkey Contract obligation to National will cease to be and shall no longer be considered Venture funds when received by National. All Turnkey Contract payments made to National by the Venture will be taken in by National as general revenues or operating capital and may be spent by National for any and all expenses of National including expenses not related to the Venture. National may use current and future revenues from other turnkey contracts from other joint ventures to perform its obligations under the terms of the Turnkey Contract to the Venture.

Transfer of Units. The Joint Venture Agreement provides for a right of first refusal to the Managing Venturer and the Venturers regarding the sale of Units by a Venturer. If the income received from any such Unit purchased by the Managing Venturer or the price received by the Managing Venturer on subsequent resale exceeds the price paid, such excess may be considered to be additional compensation to the Managing Venturer. For a more detailed description of these rights and obligations, see the Joint Venture Agreement annexed hereto.

Withdrawal Due to Assessments. To the extent that the Managing Venturer advances a Non-Consenting Venturer's Assessment and succeeds to the abandoned interest, or advances a non-paying Venturer's Assessment, such amount may be deemed to be additional compensation to the Managing Venturer.

MANAGEMENT

The management of the Operations and other business of the Venture shall be the responsibility of all of the Venturers. The Venturers, acting by a Vote of fifty one percent (51%) in interest, may from time to time designate one or more of the Venturers to act as the managing joint venturer (the "Managing Venturer") of the Venture, for a specified period. The Joint Venture Partnership Agreement provides for the appointment of National as initial Managing Venturer. All decisions concerning the day-to-day affairs and the Operations of the Venture by the Managing Venturer, during the period so designated, shall be binding upon each of the Venturers and the Venture.

National, the Managing Venturer, was organized under the laws of the State of Mississippi in October 2023. The services which National will provide to the Venture in connection with its operations may be supplied by National to other partnerships, joint ventures or entities with which National may participate in connection with oil and gas exploration, development and production activities.

The Managing Venturer may rely upon the services and advice of consultants who are available to the Managing Venturer on a per-day or hourly basis. The Managing Venturer may employ such geologists and engineers on a consulting basis in the area in which the Prospect Wells are located in order to have available the benefit of their specific knowledge of the area.

Officers and Key Personnel of the Company.

Nash H. Evans, 34, Chief Executive Officer and Manager of National Oil Projects, LLC since October 2023 evaluates, oversees and manages the oil and gas assets of the company. Since April of 2020 Mr. National is also president of S. Lavon National Jr. Realty, LLC where he also manages the real property assets of the realty company from acquisition to the production of income.

Mr. Nash holds a Bachelor of Business Administration degree from the University of Mississippi.

S. Lavon Evans, Jr., 63, for over ten (10) years Mr. Lavon Evans has owned and operated a number of family businesses, most of which are involved in the oil and gas industry. Mr. Evans estimates that since he began in the oil business over forty (40) years ago, he has drilled approximately six hundred fifty (650) hydrocarbon wells. He is currently the principal owner and operator of Pistol Ridge Partners, LLC, S. Lavon Evans Jr. Realty, LLC, S. Lavon Evans Jr. Inc., S. Lavon Evans Jr. Company, Inc., E&D Services, Inc., and Wausau Development Corporation. Mr. Lavon Evans is the father of Nash Evans.

Brian D. Bunnell, 47, Since November 2004 Mr. Bunnell has managed the corporate offices of the National family enterprises including those of the Company. Mr. Bunnell is primarily responsible for the billing and operations of the Lavon family owned or operated oil and gas wells. Mr. Bunnell holds a Bachelor of Science Business Administration degree from Southern Mississippi University.

Operator.

Pistol Ridge Partners, LLC an Affiliate of National will be the Operator of the Wells (the "Operator"). The Operator and its management have operated and managed over six hundred fifty (650) wells.

Principal Owners of National. As of the date of this Memorandum, Mr. Lavon Evans, the father of Nash Evans, CEO and manager of the Managing Venturer owns the majority of the issued and outstanding membership interests of National Oil Projects LLC.

Financial Statements. As the Joint Venture is a new entity and has not yet engaged in material operations there are no current financial statements available.

PRIOR ACTIVITIES

The Dexter 3-Peat Joint Venture is the third hydrocarbon project Offering attempted by National. National and its Affiliates have been involved in numerous prior industry oil and gas partnerships. However, this Offering will be National's first Regulation D Rule 506(c) joint venture partnership. You should not assume that Venturers in this Venture will have either success or failure comparable to that experienced by venturers in any other joint ventures previously sponsored by National or one of its Affiliates. Each oil and gas well has unique characteristics, and National believes that a Venturer cannot predict future performance of any particular well based upon the performance of a prior well, even if the prior well was drilled in the same area. National further believes that rates of return and/or production, or lack thereof, related to prior wells drilled or any drilling and completion projects in the same area are not material and should not be relied upon as they are not indicative of the future performance of this Venture. It should also be noted that all oil and gas wells' production declines over time, some more quickly and drastically than others. For several reasons, including the unpredictability of oil and gas pricing and development and differences in program structure, property location, program size and economic conditions, operating results obtained by any prior driller should not be considered as indicative of the potential operating results obtainable by this Venture.

Initial production is not a reliable indicator of future sustained production. Oil and gas production from a strong producing well may suddenly stop without any warning and without any explanation. Likewise, oil and gas wells are notoriously maintenance intensive, and production may be interrupted due to mechanical failure. Despite our best efforts to mitigate the risk, an oil and gas well may "water cone" which happens when surrounding water pushes the oil/water barrier away from the perforations in the wellbore, effectively eliminating production.

Oil and gas production is highly variable and therefore any descriptions of production volume below are for informational purposes only and should not be considered a forecast of consistent production for that given project.

INDEMNIFICATION

The Venture has agreed to defend and hold the Managing Venturer harmless and to indemnify it, under certain circumstances, with respect to suits or proceedings (including appeals) to which the Managing Venturer may be a party or witness or threatened to be made a party or witness, and any inquiry or investigation that could lead to such an action, suit or proceeding, by reason of the fact that it is, or was, the Managing Venturer of the Venture. Under such indemnification provisions, the Venture has agreed to pay the Managing Venturer's expenses, including attorneys' fees and judgments or amounts paid in settlement. See Article X of the Joint Venture Agreement attached hereto.

The Joint Venture Agreement also provides that each Venturer shall indemnify, defend and hold harmless the Venture and all other Venturers (including National as the Managing Venturer), up to the amount of his or her capital contributions, in certain circumstances from and against any loss, claim, cause of action, item of damages, expense and cost (including attorneys' fees and court costs) arising directly or indirectly out of any act of such Venturer that is inconsistent with the delegated rights and authority of the Managing Venturer of the Venture.

CHANGE OF MANAGING VENTURER

The Joint Venture Agreement provides a method by which seventy five percent (75%) in interest of all the Venturers may remove the Managing Venturer and substitute a new Managing Venturer to operate and carry on the day-to-day business of the Venture.

CONFLICTS OF INTEREST

The Managing Venturer will have the authority to purchase properties for the Venture for exploration and development purposes, including the authority to purchase properties for the Venture from National or its Affiliates in their individual capacities. The Managing Venturer will be permitted to purchase oil and gas properties for its own account regardless of what business, if any, is conducted by the Venture. Since the control of the Venture expenditures is at the discretion of the Managing Venturer at all times during the term of its office as Managing Venturer, conflicts of interest may arise.

The Venture is expected to enter into a Turnkey Contract with National, in its individual capacity, concerning the drilling, testing and if appropriate completion in one potentially productive zone for each of the Prospect Wells (and certain other services) for the Turnkey Contract Price. Pursuant to such contract, National will be entitled to any amounts representing the differences, if any, between the Turnkey Price and the actual costs to National of the services it is obligated to perform pursuant to such Turnkey Contract. Neither the Turnkey Contract nor the Turnkey Price have been the subject of arm's-length negotiations, although the Managing Venturer believes the Turnkey Price allocable to drilling, testing and completing the Prospect Wells are at or competitive with rates charged by third parties for similar Well in the locality.

If, after the Venture acquires the interests in the Prospect Wells, the Venture later determines that one or more of the Prospect Wells is unsuitable for oil and gas operation because of, among other things, lack of funds or high risks involved, or if the Prospect site has been downgraded by events occurring after the assignment to the Venture to the point that drilling would no longer be desirable, or if the Venture's determines that the best interest would otherwise be served, they may Farmout the Prospect or sell or otherwise dispose of the Venture's interest therein. The decision with respect to making a Farmout and the terms of a Farmout may involve conflicts of interest, as the Managing Venturer may benefit from cost savings and reduction of risk. The Operator, Pistol Ridge Partners, LLC is an Affiliate of National and therefore National has the ability to control the actions of the Operator.

Most of the areas of conflict of interest, which are described above, are common to many oil and gas drilling programs. The terms of the Joint Venture Partnership Agreement are intended to ameliorate the conflicts of interest inherent in such a situation to the extent practicable, taking into consideration the uncertainties involved in attempting to determine in advance the location of the well to be drilled by the Venture, the progress of drilling and other exploratory activity in the area of the Prospect Wells and the outcome of exploration operations. In connection with establishing the terms of loans or advances to the Venture, commercial banks may consider cash balances of the Venture that are not required for the conduct of Venture business operations. To the extent the terms of such loans may be affected by the Venture's deposits, the Managing Venturer may have an incentive to maintain a larger portion of the Venture assets in the form of cash balances than would otherwise be necessary.

The Ongley Law Firm, PLLC serves as the Joint Venture's counsel, and also acts as counsel to the Managing Venturer, and certain Affiliates of the Managing Venturer (collectively, the “Venture Entities”) in connection with the formation of the Venture, the offering of the Units herein, and certain other matters for which it is specifically engaged. The Ongley Law Firm disclaims any obligation to verify the Venture Entities' compliance with their obligations under either applicable law or the governing documents of the

Joint Venture. In acting as counsel to the Venture Entities, The Ongley Law Firm has not represented and will not represent any of the individual venturers. No independent counsel has been retained to represent the individual venturers. Accordingly, potential investors have not had the benefit of independent counsel in the structuring of the Venture or determination of the relative interests, rights, and obligations of the Managing Venturer and the individual. In assisting in the preparation of this Memorandum, The Ongley Law Firm has relied on information provided by the Venture Entities and certain other service providers of the Managing Venturer without verification and does not express a view as to whether such information is accurate or complete. The Ongley Law Firm is under no obligation to update or provide additional information to investors or potential investors after the date of this Memorandum. As the Venture and National are represented by the same legal counsel and such dual representation may be a conflict of interest, such conflict of interest has been waived by the Venture and National.

DEFINITIONS

Certain terms as used herein have special meanings that are set forth below and other terms of general use in the industry are also defined below for your reference.

"ADDITIONAL ASSESSMENTS" shall mean assessments of the Venturers requested by the Venture to fund Subsequent Operations.

"AFFILIATE" with respect to the Managing Venturer shall mean (i) any person or entity directly or indirectly owning, controlling or holding, with power to vote, ten percent (10%) or more of the outstanding voting securities of the Managing Venturer; (ii) any entity, ten percent (10%) or more of which outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by the Managing Venturer; (iii) any person or entity directly or indirectly controlling, controlled by or under common control of the Managing Venturer; (iv) any officer, director or partner of the Managing Venturer; and (v) if the Managing Venturer is an officer, director, or partner, any company for which the Managing Venturer acts in any such capacity. For purposes of this Memorandum and accompanying documentation, any partnership of which National is a general partner, or any joint venture in which National is a venturer, is an Affiliate.

"CAPITALIZATION PERIOD" shall mean the period of time during which Venturers shall be accepted up to and including March 15, 2025, unless extended by the Managing Venturer for a period of not more than one hundred twenty (120) days; provided, however, that the Managing Venturer, in its sole and absolute discretion, may terminate the Capitalization Period at any time prior to such date.

"CODE" shall mean the Internal Revenue Code of 1986, as from time to time amended, and any federal legislation that may be substituted there for.

"COMPLETION" of a well is an indefinite term. In the context of the Venture, Completion shall mean the completion of a drilled well by cleaning out of a well after reaching a specified depth, and/or conducting those processes or operations which the Managing Venturer decides to employ in a good faith effort to make a Prospect Well capable of producing oil and/or gas in commercial quantities in one potentially productive zone or formation or determines that it will not produce oil and/or gas in commercial quantities.

"DRY HOLE" shall mean a well that the Managing Venturer or the Venturers by Vote determine one or more of the Prospect Wells is not capable of producing oil and/or gas in commercial quantities. A well may qualify as a dry hole either before or after Completion.

"EXPENSES AND COSTS" shall mean all of the costs and expenses of the Venture, including but not limited to the following, each of which shall have the special meaning set forth opposite each such term:

(a) "ORGANIZATIONAL COSTS" shall mean the aggregate of (i) expenses for printing and mailing material used in connection with the applications for participation in the Venture and/or collection of assessments; (ii) allocable salaries and expenses of employees of the Managing Venturer assisting with the organization and formation of the Venture and/or the Initial Capitalization and/or collection of assessments; (iii) charges of depositories in connection with the Units; (iv) attorneys' and accountants' fees in connection with the organization and formation of the Venture and the preparation of this Memorandum and/or the collection of assessments; (v) "General and Administrative Expenses" of the Managing Venturer during the Capitalization Period; and (vi) any and all other expenses incurred by the Venture or the Managing Venturer in connection with the formation of the Venture, the applications for participation in the Venture, and the collection of assessments, if any.

(b) "OPERATING EXPENSES" shall mean the customary expenses of operations of oil and/or gas well, and producing and marketing the oil and/or gas there from, including but not limited to the costs of maintaining or similar expenses relating to any well, but excluding drilling or completion costs or the depletion, depreciation or amortization thereon, or the expenses for recompletion in or deepening to another potentially productive zone.

(c) "GENERAL AND ADMINISTRATIVE EXPENSES" shall mean all customary and routine legal, accounting, geological, engineering, travel, office rent, telephone, compensation to officers and employees, and other incidental expenses of the Managing Venturer necessary to the conduct of Venture Operations.

"FARMOUT" shall mean an agreement whereby the Venture would agree to assign its interest in a specific leasehold or working interest owned by it to other parties while retaining some part of its original interest (such as an overriding royalty interest, oil and/or gas payment, offset acreage, or other type of interest) subject to the drilling of one or more specified Well or other performance by the other parties as a condition of the assignment.

"INITIAL OPERATIONS" means any Joint Venture activity commenced in connection with the acquisition of the Venture's interest in the Lease and the drilling of the Prospect Wells and the production of oil and/or gas there from, if any. The term "INITIAL OPERATIONS", however, does not include deepening, plugging back, side tracking, or any activities to complete the well in more than one zone, the installation of any pumping equipment all of which are covered by "Special Assessments".

"INITIAL PRODUCTION" or "I.P." shall mean the early production of an oil or gas well, recorded after the recovery of oil or other fluids used to fracture and stimulate the target formation have been completed, used as a potential indicator of the maximum ability of a well to produce upon completion, without subsequent reservoir damage; provided, however, that, historically, the actual sustained production of oil or gas realized from a well is usually less, on an ongoing basis, than Initial Production; and, provided, further, that there can be no assurance that the actual production to be realized from a well on an ongoing basis following the conclusion of all completion activities with respect thereto will be equal to Initial Production.

"INITIAL VENTURE CAPITAL" shall mean the total capital contribution to the Venture actually paid by the Managing Venturer and the Venturers with respect to the acquisition of Units or interests in the Venture, including completion, but excluding Additional Assessments.

"JOINT VENTURE PARTNERSHIP AGREEMENT" or "AGREEMENT" shall mean the Joint Venture Partnership Agreement between National as the Managing Venturer, and the Venturers, pursuant to which the Venture has been formed, a copy of which is attached hereto, together with all amendments thereto.

"LANDOWNER'S ROYALTY INTEREST" shall mean an interest in production or the proceeds there from, to be received free and clear of all costs of drilling, testing, completion, development, operation, or maintenance, reserved by a landowner upon the creation of an oil and gas lease.

"LEASE" shall mean the oil, gas or mineral leases representing up to a seventy five percent (75%) of the Working Interest in the three Prospect Wells.

"MANAGING VENTURER" shall refer to National Oil Projects LLC (or its successor or replacement) when acting in the capacity of the Managing Venturer of the Venture.

"MINIMUM SUBSCRIPTION AMOUNT" shall mean the sale and acceptance by the Managing Venturer of one (1) Unit in the amount of $135,000.

"NET PROCEEDS" shall mean Proceeds reduced by the Venture's adjusted basis in such oil and gas property for capital accounts, as determined under Section 8.2.2 of the Joint Venture Agreement.

"OPERATIONS" shall mean any Joint Venture activity related to (i) acquiring a seventy five percent (75%) of the Working Interest in the three Prospect Wells; (ii) drilling the Prospect Wells; (iii) completing, equipping, drilling , capping or plugging the Prospect Wells; and (iv) conducting any activity incident to the foregoing as may be deemed necessary by the Venturers in furtherance of a Joint Venture purpose.

"OPERATOR" shall mean Pistol River Partners, LLC

"OVERRIDING ROYALTY INTEREST" shall mean an interest in the oil and gas produced pursuant to a specified oil and gas lease or leases, or the proceeds from the sale thereof, carved out of the Working Interests granted by the landowners in said lease(s), to be received free and clear of all costs of drilling, testing and completion, development, operations or maintenance.

"PROCEEDS" shall mean the amount realized by the Venture on the disposition of oil and/or gas.

"PRODUCTION DECLINE" shall mean the characteristic of Well in most formations, similar to certain Well in other parts of the country, to decline over time in production from a variety of factors, some of which may be corrected or ameliorated. Over the effective producing life of a given well, production levels are expected to decline in accordance with published industry data.

"PROPORTIONATE SHARE" with respect to the Venturers shall mean that share described in Article VIII of the Joint Venture Agreement.

"PROSPECT" or "PROSPECTS" shall mean the oil, gas and mineral leasehold estate or estates, or undivided interest therein, and other contract rights and interests in oil, gas and minerals on which the drill sites or new Wellbores are proposed to be acquired pursuant to an assignment of the Lease. Nothing herein shall prevent another venture or other entity organized by the Managing Venturer or any of its Affiliates from acquiring a prospect which, subsequent to such acquisition, is determined to be in the same geological reservoir as any Prospect owned by the Venture.

"PROSPECT WELLS" shall mean the three Wells proposed to be drilled and, if appropriate, completed as a part of Initial Operations as described in this Memorandum.

"SPECIAL ASSESSMENTS" shall mean those assessments for the cost of the following:

(i) deepening a Wellbore;
(ii) sidetracking a Wellbore if conditions or situations are encountered which render further drilling or completion impractical or permits Operator to abandon the well;
(iii) plugging back a Wellbore and attempt completion in a different zone;
(iv) conducting any activity for the purpose of enhancing production;
(v) install tubing with increased production capacity;
(vi) installing pumping equipment;
(vii) installing pipelines;
(viii) installing any type of gas treatment facilities or production facilities; and
(ix) completing any zones in addition to the first completion.

"SUBSEQUENT OPERATIONS" shall mean activities not part of Initial Operations or activities covered by Special Assessments that the Venture deems necessary to develop the Prospect Wells.

"SUBSTITUTE VENTURER" shall mean any person not previously a Venturer who purchases Units from a Venturer in accordance with the terms of the Joint Venture Agreement. All Venturers shall have the status of general partners. After admission, all Substitute Venturers shall have all of the rights of a Venturer.

"TBOC" or "TBOC" means the Texas Business Organizations Code, as from time to time amended.

"TURNKEY DRILLING CONTRACT" shall mean the agreement to be entered into by and between National, in its individual capacity, and the Venture providing for the obligation of National to bear the costs of drilling, testing and completion in one zone each of the Prospect Wells at a fixed or Turnkey Price.

"TURNKEY PRICE" shall mean the amount to be paid by the Venture to National to perform the Turnkey Contract.

"UNITS" shall mean interests in the Joint Venture authorized under the Joint Venture Agreement and allocated to the Venturers as shown on the books and records of the Venture.

"VENTURE" shall mean this Joint Venture formed under the laws of the State of Texas and governed by the Joint Venture Agreement and the TBOC.

"VENTURERS" shall mean all persons or entities which are a party to the Joint Venture Agreement and who participate in Units and are accepted as Venturers pursuant to the Joint Venture Agreement. The term "Venturer" shall mean any of the Venturers and includes the Managing Venturer unless the context requires otherwise.

"VENTURERS' INITIAL CAPITAL" shall mean the total capital contribution to the Venture actually paid by the Venturers but excluding Additional Assessments.

"VOTE" refers to the right of the Venturers, subject to all limitations set forth in the Joint Venture Agreement, to decide any matter that may be submitted for decision by the Venturers in accordance with the express written terms of the Joint Venture Agreement or under provisions of the TBOC. Each Venturer,

including the Managing Venturer, shall be entitled to cast one vote for every Unit held of record by him (her) on the date when notice is given for a matter to be voted upon. Except as otherwise expressly provided in the Joint Venture Agreement, a Vote of the Venturers owning fifty one percent (51%) of the Units shall be sufficient to pass and approve any matter submitted to a Vote.

"WELLBORE" and "WELLBORE ONLY" shall mean the hole drilled by the bit (borehole) and not an interest in the mineral leases upon which the Wellbore is located. The Venture will acquire its working interest in each Wellbore of the Prospect Wells.

"WORKING INTEREST" shall mean the interest in the oil and gas leasehold estates (the Prospect Wells) which is subject to some portion of the expense of drilling, testing and completing, operation, or maintenance.

TAX ASPECTS

The full implications of the U.S. federal, state and local laws that may affect the tax consequences of participating in the Venture are too complex and numerous to describe in this Memorandum. Therefore, each prospective Venturer is urged to satisfy himself or herself as to the U.S. federal, state and local income and other tax consequences of participating in the Venture by obtaining advice from his or her own tax counsel, particularly with respect to any tax proposals that may at some future date be enacted into law.

The discussion below is a general description of some of the material U.S. federal income tax aspects of participation in the Venture described herein. The discussion is directed primarily toward individual taxpayers that are citizens or residents of the United States. **PERSONS WHO ARE NOT UNITED STATES CITIZENS OR RESIDENTS, TAX-EXEMPT ENTITIES, CORPORATE ENTITIES IN GENERAL AND CORPORATE ENTITIES THAT ARE SUBJECT TO SPECIALIZED RULES, (e.g., S CORPORATIONS OR INSURANCE COMPANIES), AND TRUSTS ARE URGED TO CONSULT THEIR TAX ADVISORS BEFORE PARTICIPATING IN THE VENTURE.**

Some of the federal income tax aspects applicable to this Venture are unsettled and not free from doubt. Moreover, in determining the deductibility of certain expenditures made by the Venture, there are many factual and legal questions involved, including but not limited to the proper characterization of income and expense, the reasonableness of amounts involved, the purpose of the expenditures and the period or periods to which the expenditures are properly attributable. Venturers should not read this summary as a prediction of a favorable outcome of the tax issues concerning which no favorable prediction is made.

The material tax benefits of participating in the Venture will be the deductions attributable to Intangible Costs, accelerated cost recovery on equipment and other tangible property, accelerated recovery of geological and geophysical costs if those costs are incurred and, if production is achieved, depletion. Assuming Venture Operations are conducted as proposed herein, the Managing Venturer believes that, in the aggregate, the material tax benefits contemplated in this Memorandum more likely than not will be realized by a Venturer as set forth below. Venturers, however, must not construe this statement as an indication that all tax benefits described in this summary will be realized. In addition, this conclusion concerning the realization of the material tax benefits is based on certain assumptions concerning the operation of the Venture, and certain expectations of the Managing Venturer, and is subject to the discussion below. Final disallowance of any deduction would adversely affect the Venturers. There can be no assurances that some of the deductions taken by the Venture will not be challenged and disallowed in whole or in part or permitted as deductions only in a subsequent taxable year of the Venture.

Prospective Venturers should be aware that the Venture may report tax losses from Operations. To the extent allowed, the deductions afforded in one year of the Venture could operate to defer to the year of sale or disposition, and not eliminate, a Venturer's overall federal income tax liability. Any gain from the sale or disposition of a Venture interest will be taxed at ordinary rates to the extent attributable to unrealized receivables (which term includes recapture of depreciation, depletion and Intangible Costs). Therefore, the tax benefit any particular prospective Venturer may derive from participating in the Venture will depend, in part, on the value of such a tax deferral to the Venturer.

This Memorandum is not intended or written to be used, and cannot be used, by any Venturer for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code. This Memorandum is written to support the promotion or marketing of the Venture. Each Venturer should seek advice based on the Venturer's particular circumstances from an independent tax advisor.

Tax Status of the Joint Venture. The Venture has not requested, and does not intend to request, a ruling from the Service that it will be treated as a partnership for U.S. federal income tax purposes. As set forth below, however, the Managing Venturer believes that for U.S. federal income tax purposes the Venture should be determined to be a partnership and not an association taxable as a corporation. Such treatment for federal income tax purposes depends on the Venture's organization as well as its actual operation.

Under the "check the box" regulations, Treasury Regulation § 301.7701-1 et seq., the Venture should be treated as a partnership for federal income tax purposes because (i) the Venture will be engaged in a trade or business and will divide the profits there from, thus it should be treated as a separate entity; (ii) pursuant to Treasury Regulation § 301.7701-2(a), the Venture should be treated as a business entity because it is not properly classified as a trust under Treasury Regulation § 301.7701-4; (iii) the Venture should not be considered to be a corporation as defined in Treasury Regulation § 301.7701-2(b); and (iv) the Venture does not intend to elect to be classified as an association pursuant to Treasury Regulation § 301.7701-3(a). Therefore, the Venture should be treated as a partnership under the "default rule" of Treasury Regulation § 301.7701-3(b)(1).

If, however, an election was made to treat the Venture as a corporation or the Service treated the Venture as such for any taxable year, the taxable income of the Venture for such year would be subject to federal income tax at the Venture level at corporate tax rates, the Venturers would be treated as shareholders, and distributions by the Venture, if and when made, would be taxable to the Venturers as dividends or otherwise treated as corporate distributions. In such event, there would be no flow through of items of Venture income, deduction, gain or loss to the Venturers, with the result that most of the tax benefits mentioned below would not be available to the Venturers.

If the Venture were treated as a partnership under the check-the-box regulations, there is nonetheless a risk that it could be treated as a so-called "publicly traded partnership" for U.S. federal income tax purposes that is treated as an association that is taxable as a corporation. A publicly traded partnership for U.S. federal income tax purposes is generally any partnerships whose interests are traded on an established securities market or are readily tradable on a secondary market or the substantial equivalent thereof. Interests in the Venture will not be traded on an established securities market, so the Venture should not be treated as a publicly traded partnership.

Treasury Regulations concerning the classification of partnerships as publicly traded partnerships provide that interests in a partnership are readily tradable on a secondary market or the substantial equivalent thereof if: (i) interests in the partnership are regularly quoted by any person, such as a broker or dealer, making a market in the interests; (ii) any person regularly makes available to the public (including

customers or subscribers) bid or offer quotes with respect to interests in the partnership and stands ready to effect buy or sell transactions at the quoted prices for itself or on behalf of others; (iii) the holder of an interest in the partnership has a readily available, regular, and ongoing opportunity to sell or exchange the interest through a public means of obtaining or providing information of offers to buy, sell, or exchange interests in the partnership; or (iv) prospective buyers and sellers otherwise have the opportunity to buy, sell, or exchange interests in the partnership in a time frame and with the regularity and continuity that is comparable to that described in (i)-(iii).

The regulations set forth certain transfers that will be disregarded in determining whether there is trading on a secondary market such as transfers at death, transfers between family members, distributions from a qualified retirement plan and block transfers, which are defined as transfers by a partner during any thirty (30) calendar day period of partnership interests representing more than two percent (2%) of the total interest in a partnership's capital or profits.

The regulations also provide certain safe harbors that permit certain transfers (other than disregarded transfers) of partnership or venture interests without creating a deemed secondary market or the substantial equivalent thereof. For example, one safe harbor provides that interests in a partnership or venture will not be considered tradable on a secondary market or the substantial equivalent thereof if the sum of the partnership or venture interests transferred during any taxable year of the partnership or venture, excluding certain disregarded transfers, does not exceed two percent (2%) of the total interest in the capital or profits of the partnership or venture. Another safe harbor provides that interests in a partnership or venture will not be treated as readily tradable on a secondary market or the substantial equivalent thereof if the partnership or venture has less than one hundred (100) partners or ventures at all times during the taxable year and the interests in the partnership or venture were issued in a transaction (or transactions) that was not required to be registered under the Securities Act of 1933. Yet another safe harbor deals with redemption and repurchase agreements. Failure to satisfy a safe harbor provision under the regulations, however, will not necessarily cause a partnership or venture to be treated as a publicly traded partnership if, taking into account all of the facts and circumstances, the investors are not readily able to buy, sell or exchange their interests in a manner that is comparable, economically, to trading on an established securities market.

No assurance or guarantee can be given that the Venture will satisfy one of the secondary market safe harbors or that the IRS will not successfully assert that the Venture should be classified as a publicly traded partnership. Subject to the "qualifying income" exception discussed below, if the Venture is classification as a publicly traded partnership, this would result in the Venture being taxable as a corporation.

If a partnership or venture were treated as a publicly traded partnership for U.S. federal income tax purposes, it would nonetheless remain taxable as a partnership if ninety percent (90%) or more of its gross income for each taxable year in which it was a publicly traded partnership consisted of "qualifying income." For this purpose, qualifying income generally includes, among other things, income and gains derived from the exploration, development, mining, production or marketing of oil and natural gas. If the Venture were classified as a publicly traded partnership but qualified for the qualifying income exception to corporate taxation, the passive activity loss limitations discussed below would be applied separately to each Venturer's allocable share of income and loss attributable to the Venture.

The Treasury Regulations set forth broad "anti-abuse" rules authorizing the IRS to recast transactions either to reflect the underlying economic arrangement or to prevent the circumvention of the intended purpose of any provision of the Code. The Managing Venturer is not aware of any fact or circumstance that could cause these rules to be applied to the Venture; however, if any of the transactions

described in this Memorandum were to be re-characterized under these rules, this may have material adverse tax consequences to you.

The following discussion assumes that the Venture will be treated as a partnership for federal income tax purposes.

Tax Consequences to the Venturers. While the Venture must file a U.S. federal income tax return, the Venture is not required to pay any federal income tax. Instead, each Venturer must report on his, her, or its federal income tax return and pay tax on his, her, or its allocable share (as determined by the Joint Venture Agreement) of income, gains, losses, deductions and credits of the Venture, irrespective of whether any cash distributions are made to the Venturers.

Intangible Costs. The Venture will allocate ninety nine percent (99%) of its Intangible Costs, if any, to the Venturers and one percent (1%) to the Managing Venturer. Assuming a proper election by the Venture and subject to the limitations on deductions, each Venturer should be entitled to currently deduct his or her share of the Intangible Costs that have been properly allocated to the Venturers under the Joint Venture Agreement assuming such costs are properly classified as Intangible Costs and are not non-deductible capital costs or some other costs that are not currently deductible. The Joint Venture Agreement obligates the Managing Venturer to cause the Venture to elect to currently deduct Intangible Costs. However, even if a proper election is made by the Venture to currently deduct Intangible Costs, each Venturer may elect to capitalize all or a portion of his or her share of Intangible Costs and amortize them on a straight-line basis over a sixty (60) month period beginning with the month the expenditure is made.

Integrated oil companies can expense only seventy percent (70%) of the Intangible Costs that otherwise qualify for current deduction, and the other thirty percent (30%) must be deducted in sixty (60) equal monthly installments. In order to qualify as an "independent producer" that is not subject to the Intangible Costs deduction limits that apply to integrated oil companies, a Venturer, either directly or through certain related parties, may not be involved in the refining of more than 75,000 barrels of oil (or an equivalent amount of gas) on any day during the taxable year or in the retail marketing of oil and gas products exceeding $5 million per year in the aggregate.

Depletion. Code section 611 allows as a deduction against income received from the oil or gas produced each year a reasonable allowance for depletion. The depletion deduction is the greater of percentage depletion at the applicable rate, if available, or cost depletion. Cost depletion allows the recovery of capitalized costs (such as lease bonus and other lease acquisition costs, legal fees and certain other capitalized, non-depreciable costs) of a producing property over its life by an annual deduction computed on the basis of the actual oil and gas sold each year in relation to estimated recoverable oil and gas. Percentage depletion, if applicable, is an annual statutory allowance equal to a percentage of the gross income from the depletable property (but in no event exceeding one hundred percent (100%) of the taxable income from the property before allowance for depletion) computed without regard to the costs associated with the property. Deductions resulting from percentage depletion can therefore exceed total costs associated with acquisition of the property. However, on sale of the property, the portion of the gain that represents depletion that reduced the basis of the property will be recaptured as ordinary income. The availability of percentage depletion, under the provisions of Code section 613A, is now largely dependent on the personal tax situation of each individual participant. **ACCORDINGLY, EACH PROSPECTIVE PARTICIPANT IS URGED TO CONSULT HIS OR HER PERSONAL TAX ADVISOR CONCERNING THE AVAILABILITY TO HIM OR HER OF PERCENTAGE DEPLETION.**

Except for certain natural gas production, percentage depletion is generally available only with respect to a limited amount of domestic crude oil or domestic natural gas production of each taxpayer, under the so-called "independent producer exemption." The first 1,000 barrels per day of a taxpayer's domestic

oil production or the first 6,000,000 cubic feet per day of a taxpayer's domestic gas production may qualify for the percentage depletion allowance under the “independent producer exemption.” The applicable rate of percentage depletion on oil and gas production under the “independent producer exemption” is in most cases fifteen percent (15%). The depletion deduction under the “independent producer exemption” may not exceed sixty five percent (65%) of the taxpayer's taxable income for the year, without regard to certain deductions and subject to a carry-over of the unused portion of the deduction.

The “independent producer exemption” is not available to a taxpayer (a) who refines more than 75,000 barrels of oil on any one day in a taxable year; or (b) who directly or through certain related persons sells oil or gas or any product derived there from (i) through a retail outlet operated by him or her or certain related persons, or (ii) to any person who occupies a retail outlet that is owned and controlled by the taxpayer or certain related persons, provided that the gross receipts from such sales exceed $5,000,000.

The Venture will not compute the depletion allowance. Instead, each Venturer must separately compute his or her own depletion allowance with respect to his or her allocable share of Venture property and reduce the adjusted basis of his or her Venture interest (but not below zero (0)) by the amount of such depletion deduction to the extent such deduction does not exceed the basis allocated to that Venturer of the Venture oil and gas property with respect to which the deduction is claimed. Each potential Venturer is urged to consult his or her tax counsel with respect to the availability to him or her of the percentage depletion allowance.

Depreciation. The cost of casing, tubing, tanks, pumping units and other types of tangible property and equipment cannot be deducted currently but must be capitalized and depreciated or amortized pursuant to applicable provisions of the Code. Under the modified accelerated cost recovery system, it is likely the cost of most of the tangible personal property to be acquired by the Venture will be depreciated over either a five-year recovery period (available for property with a class life of more than four years but less than ten years) or a seven-year recovery period (available for property that has a class life of ten or more years but less than sixteen years). This property would be depreciated on the two hundred percent (200%) declining balance method switching to the straight-line method for the first taxable year as the straight line method typically would yield a larger allowance. It is likely that the Venture's first taxable year will be less than twelve (12) months. In the case of a taxable year of less than twelve (12) months, property is to be treated as being placed in service for half the number of months in such taxable year. See Conference Report to Accompany HR 3838, Rep. No. 99-841, 99th Cong., 2d Sess. at II-46 (September 156, 1986) (Statement of the Managers). Consequently, first year depreciation will be computed as if the property was placed in service at the midpoint of the taxable year. Finally, any depreciation allowable on such tangible property and equipment may also be subject to recapture as ordinary income on transfer of the property or a Venture interest.

As part of the American Recovery and Reinvestment Act of 2009, Congress created special depreciation rules for so-called “qualified property.” Under these special rules, taxpayers are generally allowed a one-time “bonus” depreciation deduction equal to fifty percent (50%) of the cost of the qualified property. The remaining cost of the qualified property must be capitalized and depreciated in accordance with the rules discussed above. Generally speaking, qualified property is property that is acquired and placed into service before January 1, 2010, and that meets certain other requirements. Certain of the Venture's Tangible Costs may be for property that constitutes “qualified property” that is eligible for the fifty percent (50%) bonus depreciation deduction in the Venture's initial year of operation. However, there can be no assurance or guarantee that any of the Venture property will be eligible for the fifty percent (50%) bonus depreciation deduction.

Leasehold Cost and Abandonment; Geological and Geophysical Costs. Except as discussed below, the cost of acquiring oil and gas lease interests, or other similar oil and gas property interests, is a capital expenditure that may not be deducted in the year paid or incurred. However, if a lease is proved to be worthless by drilling or abandonment, the cost of that lease constitutes a loss and may be deductible for U.S. federal income tax purposes. The federal income tax deduction for the loss, however, must be taken by the Venturers, individually, rather than by the Venture and allocated to the Venturers. The deduction for such loss is taken in the year in which the lease becomes worthless or is abandoned.

Notwithstanding the foregoing, amounts paid for geological and geophysical costs in connection with the exploration for or development of oil or gas generally may be deducted ratably over a twenty four (24) month period. In the case of Venturers that qualify as major integrated oil companies (as defined by Code section 167(h)(5)), the amortization period is extended to seven (7) years. For purposes of this special amortization rule, geological and geophysical costs paid during a year are treated as being paid or incurred on the mid-point of that year. If a lease to which any geological and geophysical costs relate is worthless or abandoned, the remaining unamortized costs must continue to be amortized over the original twenty four (24) month (or seven (7) year) period.

Venture Organizational Expenses. Organization, start-up, marketing, syndication and sales commission expenses may not be deductible or may be deductible only in small increments over time. For example, if expenses related to organizing and starting the Venture exceed a certain amount, all or a portion of the expenses will not be currently deductible but instead must be deducted over a period of one hundred and eighty months. Marketing and selling expenses are generally classified as syndication expenses and are not deductible. Such syndication expenses must be added proportionately to your basis. In addition, all expenses will be deductible only to the extent that they constitute an ordinary and necessary business expense and are reasonable in amount. If the Service were to successfully challenge any deductible expense, your taxable income could be increased, thereby resulting in increased taxes and a potential liability for interest and penalties.

All Organizational costs incurred in connection with the organization and capitalization of the Venture will be paid by the Managing Venturer out of its management fee. The Managing Venturer intends to allocate a portion of its management fee attributable to organizational costs to non-amortizable syndication expenses and a portion to amortizable organization expenses. There can be no assurance that the Service will not take the position that some of the expenses treated by the Venture as amortizable organization expenses or deductible Intangible Costs are non-amortizable syndication expenses and that any such claim by the Service would not be sustained by the courts if litigated. Further, no assurance can be given that amounts allocated by the Venture to amortizable organization expense should instead be capitalized as part of the cost of the Prospect. If the Service were successful in this contention, the Venturers would not be able to amortize amounts otherwise allocable to amortizable organization expenses.

Management Fees. Management fees paid by the Venture will be deductible only to the extent such fees are ordinary and necessary business expenses and are reasonable in amount. The Managing Venturer will initially determine whether all or only part of the amounts paid for the management fee for Operations or management fee for assessments, if any, paid by the Venture are properly deductible under the Code in the year paid. The issue as to the allocation of such management fees between deductible ordinary and necessary business expenses, organization and offering costs, and other costs required to be capitalized, if any, and the reasonableness thereof, are inherently factual and, to a certain extent, predicated upon future events. For that reason, the Managing Venturer cannot predict the outcome of a challenge with regard to these matters. There can be no assurance that the Service will not attempt to disallow, in whole or in part, a deduction for management fees that the Managing Venturer determines are deductible and that, if litigated, any such position by the Service would not be sustained by the courts, at least as to a portion of such fees. There is a risk that any portion of the management fees treated as a deductible payment could be

reclassified in whole or in part as a syndication fee, an organization expense, a lease acquisition cost, a payment for services to be performed over the life of the Venture or for some other cost that is not currently deductible. If any such position of the Service were sustained, the deductions attributable to the payment of the management fees would be disallowed, reduced or delayed, and the tax liability of the Venturers could be increased.

Administrative Expenses. Under the terms of this Memorandum and the Joint Venture Agreement, the Managing Venturer will be reimbursed for administrative expenses incurred in the course of conducting the business of the Venture. Under the Code, the reimbursements will be deductible only if they constitute ordinary and necessary business expenses. The Managing Venturer will cause the Venture to deduct the reimbursement for administrative expenses as an ordinary and necessary business expense. Because of the factual questions involved in determining what constitutes ordinary and necessary business expenses, there can be no assurance that the Service will not challenge the deduction. If the Service successfully challenges a deduction, the Venturers could owe additional taxes, penalties and interest.

Farmout and Other Sales or Transfer of Properties. The Venture will be primarily engaged in the exploration and development of the Prospect Wells and may subsequently sell or otherwise dispose of the Prospect Wells. These subsequent transactions could take the form of a sale, a lease or sublease or a sharing arrangement. The tax treatment of such transactions will depend upon the form and substance of the transaction and the nature of any interest in the Prospect Wells retained by the Venture.

If the Venture transfers the entire working interest in Prospect Wells to a third party for cash and/or a note and retains no interest in the Prospect Wells, or if the Venture transfers a portion of the working interest and only retains the remainder of the working interest or a production payment with respect to the transferred Prospect Wells, the transaction should be characterized as a sale or exchange for federal income tax purposes. In general, if property used in a trade or business, including a working interest in oil or gas property, is sold and if the seller is not a dealer in such property, gain on such property held more than one year will likely be treated as a "section 1231 gain", subject, however, to recapture of accelerated depreciation, depletion and Intangible Costs (which recapture is taxed as ordinary income). Section 1231 gain passes through to the Venturers and each Venturer must combine his share of Venture section 1231 gain with his personal section 1231 gains and losses. Except as otherwise provided in the rules relating to non-recaptured net section 1231 losses, the excess of section 1231 gains over section 1231 losses, constitutes long-term capital gain. However, net section 1231 gain will be ordinary income to the extent it does not exceed the "non-recaptured net section 1231 losses". Non-recaptured net section 1231 losses will include all net section 1231 losses claimed for the five (5) most recent preceding taxable years to the extent they have not previously been recaptured (i.e., converted into ordinary income).

Section 1231 gains and losses characterized as capital gains and losses are combined with all the taxpayer's other capital gains and losses. With some exceptions, a non-corporate taxpayer's net long term capital gain is generally subject to tax at a rate of either fifteen percent (15%) or fifty percent (50%) depending on the taxpayer's tax bracket. A non-corporate taxpayer may deduct losses from sales or exchanges of capital assets to the extent of his gains from such sales or exchanges plus the lesser of (i) $3,000 or (ii) the excess of such losses over such gains. See also "Tax Preference Income" below.

If the Venture is deemed a "dealer" with respect to its Prospect, then all gains on the sale of a Prospect will be taxed at ordinary income rates rather than capital gain rates.

If, on the other hand, the Venture transfers a working interest in the Prospect and retains a non-operating interest such as a royalty, an overriding royalty or a net profits interest, the transaction will more likely than not be characterized as a lease or a sublease and the revenues received from the retained interest would be taxed at ordinary income rates and not capital gain rates.

Finally, if the Venture enters into certain Farmout agreements or other "sharing arrangements", the transaction may not be characterized as a sale, but rather as a lease or sublease or an investment in a separate joint venture depending upon the nature of the interest retained by the Venture as "Farmor". In a typical transaction the Farmor might assign all (or a portion) of its working interest in a drill site to the assignee ("Farmee") in exchange for the Farmee's agreement to bear all costs of the obligation well on the drill site. Such agreement generally also provides that (1) the Farmee earns an interest in the Farmor's additional acreage surrounding the drill site, (2) the Farmee is entitled to payout on the obligation well, and (3) after payout, a portion of the drill site working interest reverts to the Farmor.

For federal income tax purposes, the Farmee is generally entitled to deduct one hundred percent (100%) of the Intangible Costs incurred in drilling the obligation well and treat one hundred percent (100%) of the capital expenses as expenditures subject to depreciation as long as the Farmee has a first priority right to recoup its drilling expenditures from production from the well. In at least one instance, however, the IRS has taken the position that although the Farmee is entitled to deduct the Intangible Costs actually paid or incurred in drilling and completing the obligation well, the transferred portion of the Working Interest in the Farmor's additional acreage surrounding the drill site constitutes compensation in the form of property to the Farmee for undertaking the development project on the drill site. See Rev. Rul. 77-176, 1977-1 C.B. 77. Consequently, the fair market value of such working interest, determined as of the date of its transfer to the Farmee, is includable in the Farmee's gross income in the year the well is completed or when the working interest in the additional acreage is transferred to the Farmee, whichever is earlier. With respect to the fraction of the working interest in the acreage exclusive of the drill site transferred by the Farmor to the Farmee, the Farmor is to be treated as having sold such interest for its fair market value on the date of transfer and having paid the cash proceeds to the Farmee as additional compensation to the Farmee for undertaking the development project on the drill site. This treatment may result in taxable income to the Farmor.

If the Venture enters into a Farmout, the Managing Venturer may attempt to minimize the effect of Rev. Rul. 77-176 in negotiating the transaction on behalf of the Venture. However, to the extent any such transaction produces taxable income under the ruling; the Venturer's tax liability attributable to such transaction may exceed cash distributed from the Venture. In addition, the fair market value of such property is a factual question and may be adjusted by the Service to produce additional tax liabilities for the Venturers.

Domestic Production Activities. Generally speaking, taxpayers may deduct an amount equal to nine percent (9%) of their net income from domestic production activities. The deduction is limited to the lesser of: (i) the taxpayer's taxable income for the year, (ii) the taxpayer's qualified production activities income, or (iii) fifty percent (50%) of the taxpayer's employees' reportable wages for the year that are properly allocable to domestic production gross receipts. Domestic production activities income includes income from (i) the sale of natural gas produced by the taxpayer in the United States and (ii) the sale or lease of tangible personal property produced or extracted by the taxpayer in whole or significant part in the U.S.

For taxpayers with oil or gas production, transportation, or refining activities, the allowable deduction will be reduced by three percent (3%) of the lesser of: (i) qualified production activities income, (ii) oil related qualified production activities income, or (iii) taxable income. Qualified production activities income is generally the taxpayer's domestic production gross receipts over the sum of (i) the cost of goods sold that are allocable to such receipts, and (ii) other expenses, losses or deductions allocable to such receipts. Oil related qualified production activities income means for any taxable year the qualified production activities income that is attributable to the production, refining, processing, transportation, or distribution of oil, gas, or any primary product thereof during such taxable year.

The availability of the domestic production deduction is dependent upon many factors, which will vary among Venturers. Therefore, each potential Venturer is urged to consult with its own tax advisor regarding its ability to claim a deduction for domestic production activities in connection with its participation in the Venture.

Tax Basis in Venture Interest. The tax basis of a Venturer in its Venture partnership interest is important for several reasons including, but not limited to, determining: (1) the current deductibility of a Venturer's distributive share of Venture losses; (2) income tax consequences of distributions; and (3) gain or loss on the sale of a Venture interest. A Venturer's adjusted basis in its interest in the Venture will generally be its capital contribution to the Venture increased by: (a) its allocable share of Venture income and gain; and (b) its share of liabilities of the Venture for federal income tax purposes; and decreased (but not below zero) by: (i) distributions from the Venture to the Venturer; (ii) its allocable share of Venture losses; (iii) its share of any reduction in the Venture's liabilities to the extent such liability was included in its basis; (iv) its share of nondeductible expenses of the Venture that are not properly chargeable to a capital account; and (v) the amount of the Venturer's deduction for depletion attributable to Venture oil or gas property to the extent such deduction does not exceed the basis of such property allocated to that Venturer.

Each individual Venturer, rather than the Venture, will compute the tax basis in its Venture interest. This may place an administrative burden on the Venturers.

Treatment of Cash Distributions from the Venture. A Venturer generally will not recognize gain or loss for federal income tax purposes when he or she receives a cash distribution from the Venture in respect of, and not in liquidation of, his or her Venture interest so long as the Venturer's basis exceeds the amount of the distribution and the distribution is not in exchange for his or her interest in “unrealized receivables” (which include potential recapture of depletion, Intangible Costs and depreciation deductions) or “inventory items.” A Venturer will recognize gain on cash distributions (including any reduction in Venture indebtedness for which no Venturer is personally liable) that exceed the adjusted basis in his or her Venture interest immediately prior to such distribution. See also “At Risk Recapture of Losses” below.

Tax on Self-Employment Income. Individuals are generally required to pay a tax on their income from self-employment, that is, from carrying on a trade or business as a sole proprietor or as a general partner in a partnership or a venturer in a venture. The tax is designed to afford Social Security coverage to self-employed individuals. The tax is levied as part of the estimated tax liability of self-employed persons. The self-employment tax is imposed on “self-employment income,” which is based on “net earnings from self-employment.” Net earnings from self-employment includes a Venturer's allocable share (whether or not distributed) of income or loss from any trade or business carried on by the Venture.

While the portion of self-employment tax allocable to Social Security is subject to an annual earnings cap, the portion of the self-employment tax allocable to Medicare is not subject to such cap and, therefore, participation in the Venture by an investor who has otherwise paid his or her maximum Social Security tax for the year (either through self-employment tax or through FICA tax as an employee) could still subject the investor to an additional Medicare tax liability with respect to his or her share of Venture income.

Sales of Interest in the Venture. If a Venturer sells his or her interest in the Venture pursuant to the provisions of the Joint Venture Agreement, he or she will recognize taxable gain or loss on the sale measured by the difference between the amount realized by him or her on such sale and his or her adjusted tax basis in his or her Venture interest. The amount realized by such Venturer will include his or her allocable share of Venture debt, if any, as well as the amounts paid to him or her as a result of the sale. If the Venture interest has been held by the selling Venturer as a capital asset for more than one year, the

realized and recognized gain or loss on the sale likely will be taxed as long-term capital gain or loss, except to the extent the sale price is attributable to unrealized receivables (which includes depreciation, depletion and Intangible Cost recapture) or appreciated inventory. The portion of the sale price attributable to those items will be taxed to the selling Venturer as ordinary income.

Liquidation of the Venture. On expiration of its term or as otherwise provided in the Joint Venture Agreement, the Venture will dissolve and, if not reconstituted, after payment of its liabilities, distribute its property or proceeds from the sale of its property to the Venturers in complete liquidation. Each Venturer will recognize gain or loss as a result of the Venture's sale of its assets. Assuming each item of Venture property is distributed to the Venturers on a pro rata basis, each Venturer will recognize gain to the extent any money distributed exceeds the adjusted basis of such Venturer's interest in the Venture immediately before the distribution. A Venturer may recognize loss on the liquidating distribution if no property other than cash, unrealized receivables (which include depreciation, depletion and Intangible Cost recapture) and inventory are distributed to a Venturer. Such Venturer will recognize such loss only to the extent the adjusted basis of such Venturer's interest in the Venture exceeds the sum of the cash, the basis of unrealized receivables (which include depreciation, depletion and Intangible Cost recapture) and the basis of inventory distributed. The basis of property distributed to each Venturer (other than cash) will be an amount equal to the adjusted basis of such Venturer's interest in the Venture reduced by the amount of cash distributed to him or her. The tax consequences of the liquidation of the Venture described herein reflect only the general rules for such a liquidating distribution. On actual liquidation of the Venture, various exceptions to these rules may alter the tax consequences described above. Therefore, each prospective Venturer is urged to consult its own tax advisor regarding the tax consequences to it of a liquidation of the Venture.

Activities Engaged in for Profit. Code section 183 provides that if an activity is not "engaged in for profit," the only amounts deductible with respect to that activity are: (1) those expenses that would be deductible whether or not incurred in connection with an activity engaged in for profit, (e.g., certain interest and taxes); and (2) those expenses otherwise deductible had the activity been engaged in for profit, but only to the extent of the income from the activity, reduced by otherwise allowable non-business deductions. Although Code section 183(a) refers to an activity engaged in by an individual, it also applies to the activities of a partner in a partnership. *See* Revenue Ruling 77-220, 1977-2 C.B. 78; *Edward B. Hager*, 76 T.C. 759 (1981). Moreover, in determining whether Code section 183 applies to a partnership, the Tax Court has determined that the question is whether the partnership itself (rather than the individual partners) has the proper profit objective. *See Taube v. Commissioner*, 88 T.C. 464 (1987) and *Brannen v. Commissioner*, 78 T.C. 471 (1982). However, it is possible that the Service might take the position that Code section 183 will also apply to an individual partner of a partnership or a joint venturer in a joint venture if that partner or venturer lacks the proper profit objective, notwithstanding the existence of such objective at the partnership or joint venture level. If it is determined the Venture or a Venturer is not engaged in an activity for profit, a substantial portion of the deductions arising from Venture operations could be disallowed. The issue of whether an activity is engaged in for profit is primarily a question of fact. The resolution of this issue may be based in part on the intent of the Venturers, as evidenced by objective factors. **THEREFORE, NO ONE SHOULD PARTICIPATE IN THE VENTURE UNLESS HIS OR HER OBJECTIVE IS TO SECURE AN ECONOMIC PROFIT SEPARATE AND APART FROM ANY TAX BENEFITS THAT MAY FLOW FROM THE VENTURE.**

Allocations. In general, allocations of all Venture items of income, gain, loss, deduction and credit must have "substantial economic effect" to be recognized for federal income tax purposes. An allocation will have substantial economic effect if it satisfies a one-part test. First, the allocation must have economic effect. Second, the economic effect must be substantial. If an allocation lacks "substantial economic effect," the IRS will disregard the allocation, and will determine a Venture's allocable share in accordance with the Venturer's interest in the Venture.

With respect to the second test, the regulations generally provide that the economic effect of an allocation is substantial if there is a reasonable possibility that the allocation (or allocations) will affect substantially the dollar amounts to be received by the partners from the partnership, independent of tax consequences. However, the regulations provide that the economic effect of an allocation (or allocations) is not substantial if at the time the allocation becomes part of the partnership agreement: (i) the after tax economic consequences of at least one (1) partner may, in present value terms, be enhanced compared to such consequences if the allocation (or allocations) were not contained in the partnership agreement; and (ii) if there is a strong likelihood that the after tax economic consequences of no partner will, in present value terms, be substantially diminished compared to such consequences if the allocation (or allocations) were not contained in the partnership agreement.

According to the regulations, an allocation will have economic effect if the partner to whom the allocation is made receives the economic benefit or bears the economic burden or risk associated with the allocation. The regulations state that, in general, an allocation will have economic effect if throughout the term of the partnership the partnership agreement:

(i) provides for the determination and maintenance of the partners' capital accounts in accordance with the rules set forth in the regulations;

(ii) requires that on liquidation of the partnership (or any partner's interest in the partnership), liquidating distributions must in all cases be made by the later of the end of the taxable year in which the liquidation occurs or ninety (90) days after the liquidation, in accordance with the positive capital account balances of the partners; and

(iii) either obligates a partner with a deficit in his or her capital account following the liquidation of his or her interest in the partnership to restore such deficit or contains a so-called "qualified income offset" pursuant to which a partner that unexpectedly receives certain allocations, adjustments or distributions will be allocated income and gain in an amount and manner sufficient to eliminate any deficit capital account balance of such partner as quickly as possible.

If a partnership agreement contains a qualified income offset instead of a deficit restoration clause (as does the Joint Venture Agreement) the allocation will have economic effect only to the extent it does not create or increase a deficit capital account balance.

In each case, capital account balances must be determined after taking into account all adjustments for the partnership taxable year in which the liquidation occurs. The courts have also used a capital account analysis to determine whether an allocation should be recognized for federal income tax purposes (*e.g.*, *Allison v. United States*, 701 F.2d 933 (Fed. Cir. 1983); *Goldfine v. Commissioner*, 80 T.C. 843 (1983); *Holladay v. Commissioner*, 72 T.C. 571 (1979), aff'd, 649 F.2d 1176 (5th Cir. 1981); *Orrisch v. Commissioner*, 55 T.C. 395 (1970)).

The allocations of federal income tax items to the Venturers made in the Joint Venture Agreement should satisfy the "substantiality" portion of the test in the Regulations because the economic consequences of the allocations should be equivalent to the tax consequences of such allocations. However, the allocation of federal income tax items to the Venturers made in the Joint Venture Agreement do not satisfy the safe harbor for "economic effect" because the Joint Venture Agreement provides that liquidating distributions will be made to the Venturers in accordance with their right to receive operating distributions from the Venture (*i.e.*, generally ninety nine percent (99%) to the Venturers and one percent (1%) to the Managing Venturer). Therefore, allocations in the Joint Venture Agreement must be made in accordance with the Venturers' interests in the Venture. Because the Joint Venture Agreement generally allocates profits and losses in the same manner as cash distributions are made, the Managing Venturer believes that these

allocations are in accordance with the Venturer's interests in the Venture. However, there can be no assurance that the IRS will not challenge the allocations in the Joint Venture Agreement and attempt to reallocate profits and losses (and the tax obligations associated with such items) among the Venturers.

Election to Adjust Tax Basis of Venture Property. As a result of the tax accounting complexities inherent in, and the substantial expense that would be attendant to, making the election to adjust the tax basis of Venture property provided by Code sections 734, 743, and 754, the Managing Venturer does not presently intend to make such election on behalf of the Venture. The absence of any such effective election and of the power to compel the making of such an election may, in many circumstances, result in a reduction in value of a Venturer's interest to any potential transferee and may be considered an additional impediment to the transferability of Venture interests.

Repayment of Loans. Each Venturer will be subject to U.S. federal income tax on his or her allocable share of the net taxable income of the Venture, whether or not such income is actually distributed to him or her. Advances against production received by the Venture (such as a loan or an advance secured by a specific share of future production), if any, should be treated as loans to the Venture and should not be recognized as income by the Venture on receipt. Proceeds from production used to pay such advances or other loans will be ordinary income, subject to depletion, to the Venture in the year the production is realized. The principal portion of repayments will not be deductible by the Venture, but the Venture may be entitled to a deduction of interest, if any, paid on the advances or loans. During repayment of such advances or loans, the taxable income of the Venturers from the property subject to the advance or loan may be greater than the net cash proceeds there from distributed to them. Therefore, taxes will be payable on revenues used to repay the principal amount of the advance or loan, as well as on remaining Venture revenues available for distribution, whether or not actually distributed.

Limitations on Passive Activity Losses. In general, a taxpayer may not deduct losses from a passive activity against income from wages and salaries (or other so-called “active” income) or against income from interest, dividends and royalties (“portfolio income”). However, a taxpayer may deduct against such income losses from activities in which the taxpayer materially participates (subject to other limitations in the Code). The passive activity loss rules apply to individuals, estates, trusts, closely held C corporations, and “personal service corporations.” An activity will be classified as “passive” if the activity is a rental activity or it involves the conduct of a trade or business in which the taxpayer does not “materially participate.” A taxpayer materially participates in an activity if the taxpayer is involved in the operations of the activity on a regular, continuous, and substantial basis. In general, a taxpayer is not treated as materially participating in an activity if his or her interest in that activity is held as a limited partner in a limited partnership.

In computing a taxpayer's passive activity loss limitation, the taxpayer must determine his or her aggregate deductions and losses from all passive activities for the taxable year and offset them against his or her aggregate income and gains from passive activities during the taxable year. Similarly, the taxpayer must aggregate all credits earned during the taxable year from passive activities and offset them against the tax liability allocable to all passive activities during the taxable year. Although a taxpayer is permitted to offset losses from one passive activity against income and gains from another passive activity, the taxpayer may not offset his or her losses from passive activities against his or her wages, salary, or other income derived from the active conduct of a business, nor against income from interest, dividends, or royalties not derived in the ordinary course of a trade or business, or against the gain from the sale of property producing such income.

Should a taxpayer have net losses from passive activities and net credits from passive activities, both net losses and credits may be carried forward indefinitely and deducted against any future net income and tax liability, respectively, from passive activities. Any unused losses are held in suspense until the

taxpayer disposes of his or her entire interest in the passive activity in a taxable transaction to an unrelated person. On disposition of a passive activity, the taxpayer is generally permitted to deduct the suspended passive losses against the taxpayer's other income or gain (after first offsetting them against gain recognized on the disposition and against net income for the taxable year from all passive activities). Suspended credits, however, must continue to be carried forward until used to offset tax on income from other passive activities. If the disposition is because of the taxpayer's death, the suspended losses can only be used to the extent they exceed the amount by which the property's basis is increased as a result of the taxpayer's death. If a disposition is by means of an installment sale, the suspended losses may only be recognized in any taxable year to the extent of the percentage of the total gain on the sale that is recognized during that taxable year.

Material participation, however, is not in all cases determinative as to whether an activity is a "passive activity." Under the "working interest exception," working interests in oil and gas properties are not treated as passive activities (regardless of whether the taxpayer materially participates) if the taxpayer owns the interest directly or through an entity that does not limit his or her liability with respect to the working interest. One or more elements must be met before a taxpayer qualifies for the working interest exception to the passive activity loss rules, so that losses will not be treated as losses from a passive activity. First, the property generating the losses must constitute a "working interest" as defined by the passive loss rules. Second, the interest must not be held through an entity that limits the liability of the taxpayer with regard to the working interest.

With respect to the first part of the test, the Treasury Regulations indicate that a "working interest" does not include non-operating mineral interests such as royalty interests, production payments, or net profits interests. The Report of the Committee on Finance, United States Senate, to Accompany H.R. 3838, S. Rep. No. 99-313, 99th Cong., 2d Session 744, 745 (1986) ("Senate Finance Committee Report"), indicated that a "working interest" generally has characteristics such as "responsibility for signing authorizations for expenditures with respect to the activity, receiving periodic drilling and completion reports, receiving periodic reports regarding the amount of oil extracted, possession of voting rights proportionate to the right to continue activities if the present operator decides to discontinue operations, a proportionate share of tort liability with respect to the property (e.g., if a well catches fire), and some responsibility to share in further costs with respect to the property in the event that a decision is made to spend more than the amounts already contributed." Nevertheless, "the fact that a taxpayer is entitled to decline, or does decline, to make additional contributions does not contradict the taxpayer's possession of a working interest. In addition, the fact that tort liability may be insured against does not contradict such taxpayer's possession of a working interest."

The second part of the test requires that the "working interest" be held directly or not held through an entity that limits the taxpayer's liability with respect to the working interest. The Senate Finance Committee Report indicates that an interest owned through a limited partnership or through a form of ownership that is substantially equivalent in its effect on liability to a limited partnership interest will not qualify for the working interest exception. Although the Venture or the Operator intends to obtain insurance to protect against various liabilities, to the extent the insurance coverage obtained by the Venture fails to cover a particular risk or is insufficient to pay the entire amount of a particular claim or to the extent the insurer is financially insolvent or otherwise unable to pay a particular claim, the Venturers will bear the ultimate liability for losses with respect to the Venture. In addition, the Treasury Regulations provide that the presence of insurance is not taken into account in determining whether the taxpayer holds a working interest through an entity that limits the taxpayer's liability. Although it is possible that the Service might take a contrary position and that, if litigated, a court might sustain such position, the Managing Venturer believes that, if challenged, the interests in the Venture held by the Venturers should not be deemed substantially equivalent in their effect on liability to a limited partnership interest. Each prospective Venturer should be aware, however, that even if the Venture itself is not an entity that limits the liability of

the Venturer with respect to the activity, no person will be deemed to materially participate in the Venture's activities (and losses allocated to that individual will be deemed losses from a passive activity) if such person owns his or her individual interest in the Venture through an entity, such as a limited partnership, limited liability company or an S corporation, that limits the liability of that individual with respect to the Venture.

If and to the extent the Service is successful in contending either that the Venturers do not own oil or gas working interests as defined in the passive loss rules or that the form in which the Venturers own the Venture property has an effect on the Venturer's liability similar to that of a limited partnership, a Venturer's share of any losses generated by the Venture would constitute passive losses, which the Venturer could deduct only to the extent of such Venturer's passive income.

At Risk Limitation on Deductions for Expenses. The “at risk” limitation provisions of the Code restrict the amount of loss a participant can deduct in connection with activities conducted in “exploring for, or exploiting oil and gas resources.” Under this rule, all non-corporate taxpayers and certain corporate taxpayers that sustain a loss in connection with oil and gas activities may deduct such loss only to the extent of the amount “at risk” in such activities at the end of a taxable year. This limitation applies to each activity engaged in and not on an aggregate basis for all activities. For the purpose of initially computing the amount of such limitation, the amount “at risk” for each taxpayer is limited to: (1) the amount of money contributed to the activity, (2) the adjusted basis of other property contributed to the activity, and (3) any amount borrowed with respect to the activity for which the taxpayer is personally liable for repayment or with respect to which he or she has pledged property (other than property used in the activity) as security for the repayment of the amount borrowed from any person other than a person who has an interest in the activity or who is a related party (as defined), limited however, to the net fair market value of his or her interest in such pledged property. “Loss” is generally defined as the excess of allowable deductions for a taxable year from an activity over the amount of income actually received or accrued by the taxpayer during such year from the activity.

The amount the taxpayer has “at risk” may not include the amount of any loss against which the taxpayer is protected through non-recourse financing, guarantees, stop loss agreements or other similar arrangements. The amount of any such loss disallowed in any taxable year shall be carried over to the first succeeding taxable year. Further, a taxpayer's “at risk” amount in subsequent taxable years with respect to the activity involved shall be reduced by that portion of the loss allowable as a deduction and the amount of money withdrawn from the activity.

At Risk Recapture of Losses. The “at risk” rules also provide that a Venturer must recognize income to the extent his or her “at risk” basis is reduced below zero (limited to loss amounts previously allowed to the Venturer over any amounts previously recaptured). Distributions to a Venturer, changes in the amount of recourse indebtedness attributable to a Venturer or the commencement of guarantees or similar arrangements may reduce a Venturer's amount “at risk.” A Venturer may be allowed a deduction for the recaptured amounts included in taxable income if he or she increases his or her amount “at risk” in a subsequent taxable year.

Oil and Natural Gas Tax Credits. Federal income tax credits may be available for the production of oil and natural gas from certain types of Well and/or with certain types of recovery methods. The tax credits depend upon a number of different factors such as, for example, the location of the well, the production level of the well, the production methods used and the price of oil and natural gas. Due to the factual nature of this issue, the Managing Venturer is unable to and does not express an opinion as to whether any Venturer will be entitled to federal income tax credits for the production of oil and gas as a result of a Venture’s operations. Each Venturer should consult its own tax advisor regarding the U.S. federal income tax credits that may be available in connection with its participation in the Venture.

Tax Preference Income: Alternative Minimum Tax. A U.S. citizen or resident alien (in addition to corporations, trusts and estates which are not specifically addressed herein) is subject to an "alternative minimum tax" on certain tax preference items. The Treasury Regulations require that a venturer, in computing his or her individual tax preference items, take into account separately those income and deduction items of a partnership that enter into his or her computation of tax preference items. The Venture will generate tax preference items attributable to its current deduction of Intangible Costs to the extent of the amount by which the individual Venturer's "excess intangible drilling costs" for the year exceeds sixty five percent (65%) of his or her net income from his or her oil and gas properties for that year. "Excess intangible drilling costs" are defined as the excess of the allowable Intangible Costs paid or incurred in connection with productive oil and gas Well, over the portion of those costs, if any, that would have been allowable for the tax year if capitalized and (1) amortized on the basis of a ten (10) year life, beginning with the month in which production from such well begins, or (2) recovered through cost depletion. Intangible Costs with respect to the drilling of a nonproductive well are not subject to the above computation of tax preference items. However, with respect to Venturers who are "independent producers," (as defined in Code section 57(a)(2)(E)), the treatment of excess intangible drilling costs as a tax preference item does not apply to the extent that the reduction in alternative minimum taxable does not exceed forty percent (40%). A Venturer in the Venture may also realize tax preference items for any taxable year attributable to percentage depletion in excess of depletable basis (determined without regard to the depletion deduction for the taxable year).

The alternative minimum tax for individuals is a one-tier rate system. A twenty six percent (26%) rate applies to the extent that alternative minimum taxable income less the exemption amount does not exceed $185,040 ($89,750 for married taxpayers filing separately). Above that dollar amount a twenty eight percent (28%) rate applies. Alternative minimum taxable income is defined as taxable income recomputed to take into account adjustments and tax preference items, such as excess Intangible Costs.

Venturers may individually elect to amortize their allocable shares of the Venture's Intangible Costs over a five (5) year period beginning with the year the expenditure is made. If this election is made, there will be no preference items on these amounts. However, such amounts will still be treated as Intangible Costs for purposes of the recapture rules.

The alternative minimum tax and, specifically, the exemption amounts, have been the subject of numerous legislative proposals and temporary one-year "patches" over the last several years. Therefore, it is possible that the alternative minimum tax and/or the exemption amounts discussed above could be modified or changed by future legislation. Therefore, each prospective Venturer is urged to consult its own tax advisor regarding the alternative minimum tax.

Unrelated Business Income Tax for Tax Exempt Investors and IRAs. Taxpayers that are normally exempt from U.S. federal income taxation such as qualified retirement plans, 501(c) non-profit organizations and individual retirement accounts and annuities ("IRAs") are nonetheless taxable on the income that they earn from a trade or business that is deemed to be unrelated to their tax exempt purpose. The ownership of a working interest in an oil or gas well, whether directly or as a venturer in a venture that owns a working interest, is deemed to be such an unrelated business. As a result, a tax exempt investor that becomes a Venturer will likely be subject to tax on its income from the Venture. In addition, for Venturers that invest with money from their IRAs, it is possible that the Venture's earnings could be subject to tax twice: once when amounts are earned by the Venture and then again when distributions are made from the IRA to the investor. For certain tax exempt entities, such as charitable remainder trusts and charitable remainder unit trusts (collectively, a "CRT"), the receipt of any UBTI during a taxable year will cause the CRT to become taxable on all of its income from all sources for the taxable year. As a result, interests in the Venture are not suitable investments for CRTs, and Venture interests will not be sold to CRTs. Tax

exempt investors, including IRA investors, are urged to consult their tax advisors as to the advisability and the tax effects of becoming a Venturer.

State and Local Income Taxes. Certain states or localities where the Venture may engage in business or where the Venturers may reside may levy income taxes for which the Venturers may be liable with respect to their share of the Venture income, and it may be necessary for each Venturer to file state or local income tax returns to report income in such jurisdictions. In addition, as a result of the Venture's operations, the Venture may be required to pay various state and local taxes. The Venture's payment of such state and local taxes will reduce the Venture's cash that is otherwise available to distribute to the Venturers. In addition, the discussion of the tax aspects of participating in the Venture in this Memorandum is generally limited to certain material U.S. federal tax considerations. Therefore, each prospective Venturer is urged to consult his or her own tax counsel regarding the state and local income tax consequences of becoming a Venturer.

Reportable Transaction Rules. Under U.S. federal tax law certain types of transactions (so-called "reportable transactions") generally must be disclosed to the IRS by the participants on IRS Form 8886 and by the material advisors on information returns. In addition, material advisors to reportable transactions must prepare and maintain lists of the persons they advise and provide the lists to the IRS upon written request. If a participant or material advisor to a reportable transaction fails to properly report it to the IRS, the participant or material advisor could be subject to substantial tax penalties.

The Managing Venturer has concluded that the sale of Units in the Venture and the Venture's anticipated operations should not constitute reportable transactions. Accordingly, the Managing Venturer has concluded that it is not obligated and, therefore, does not intend to comply with these disclosure or list maintenance requirements. There can be no assurance or guarantee that the IRS will agree with this determination. Significant penalties could apply if a party to a reportable transaction fails to comply with these rules, and such rules are ultimately determined to be applicable. As a result, you are urged to consult with your tax advisor regarding whether you are required to disclose your participation to the IRS on Form 8886.

Audit of Tax Returns. The tax returns of the Venture may be audited by the Service and such audit may result in adjustments. Any adjustment of the Venture's tax return would at a minimum result in a corresponding adjustment of the federal income tax liability of individual Venturers, and may result in a full audit of their individual tax returns (thereby potentially resulting in adjustments to non-Venture, as well as Venture, income and deductions). In addition, an initial audit of a Venturer's individual tax return could result in the audit of the Venture tax return, thereby possibly triggering the consequences just indicated to all Venturers in the Venture.

On audit, the tax treatment of so-called "partnership items" will be determined at the Venture level in a unified audit proceeding. A "partnership item" is any item required to be taken into account for the Venture's taxable year under any provision of subtitle A of the Code to the extent Treasury Regulations provide that such item is more appropriately determined at the Venture level than at the Venturer level. Venturers (other than venturers with less than a one percent (1%) interest in the profits of a venture with more than one hundred (100) venturers), referred to as "Notice Partners," would be notified at the beginning of the Venture audit proceeding and as to the final partnership administrative adjustment ("FPAA"). The Managing Venturer has been designated as the "Tax Matters Partner" for the Venture. On settlement with any Venturer prior to mailing a notice of the FPAA to the Tax Matters Partner, the Service will be required to offer consistent settlement terms with any other Venturer who requests such settlement terms before the expiration of one hundred fifty (150) days after such mailing of the FPAA to the Tax Matters Partner. Only the Venture, through the Tax Matters Partner, will have a right to contest the Service's determination in court within ninety (90) days following the notice of FPAA. If the Tax Matters Partner does not file a

petition for judicial review, any other Notice Partner would have a right to file such petition, within sixty (60) days following such ninety (90) day period. However, only one proceeding may go forward on behalf of the Venture, which would be the first action filed in the Tax Court, or, if no petition is filed with the Tax Court, the first action filed by a Venturer in either a United States District Court or the United States Court of Federal Claims. All other actions would be dismissed. However, each Venturer with an interest in the outcome would be allowed to participate in the action. The court acquiring jurisdiction of the proceedings will have jurisdiction to determine all items of the Venture's taxable year to which the FPAA relates and the proper allocation of such items among the Venturers. The decision of that court would be reviewable if the Tax Matters Partner or any Notice Partner seeks review. The Tax Matters Partner may file a petition for review with respect to any part of the requested adjustment that is disallowed, in which case other Venturers would be treated as parties to the action. Suits by individual Venturers, other than the Tax Matters Partner, would also be allowed with respect to certain disallowed items in requests for administrative adjustment filed by such Venturers, with certain limitations. The Tax Matters Partner is required to keep the Venturers informed of all administrative and judicial proceedings.

The Venture-specific period of time in which assessments of deficiencies and claims for refunds may be made with respect to federal income taxes attributable to “partnership items” is three (3) years from the date of filing of the Venturer's return or, if later, the last date prescribed for filing such return determined without regard to extensions. The period may be extended with respect to any Venturer by agreement with such Venturer, or for all Venturers by agreement with the Tax Matters Partner. Additionally, assessments may be made at any time against Venturers who sign or actively participate in a fraudulent return. Also, as to other Venturers affected by such return the period of assessment is extended from three to six (6) years. The period of limitations is also six (6) years in any case in which there is an omission from gross income of any amount properly includable that exceeds twenty percent (20%) of the amount of the gross income stated in the return. If the Venture does not file a return, assessments may be made at any time.

Penalty for Substantial Understatements. Code section 6662, in part, imposes an accuracy-related penalty of one hundred percent (100%) of the amount of any underpayment attributable to (i) negligence or intentional disregard of rules or regulations; and (ii) “substantial understatements” of income tax. A “substantial understatement” is defined as a reported liability that understates the amount of tax owed by the greater of ten percent (10%) of the tax required to be shown on the return or $5,000 ($10,000 for corporations other than S corporations and personal holding companies). An understatement is reduced by that portion of the understatement attributable to an item (other than a “tax shelter” item) if there is “substantial authority” for the taxpayer's treatment of such item on his or her return or if the taxpayer's return (including the Venture return in the case of a partnership item) adequately discloses the facts relating to the item's tax treatment and there is a reasonable basis for such treatment. The Treasury Regulations provide that the “substantial authority” standard requires stronger support than a mere “reasonable basis” for taking the position but the treatment need not be “more likely than not” the proper treatment. Under Treasury Regulations, there is substantial authority for the tax treatment of an item only if the weight of the authorities supporting the treatment is substantial in relation to the weight of authorities supporting contrary positions.

(1) In the case of a “tax shelter,” the reductions described in the above paragraph for adequate disclosure and substantial authority do not apply. A “tax shelter” is defined as a (i) a partnership or other entity, (ii) any investment plan or arrangement, or (iii) any other plan or arrangement, if a significant purpose of such partnership, entity, plan, or arrangement is the avoidance or evasion of federal income tax.

(2) There is a special accuracy-related penalty for reportable transactions and listed transactions. The penalty is equal to (i) one hundred percent (100%) of the amount of an understatement attributable to adequately disclosed reportable transactions and listed transactions if a significant purpose of the transactions is the avoidance or evasion of federal income tax, and (ii) thirty percent (30%) of the amount

of an understatement attributable to reportable transactions and listed transactions that are not adequately disclosed. An "understatement" is the sum of (1) the product of the highest corporate or individual income tax rate (as appropriate) and (2) the increase in the taxable income resulting from the difference between the taxpayer's treatment of an item and the proper treatment of an item.

(3) There is an exception to this penalty for taxpayers that are able to show that (i) there was reasonable cause for the tax position taken and (ii) they acted in good faith. In order to qualify for this exception, a taxpayer must show that (i) there was adequate disclosure of the transaction as required by the Treasury Regulations, (ii) there is or was substantial authority for the treatment, and (iii) the taxpayer reasonably believed that the treatment on the return was more likely than not the proper treatment. A taxpayer will only be considered to have a reasonable belief regarding the tax treatment if the belief (1) is based on facts and law at the time the tax return that includes the item is filed, and (2) relates solely to the taxpayers' chances of success on the merits and does not take into account the possibility that (a) the return will not be audited, (b) the treatment will not be raised on audit, or (c) the treatment will be resolved through settlement if raised.

(4) A taxpayer generally may rely on a tax advisor's opinion in establishing a reasonable belief, unless the opinion is a "disqualified opinion," or it is provided by a "disqualified tax advisor." An opinion by a tax advisor is a disqualified opinion if it (i) is based on unreasonable factual or legal assumptions (including assumptions about future events), (ii) unreasonably relies, on representations, statements, findings, or agreements of the taxpayer or any other person, (iii) does not identify and consider all relevant facts, or (iv) fails to meet any other requirement the Secretary of the Treasury may prescribe. A "disqualified tax advisor" is any advisor who (i) is a material advisor and who participates in the organization, management, promotion or sale of the transaction or who is related to any person who so participates, (ii) is compensated directly or indirectly by a material advisor with respect to the transaction, (iii) has a fee arrangement with respect to the transaction that is contingent on all or part of the intended tax benefits from the transaction being sustained, or (iv) as determined under the Treasury Regulations, has a disqualifying financial interest with respect to the transaction.

EACH PROSPECTIVE VENTURER IS URGED TO CONSULT HIS OR HER PERSONAL TAX ADVISOR WITH RESPECT TO THE SUBSTANTIAL UNDERSTATEMENT PENALTY.

Reports. The Venture will annually compute its taxable income or loss for the appropriate taxable period. In computing such taxable income or loss, it will deduct Intangible Costs, depreciation and other deductible costs to the extent allowable under applicable federal income tax laws and regulations. Each Venturer will compute his or her depletion deduction individually. The Venture will file federal income tax returns that will be for information purposes only, and it will not pay federal income tax on the taxable income computed on that return. Each Venturer will be furnished either a copy of the Venture's federal income tax return or extracts of information therefrom suitable for his or her use in the preparation of his or her individual income tax return, and each Venturer will include in his or her individual federal income tax return his or her allocable share of the Venture taxable income (whether or not distributed) or loss, as computed on the federal income tax return of the Venture.

Each Venturer is required to treat Venture items on his or her return consistently with the treatment on the Venture's return unless the Venturer files a statement with the Service identifying the inconsistency. If a Venturer fails to satisfy these requirements the Service may assess any deficiency attributable to any computational adjustment required to make the treatment consistent with the Venture return without commencement of a Venture proceeding or notification to the Venturer that the inconsistent item will be treated as a non-venture item.

If a Venturer sells an interest in the Venture, the selling Venturer must promptly notify the Venture of such transfer. The Venture is required to file a return for the year of the sale setting forth the name and address of the selling Venturer and the transferee. By regulation the Secretary of the Treasury may require other information and establish rules regarding the time and manner for filing this return. The Venture must also furnish the information shown on the return to the persons named therein. A penalty may be imposed for failure to give notice, file the return or furnish information in a timely manner.

Venturers Required to Maintain Information. Venturers are required to maintain records concerning their share of the basis of oil and gas properties and the related depletion allowances. The Venture will allocate the adjusted basis of each oil and gas property to the Venturers as set forth in the Joint Venture Agreement, and provide a report of such allocation to each Venturer, who then must keep his or her own records.

Possible Changes in Federal Tax Laws. The statutes and regulations with respect to all of the foregoing tax matters are subject to continual change by Congress and the Department of Treasury. Similarly, interpretations of these statutes and regulations may be modified or affected by judicial decision or administrative interpretations by the Department of Treasury. Any such change may have an effect on the discussion set forth above.

Furthermore, in recent years there have been a number of other proposals made in Congress by government agencies and the executive branch of the federal government for changes in federal income tax laws. There have recently been some legislative proposals specifically concerning the tax treatment of exploring for and producing oil and gas, and some of those proposals reduce or eliminate some of the tax benefits described in this Memorandum.

In addition, the Service has proposed and is still considering changes in regulations and procedures, and numerous private interest groups have lobbied for regulatory and legislative changes in federal income taxation. Many of such proposals might, if adopted, have the overall effect of reducing the tax benefits presently associated with participating in partnerships such as the Venture.

It is likely that further proposals will be forthcoming or that previous proposals will be revived in some form in the future. It is impossible to predict with any degree of certainty what past proposals may be revived or what new proposals may be forthcoming, the likelihood of adoption of any such proposals, the likely effect of any such proposals upon the income tax treatment presently associated with oil and gas ventures, investments, or the Venture, or the effective date of any legislation which may derive from any such past or future proposals.

CONSULTATION WITH PERSONAL TAX ADVISORS. THE FOREGOING ANALYSIS IS INTENDED FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED AS A SUBSTITUTE FOR CAREFUL TAX PLANNING. EACH PROSPECTIVE VENTURER IS URGED TO CONSULT HIS OR HER OWN TAX ADVISOR CONCERNING (I) THE APPLICABILITY TO AND AFFECT ON HIM OR HER OF THE UNITED STATES INCOME TAX LAWS AND THEIR ADMINISTRATION, AND (II) THE APPLICABILITY TO AND EFFECT ON HIM OR HER OF STATE, LOCAL AND FOREIGN TAX LAWS AND THEIR ADMINISTRATION.

ANY TAX BENEFITS OF OIL AND GAS EXPLORATION DO NOT ELIMINATE THE RISKS.

COMPETITION, MARKETS AND REGULATION

<u>Competition</u>. The oil and gas industry is highly competitive. The Venture will encounter frequent and intense competition from both major oil companies and other independent operators in its effort to secure the equipment necessary in the drilling. testing and completion of the Wells. Many of such competitors have financial resources and staff larger than those available to the Venture.

<u>Markets</u>. The ability of the Venture to market oil and gas found and produced, if any, will depend on numerous factors beyond its control, the effect of which factors cannot be accurately predicted or anticipated. These factors include the availability of other domestic and foreign production, the marketing of competitive fuels, the proximity and capacity of pipelines, fluctuations in supply and demand, the availability of a ready market and the effect of federal and state regulation of production. There is no assurance that the Venture will be able to market any oil or gas found by the Venture at favorable prices, if at all.

<u>Regulation</u>.

General. The Venture's Operations may be affected from time to time in varying degrees by political developments and federal and state laws and regulations. In particular, oil and natural gas production operations and economics are or have been affected by price control, tax and other laws relating to the oil and gas industry, by changes in such laws and by changing administrative regulations. There are currently no price controls on oil or gas condensate. To the extent price controls remain applicable after the enactment of the Natural Gas Wellhead Decontrol Act of 1989, the Managing Venturer is of the opinion that such controls will not have a significant impact on the prices received by the Venture for natural gas produced in the near future.

Legislation affecting the oil and natural gas industry is under constant review for amendment or expansion, frequently increasing the regulatory burden. Also, numerous departments and agencies, both federal and state, are authorized by statute to issue and have issued rules and regulations binding on the oil and gas industry and its individual members, compliance with which is often difficult and costly and certain of which carry substantial penalties for the failure to comply. The Managing Venturer cannot predict how existing regulations may be interpreted by enforcement agencies or the courts, nor whether amendments or additional regulations will be adopted, nor what effect such interpretations and changes may have on the Venture's business or financial condition.

Federal Taxation. The federal government is continually proposing tax initiatives that may affect the oil and natural gas industry, including the Venture. Due to the preliminary nature of these proposals, the Venture is unable to determine what effect, if any, the proposals would have on product demand or the Venture's results of operations.

State Regulation. The states in which the Venture conducts activities regulate the drilling, operation and production of oil and natural gas Well, such as the method of developing new fields, spacing of Well, the prevention and clean-up of pollution, and maximum daily production allowable based on market demand and conservation considerations.

Environmental Regulation. Operations of the Venture will be subject to numerous and constantly changing federal, state and local laws and regulations governing the discharge of materials into the environment or otherwise relating to the protection of public health or the environment. These laws and regulations may require the acquisition of certain permits, restrict or prohibit the types, quantities and concentration of substances that can be released into the environment, restrict or prohibit activities that could impact wetlands, endangered or threatened species or other protected natural resources and impose

substantial liabilities for pollution resulting from the Venture's operations. Such laws and regulations may substantially increase the cost of doing business and may prevent or delay the commencement or continuation of a given project.

The Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), also known as the Superfund law, imposes liability, without regard to fault or legality of the original conduct, on certain classes of persons that are considered to have contributed to the release of hazardous substances into the environment. These persons include the owner or operator of the disposal site or site where the release occurred and companies that disposed or arranged for the disposal of the hazardous substances found at the site. Such persons are responsible for hazardous substances released into the environment and for damages to natural resources associated with such releases, and it is not uncommon for neighboring landowners and other third parties to file claims for personal injury and property damage allegedly caused by the hazardous substances released into the environment.

The discharge of oil, natural gas or other pollutants into the air, soil or water may give rise to claims against the Venture brought by either the government or third parties requiring the Venture to incur costs to remediate the discharge. Pollution and similar environmental risks generally are not fully insurable. The Venture does not believe that environmental risks are materially different from those of comparable companies in the oil and gas industry. Inasmuch as such laws and regulations are constantly revised, the Venture is unable to predict the ultimate cost it may incur as a result of compliance with present and future environmental laws and regulations.

In the opinion of the Managing Venturer the cost of compliance with such laws and regulations is not expected to be material. However, changes in existing environmental laws and regulations or in interpretations thereof could have a significant impact on the Operating Costs of the Venture, as well as the oil and natural gas industry in general.

No prediction can be made as to what additional legislation may be proposed, if any, affecting the competitive status of an oil and gas producer, restricting the prices at which a producer may sell its oil and gas, or the market demand for oil and gas, nor can it be predicted which proposals, including those presently under consideration, if any, might be enacted, nor when any such proposals, if enacted, might become effective. (All necessary permits for all Operations will be secured, or caused to be secured, by the Managing Venturer).

LEGAL PROCEEDINGS

The Managing Venturer is not aware of any material current or threatened litigation or administrative action involving the Joint Venture.

National Oil Projects LLC ("National") offers drilling programs in the form of joint venture general partnership interests to investing partners. Extensive federal court case histories support the proposition that in general, joint venture interests (being interests in general partnerships) are not "securities," as that term is defined under both federal and state law. However, courts in general will review each joint venture on its own merits and then determine whether the joint venture interests are or are not "securities." While National believes that its sponsored joint venture partnership interests are not securities, there has been no determination of that issue by a court. Thus, certain regulatory entities may take the position that the issue is open to interpretation. Because of this, National may be subjected to a challenge on this issue by the SEC and certain states in which investing partners reside.

FURTHER INFORMATION

National will make available to any potential Venturer, or his or her attorney, accountant, tax advisor or representative, any other information deemed necessary and appropriate by the potential Venturer, or such other person, if any, including geological information, to the extent such information is available to National or may be obtained by it without unreasonable cost or effort. Such information should not be relied upon unless same is in writing and signed by an officer of National.

Exhibits:

Exhibit A - Dexter 3-Peat Joint Venture Partnership Agreement
Exhibit B - Application Agreement
Exhibit C - Questionnaire
Exhibit D - Turnkey Drilling Contract

Exhibits B and C may be published in a separate booklet for ease of completion and execution.

EXHIBIT A

Dexter 3-Peat Joint Venture Partnership Agreement

JOINT VENTURE PARTNERSHIP AGREEMENT

OF

DEXTER 3-PEAT JOINT VENTURE

(A TEXAS JOINT VENTURE PARTNERSHIP)

THIS JOINT VENTURE PARTNERSHIP AGREEMENT is made and entered into effective December 5, 2024, by and among NATIONAL OIL PROJECTS LLC ("National"), a Mississippi limited liability company with offices and principal place of business at 4925 Greenville Ave, Ste. 510, Dallas, TX 75206, as the initial Managing Venturer, and all of the parties admitted to the Joint Venture created hereby as Joint Venturers, as provided herein. All capitalized terms used herein shall have the meaning assigned thereto in Section 1.7 hereof, unless otherwise defined elsewhere herein.

ARTICLE I

GENERAL

1.1: Formation of Joint Venture. The parties hereby form a joint venture partnership pursuant to the laws of the State of Texas, which shall be governed by this Agreement and the provisions of the Texas Business Organizations Code.

1.2: Managing Venturer. National shall be the initial Managing Venturer of the Joint Venture, and the address of such Managing Venturer is the address of National as designated above.

1.3: Name. The name of the Joint Venture shall be the "DEXTER 3-PEAT JOINT VENTURE". The name of the Joint Venture may be changed at any time and from time to time, or the Joint Venture may operate under different names in any jurisdiction in which the Joint Venture does business, as determined by Vote of the Venturers.

1.4: Principal Business. The purposes for which the Joint Venture is organized are:

(a) To acquire all or part of the Working Interest in up to three new oil and gas drilling prospects ("Prospect Wells") more fully described in the Memorandum (as defined herein), and relating to this Joint Venture.

(b) To acquire, drill, complete, develop, and operate the Prospect Wells, or any interest therein whether on its own behalf or in association with others as a joint venturer, partner or otherwise.

(c) To purchase, acquire, sell, dispose, explore, operate and produce oil, gas, minerals and properties and all things incident to the Prospect Wells including, but not limited to the making of dry hole and bottom hole contributions, and with respect to the business of the Joint Venture, the construction and operation, alone or with others, of any project or operation incident to the Prospect Wells for the treatment or refining of oil, gas and minerals and for the construction of systems for the production, collection, storage, treatment or delivery of the same or the products thereof; and

(d) To perform any acts as the Joint Venture in its sole discretion determines to be necessary, desirable or convenient in accomplishing the foregoing purposes.

1.5: Principal Place of Business. The location of the principal place of business of the Joint Venture is 4925 Greenville Ave, Ste. 510, Dallas, TX 75206, or such other place or places as the Joint Venture is determined by the Managing Venturer. The place of residence of each Venturer shall be as set forth on his or her Execution Page and Power of Attorney attached hereto as Exhibit "A." All such addresses shall be subject to change upon notice pursuant to Section 11.1 hereof.

1.6: Term. The Joint Venture shall be effective from and after the date that first appears on this document. The Joint Venture shall terminate on the earlier to occur of:

(a) December 5, 2054.

(b) Such date as the Ventures, by Vote, may elect.

(c) The business of the Venture has ceased; or

(d) such date as is required by Section 9.1 hereof.

1.7: Definitions. For the purposes of this Agreement, the following terms shall have the meanings indicated:

"ADDITIONAL ASSESSMENT CONTRIBUTIONS" means with respect to any Participating Venturer the sum of the Additional Assessments paid by such Participating Venturer on his or her own behalf plus the Additional Assessments paid by such Participating Venturer on behalf of a Non-Participating Venturer.

"ADDITIONAL ASSESSMENTS" means assessments of Venturers requested by the Joint Venture to fund Subsequent Operations.

"ADJUSTED CAPITAL ACCOUNT DEFICIT" means, with respect to any Venturer, the deficit balance, if any, in such Venturer's Capital Account as of the end of the taxable year, after giving effect to the following adjustments: (a) credit to such Capital Account that amount which such Venturer is obligated to restore under section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, as well as any addition thereto pursuant to the next to last sentence of sections 1.704-2(g)(1) and (i)(5) of the Treasury Regulations, after taking into account there under any changes during such year in partnership minimum gain (as determined in accordance with section 1.704-2(d) of the Treasury Regulations) and in the minimum gain attributable to any Venturer for nonrecourse debt (as determined under section 1.704-2(i)(3) of the Treasury Regulations); and (b) debit to such Capital Account items described in sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations. This definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulation sections 1.704-1(b)(2)(ii)(d) and 1.704-2 and will be interpreted consistently with those provisions.

"AFFILIATE" with respect to the Managing Venturer means:

(a) any person or entity directly or indirectly owning, controlling, or holding, with power to vote, ten percent (10%) or more of the outstanding voting securities of the Managing Venturer.

(b) any entity, ten percent (10%) or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by the Managing Venturer.

(c) any person or entity directly or indirectly controlling, controlled by or under common control of the Managing Venturer.

(d) any officer, director, or partner of the Managing Venturer; and

(e) if the Managing Venturer is an officer, director or partner, any company for which the Managing Venturer acts in any such capacity.

For purposes of this Agreement, any partnership of which National is a general partner, or any joint venture in which National is a joint venturer, is an Affiliate of National.

"AGREEMENT" or "JOINT VENTURE AGREEMENT" means this Agreement between National as the Managing Venturer, and the Venturers, together with all amendments hereto.

"AMOUNT REALIZED" means the amount realized by the Joint Venture for federal income tax purposes on a sale of a Joint Venture oil and gas property.

"CAPITAL ACCOUNTS" means with respect to any Venturer, the capital account maintained for such Venturer pursuant to Section 8.1 hereof.

"CAPITALIZATION PERIOD" means the period of time during which Venturers shall be accepted and initial capitalization amounts will be received, up to and including March 15, 2025, unless extended by the Managing

Venturer for a period of not more than one hundred twenty (120) days; provided, however, that the Managing Venturer, in its sole and absolute discretion, may terminate the Capitalization Period at any time prior to such date.

"CODE" means the Internal Revenue Code of 1986, as from time to time amended and any federal legislation that may be substituted there for.

"COMPLETION" of a well is an indefinite term. In the context of the Venture, Completion shall mean the cleaning out of a well after reaching a specific depth, and/or conducting those processes or operations which the Managing Venturer decides to employ in a good faith effort to make a well capable of producing oil and/or gas in commercial quantities or determine that it will not produce oil and/or gas in commercial quantities. Such effort shall not require an obligation by the Managing Venturer or the Venture to attempt Completion in more than one potentially productive horizon or geological formation and does not include stimulation procedures or pumping or lifting equipment.

"FARMOUT" means an agreement whereby the Joint Venture would agree to assign its interest in a certain specific leasehold or a working interest owned by it to other parties, while retaining some part of its original interest (such as an overriding royalty interest, oil and/or gas payment, offset acreage, or other type of interest), subject to the drilling of one or more specified Well or other performance by the other parties as a condition of the assignment.

"GROSS ASSET VALUE" shall mean, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Venturer to the Venture shall be the gross fair market value of such asset, as determined by the contributing Venturer and the Venture;

(b) The Gross Asset Value of any Venture asset distributed to any Venturer shall be the gross fair market value of such asset on the date of distribution; and

(c) The Gross Asset Values of Venture assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code section 734(b) or Code section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treas. Reg. section 1.704-1(b)(2)(iv)(m) and Section 8.4.3(h); provided, however, that Gross Asset Values shall not be adjusted pursuant to this Subsection (d) to the extent the Managing Venturer determines that an adjustment pursuant to Subsection (b) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Subsection (d).

(d) If the Gross Asset Value of an asset has been determined or adjusted pursuant to Subsection (a) or (c), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"HOLDER OF RECORD" means the person in whose name any Unit is then registered on the books and records of the Joint Venture pursuant to Section 2.5 hereof.

"INITIAL JOINT VENTURE CAPITAL" means the total capital contribution to the Joint Venture actually paid by the Managing Venturer and Venturers as represented by Units but excluding Additional Assessments.

"INITIAL OPERATIONS" means any Joint Venture activity commenced in connection with the acquisition of the Venture's interest in the Lease and the drilling and completion of the Prospect Wells and the production of oil and/or gas there from, if any. The term "INITIAL OPERATIONS", however, does not include deepening, plugging back, side tracking, or any activities to complete the well in more than one zone, the installation of any pumping equipment all of which are covered by "Special Assessments".

"LEASE" means the oil, gas or mineral lease more specifically referred to in the Memorandum.

"TURNKEY DRILLING CONTRACT" shall mean the agreement to be entered into by and between National, in its individual capacity, and the Venture providing for the obligation of the Managing Venturer to bear the costs of drilling, testing and completing the Prospect Wells at the Turnkey Price.

“ TURNKEY PRICE” shall mean the amount to be paid by the Venture to National, to perform the Turnkey Drilling Contract.

“LIQUIDATOR” means the Liquidating Trustee(s) designated in Section 9.3 hereof to handle the liquidation of the Joint Venture.

“MANAGING VENTURER” means the person or entity appointed to act in the capacity of the managing joint venturer of the Joint Venture. The initial Managing Venturer shall be National.

“MEMORANDUM” means the Confidential Information Memorandum, dated December 5, 2024, to which a copy of this Agreement is annexed.

“NET CASH FLOW” means monies available from the operation of the Joint Venture without deduction for depreciation but after deducting monies used to pay or establish a reserve for all other expenses, debt payments, improvements and repairs related to the Operation and administration of the Joint Venture all as determined by the Managing Venturer.

“NET PROCEEDS” means the amount realized by the Joint Venture on the disposition of a Joint Venture property, less all fees, costs or expenses paid or to be paid with respect thereto and the amount of indebtedness (if any) of the Joint Venture paid or to be paid from such monies.

“NON-PARTICIPATING VENTURER” means any Venturer who fails to contribute Special Assessments, or Additional Assessments.

“NONRECOURSE DEDUCTIONS” shall have the meaning set forth in Treas. Reg. section 1.704-2(b)(1).

“NONRECOURSE LIABILITY” shall have the meaning set forth in Treas. Reg. section 1.704-2(b)(3).

“OPERATIONS” shall mean any Joint Venture activity related to (i) acquiring the Prospect sites; (ii) drilling, testing, completing, equipping, reworking, deepening, capping or plugging the Prospect Wells; (iii) installing pumping, production, processing, gathering and/or transporting facilities to produce, process, gather, and/or transport any oil or gas produced from the Prospect Wells; (iv) conducting any secondary recovery operation on or with respect to the Prospect; or (v) conducting any activity incident to the foregoing as may be deemed necessary by the Venturers in furtherance of a Joint Venture purpose.

“PARTICIPATING VENTURER” means any Venturer, including the Managing Venturer, electing pursuant to the provisions of Sections 2.09 or 2.10 to contribute Special Assessments or Additional Assessments with respect to any particular action covered by Special Assessments or a Subsequent Operation, and/or any additional Venturers admitted to the Joint Venture to contribute Additional Assessments with respect to any particular Subsequent Operation on behalf of a Non-Participating Venturer.

“PARTNER NONRECOURSE DEBT MINIMUM GAIN” shall mean an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treas. Reg. section 1.704-2(i).

“PARTNER NONRECOURSE DEBT” shall have the meaning set forth in Treas. Reg. section 1.704-2(b)(4).

“PARTNER NONRECOURSE DEDUCTIONS” shall have the meaning set forth in Treas. Reg. sections 1.704-2(i)(1) and 1.704-2(i)(2).

“PARTNERSHIP MINIMUM GAIN” shall have the meaning set forth in Treas. Reg. sections 1.704-2(b)(2) and 1.704-2(d).

“PROFITS” and “LOSSES” means, for each fiscal year or other period, an amount equal to the Venture's taxable net income or loss for such year or period, determined in accordance with Code section 703(a) (for this

purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Such Profits and Losses will be computed as if items of tax-exempt income and nondeductible, noncapital expenditures (under Code sections 705(a)(1)(B) and 705(a)(2)(B)) were included in the computation of taxable income or loss.

(b) Any expenditures of the Venture described in Code section 705(a)(2)(B) or treated as Code section 705(a)(2)(B) expenditures pursuant to Treasury Regulation section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses, shall be subtracted from such taxable income or loss.

(c) In the event the Gross Asset Value of any Venture asset is adjusted pursuant to Subsection (b) or (c) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses.

(d) Credits or debits to Capital Accounts due to a revaluation of Venture assets in accordance with Regulation section 1.704 1(b)(2)(iv)(f), or due to a distribution of noncash assets, will be taken into account as gain or loss from the disposition of such assets for purposes of computing Profits and Losses.

(e) To the extent an adjustment to the adjusted tax basis of any Venture property pursuant to Code section 734(b) is required, pursuant to Regulation section 1.704-(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Venturer's interest in the Venture, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the property) or loss (if the adjustment decreases such basis) from the disposition of such property and shall be taken into account for purposes of computing Profits or Losses.

(f) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year, computed in accordance with the definition of "Depreciation"; and

(g) Notwithstanding anything in this definition of the terms "Profits" and "Losses" to the contrary, any items that are specially allocated pursuant to this Agreement shall not be taken into account in computing Profits or Losses.

"SUBSEQUENT OPERATIONS" means activities not part of Initial Operations that the Managing Venturer deems necessary to further develop the Prospect Wells subsequent to the drilling or Completion of the Prospect Wells.

"SUBSTITUTE VENTURER" means any person not previously a Venturer who purchases Units from a Venturer in accordance with the terms of this Agreement. After admission, all Substitute Venturers shall have all of the rights of a Venturer.

"TBOC" means the Texas Business Organizations Code, as from time to time amended.

"TREAS. REG.," "TREASURY REGULATION" or "REGULATION" shall mean the income tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"UNITS" means interests in the Joint Venture authorized in accordance with the provisions of Article II hereof and allocated to the Venturers as shown on the books and records of the Joint Venture on the date of the event for which such Units are to be computed.

"VENTURE" or "JOINT VENTURE" means this Joint Venture formed under Texas law and governed by this Agreement and the Texas Business Organizations Code. The Joint Venture will not commence Initial Operations until the Venture has reached minimum capitalization.

"VENTURERS" means all persons or entities that are a party to this Agreement and participate in Units and are accepted as Venturers pursuant to this Agreement. The term "VENTURER" refers to any Venturer or to the

Managing Venturer of the Joint Venture, as the context requires. Venturers are considered general partners under the Texas Business Organizations Code.

"VOTE" refers to the right of the Venturers, subject to all limitations set forth in the Joint Venture Agreement, to decide any matter that may be submitted for decision by the Venturers in accordance with the express written terms of the Joint Venture Agreement or under provisions of the TBOC. Each Venturer, including the Managing Venturer, shall be entitled to cast one vote for every Unit held of record by him (her) on the date when notice is given for a matter to be voted upon. Except as otherwise expressly provided in the Joint Venture Agreement, a Vote of the Venturers owning fifty one percent (51%) of the Units shall be sufficient to pass and approve any matter submitted to a Vote.

ARTICLE II

VENTURERS, CAPITALIZATION AND ASSESSMENTS

2.1: Managing Venturer. National shall be the initial Managing Venturer of the Joint Venture. The Joint Venture and all of its affairs, property, business, and Operations shall be managed and controlled by a majority of the Venturers. The Venturers expressly delegate the authority to accept the original members of the Joint Venture partnership and the management of the day-to-day Operations of the Joint Venture to the Managing Venturer. It is agreed by the Venturers that the officers of the Managing Venturer shall also be officers of the Joint Venture.

2.2: Venturers. The Venturers of the Joint Venture shall be those persons participating in the Joint Venture as hereinafter authorized and provided and defined as Venturers herein.

2.3: Participating in Units by Managing Venturer. The Managing Venturer may:

(a) Acquire Units pursuant to Section 2.4 hereof; or

(b) Purchase Units of selling Venturers pursuant to Article VI hereof.

2.4: Authorized Units. The interests of the Venturers in the Joint Venture shall be represented by Units, and there are hereby authorized a total of up to seventy five (75) Units and such additional units as may in the discretion of the Managing Venturer be necessary to purchase Working Interests if available.

2.4.1: Applications by Proposed Venturers. During the Capitalization Period, the Managing Venturer shall have the right to admit to the Joint Venture as Venturers those persons who are acceptable to the Managing Venturer and who otherwise satisfy the requirements of this Agreement. The Managing Venturer may, in its sole discretion, decline to admit any person or persons as a Venturer for any reason whatsoever. All applications that are rejected shall be returned to the person submitting such funds together with all funds tendered, without interest. Persons whose applications are accepted by the Managing Venturer will be admitted as Venturers in the order that their applications are accepted and payment is received by the Managing Venturer until the initial capitalization is complete. Each Venturer, upon signing this Agreement, hereby Votes to admit all initial Venturers whose applications have been so accepted. When the Joint Venture begins Initial Operations, interest earned on application funds will be allocated in accordance with Article VIII hereof.

2.4.2: Time of Admission. A person shall be deemed to have been admitted as a Venturer:

(a) On the date this Agreement is fully executed by the Managing Venturer and all Venturers; or

(b) If applicable, on the first day of the calendar month after which a Venturer is accepted in accordance with Article VI herein.

2.4.3: Contribution Per Unit. The amount contributed for each Unit shall be $135,000 total. The amount so contributed by each Venturer shall be payable entirely in cash.

2.4.4: Execution by Venturers. By executing the Application Agreement attached to the Memorandum, each Venturer agrees to contribute to the capital of the Joint Venture the amount shown in his or her Application Agreement.

2.4.5: Minimum Venturer's Initial Capital. Applications to participate in Units will be accepted by the Managing Venturer, in its sole discretion, during the Capitalization Period until applications for the aggregate

Venturer's Initial Unit Contributions of $10,125,000 exclusive of the Managing Venturer's capital contribution, have been received and accepted. When a capitalization amount representing payment for One Unit (“Minimum Capitalization”) has been received and accepted, the Venture may begin utilizing the capital of the Venture for Venture purposes. In the event applications for the Minimum Capital have not been received and accepted prior to the close of the Capitalization Period, all funds received by the Managing Venturer will be returned in full, without interest.

2.4.6: Contributions to Capital by Managing Venturer. Upon the admission of all Venturers, the Managing Venturer will not contribute any capital to the Venture but will receive a one percent (1%) interest in the Joint Venture as partial consideration for being the Managing Venturer.

2.5: Registration. Upon the admission of a person as a Venturer, such person shall be registered on the records of the Joint Venture as a Venturer and a Holder of Record, together with his or her address and the Unit(s) representing his or her aggregate contribution to Joint Venture capital. Upon the assignment of a Unit pursuant to the terms of Article VI hereof, the assignee of such Unit shall be registered on the records of the Joint Venture as a Holder of Record, together with his or her address and the Unit(s) representing his or her or his or her transferor's aggregate contribution to Joint Venture capital.

2.6: Rights of Holders of Record. A Holder of Record shall be entitled to all distributions and all allocations of Net Cash Flow, Net Proceeds, Amount Realized and Federal Income Tax Items with respect to Unit(s) registered in his or her name in the manner specified in Section 8.6 until his or her rights in such Unit(s) have been transferred and the Managing Venturer has been notified as required herein. The payment to the Holder of Record of any allocation or distribution with respect to such Unit(s) shall be sufficient to discharge the Joint Venture's obligation in respect thereto.

2.7: Initial Capital Contributions. The Joint Venture shall have as its initial capitalization an amount equal to the Venturer's initial capital plus the Managing Venturer's initial capital contribution, plus interest earned on funds pending completion of the initial capitalization. Failure by a Venturer to pay all of his or her agreed participation amount as reflected in the Application Agreement shall result in the forfeiture of such Venturer's interest in the Venture, without refund of amounts previously paid.

2.8: Special Assessments.

2.8.1: Special Assessment by Joint Venture. Special Assessments may be requested by the Venture in the event the Venture votes to:

(i) Deepen a Wellbore;

(ii) Sidetrack a Wellbore if conditions or situations are encountered which render further drilling impractical or permits Operator to abandon the well;

(iii) Plug back a Wellbore and attempt completion in a different zone;

(iv) Conduct any activity for the purpose of enhancing production;

(v) Install tubing with increased production capacity;

(vi) Install pumping equipment;

(vii) Install pipelines;

(viii) Install any type of gas treatment facilities or production facilities; or

(ix) Complete any zones in addition to the first completion.

2.8.2: Time of Payment. The request for Special Assessments shall be in writing and shall set forth the particulars with respect to the estimated costs thereof, and the Venturers will have seven (7) business days (forty eight (48) hours if the rig is on location) from the date of delivery of a notice by telegram or overnight delivery to make the requested additional contribution.

2.8.3 Failure to Contribute All Special Assessments. A Venturer shall initially have no obligation to pay any of the requested Special Assessments. If a Venturer elects not to pay any Special Assessment, or if a Venturer agrees to pay any portion of a Special Assessment with respect to any particular matter covered by Special Assessments as provided above and fails to contribute his or her entire proportionate share of all Special Assessments called for by the Joint Venture with respect to such matters, within the time specified in any request there for, such Venturer shall thereby be deemed to have abandoned all of his or her interest and rights relating to the Venture.

2.8.4 Contribution by Managing Venturer. The Managing Venturer shall have the right to pay the Special Assessment of any Non-Consenting Venturer and succeed to all rights of, including the Unit(s) purchased by, the Non-Participating Venturer.

2.8.5 Contribution by Other Venturers. If the Managing Venturer declines or is unable to pay all or any part of the Special Assessment of a Non-Consenting Venturer, the Venturers who have contributed their Special Assessment may contribute the Special Assessment of such Non-Consenting Venturer pro rata or in such other proportion as may mutually be agreed upon by the Venturers participating in the payment of the Special Assessment of such Non-Consenting Venturer. The Venturers that pay all or a part of such Special Assessment shall succeed to all rights of the Non-Consenting Venturer in such Units in the proportion in which they have paid the Special Assessment of such Non-Consenting Venturer.

2.8.6 Sale of Abandoned Units. If all Special Assessments are not paid by the Managing Venturer or the Venturers, the Venturers shall be conclusively deemed to have consented to the sale by the Joint Venture of any abandoned Unit(s) or part thereof to, and the admission of, persons as Venturers as may be necessary to provide the capital required by the Joint Venture to fund the activity for which the Special Assessment was called.

2.8.7 Other Sources of Funds. The Managing Venturer shall have the right but not the obligation to secure the necessary funds from other sources including loans (subject to approval by a Vote of the Venturers), and if such funds are not obtainable, the Joint Venture may abandon the Initial Operations to which such Special Assessment relates.

2.9: Additional Assessments. The Joint Venture may request Additional Assessments if it determines that Subsequent Operations are desirable in order to more fully develop the Prospect. A Venturer Votes for the Subsequent Operation by contributing his or her assessment. A Venturer shall initially have no obligation to pay any of the requested Additional Assessments. If a Venturer agrees to pay any portion of an Additional Assessment with respect to any particular Subsequent Operation and fails to contribute his or her entire proportionate share of all Additional Assessments called for by the Joint Venture with respect to such Subsequent Operation, within the time specified in any request therefore, such Venturer shall thereby be deemed a Non-Participating Venturer with respect to such Subsequent Operation only.

2.9.1: Notice of Assessment. As the Joint Venture recommends each Subsequent Operation, the Managing Venturer will give notice, in writing, to each Venturer stating the nature and purpose of the proposed expenditure, and will attach an estimate of the complete cost of such Subsequent Operation and such Venturer's proportionate share of the total Additional Assessment. The Managing Venturer may request payment in full of such amount or payment of any portion thereof. The estimate shall not constitute a limit as to the total Additional Assessments with respect to such Subsequent Operation.

2.9.2: Election to Participate by Venturers. Venturers may elect to be Participating Venturers with respect to any particular Subsequent Operation. This election can be made by either of the following means;

(a) mailing a check in payment of the Additional Assessment to the Managing Venturer by United States certified mail, return receipt requested, postmarked no later than fifteen (15) business days (48 hours if the rig is on location) after the date on which notice of the Additional Assessment was sent by the Managing Venturer (provided (i) that the envelope in which such check is mailed bears the correct address of the Managing Venturer as provided in this Agreement, and (ii) that such envelope bears the proper amount of postage to effect timely delivery); or

(b) actual delivery of a check-in payment of the Additional Assessment to the office of the Managing Venturer no later than 4:00 p.m. on the twentieth (20th) day after the date on which notice of the Additional Assessment was sent by the Managing Venturer.

It is further provided that the check in payment of the Additional Assessment must "clear" the bank on which it is drawn on the first attempt to present such check for payment. Failure of the check to 'clear" or "be honored by" the bank on which it is drawn will result in the maker of such check being a Non-Participating Venturer.

2.9.3: Funds to Replace Those of Non-Participating Venturers. If less than one hundred percent (100%) of the Venturers pay the Additional Assessments for Subsequent Operations, the Managing Venturer shall have the option, in the exercise of its sole and absolute discretion to:

(a) Pay the Non-Participating Venturer(s)' unpaid portion of such Additional Assessment and be entitled to receive the Non-Participating Venturer(s)' allocable shares of Profits and Losses attributable to the Venture pursuant to Section 8.3.2 below;

(b) Allow any or all Participating Venturers to pay the Non-Participating Venturer(s)' unpaid portion of such Additional Assessment and therefore be entitled to receive the Non-Participating Venturer(s)' allocable shares of Profits and Losses attributable to the Non-Participating Venturer(s) interest in the Venture pursuant to Section 8.3.2 below.

(c) Offer Units of the Subsequent Operation to persons (other than the Venturers), who shall upon payment of such assessment, be deemed to be additional Venturers and Participating Venturers with respect to the Non-Participating Venturer(s) interest in the Venture.

(d) Abandon the Subsequent Operation for which such Additional Assessment was requested, refund the Additional Assessment proceeds previously paid by the Venturers and abandon the Prospect Wells.

2.10: Return of Capital. No Venturer has the right to require the return of all or any part of his or her capital contribution(s) or a distribution of any property from the Joint Venture prior to its termination and dissolution as provided herein.

2.11: Interest on Capital. No interest shall be payable on any capital contributions made to the Joint Venture or on any Capital Account.

2.12: Liability for Continuing Obligations. As joint venturers, each Venturer has all of the rights, obligations, and liabilities under the TBOC, including joint and several liability for all of the debts, obligations, acts, omissions, risks and liabilities of the Joint Venture. Certain assessments, subject to appropriate Vote, may be made to meet Joint Venture obligations, as herein described. Upon the death, disability or other change in circumstances of a Venturer prior to completion of such Venturer's obligations to complete certain payments pursuant to this Section, such Venturer's estate, legal representative or successor shall have the status of the Venturer and of such Venturer's rights and responsibilities.

ARTICLE III

MANAGING VENTURER

3.1: Rights and Duties. The Joint Venture and all of its affairs, property, business, and Operations shall be managed and controlled collectively by the Venturers. The Venturers expressly delegate management of the day-to-day Operations of the Joint Venture to the Managing Venturer. Officers and managers of the Managing Venturer will also be officers of the Joint Venture.

3.2: Reimbursement and Compensation to the Managing Venturer. The Managing Venturer shall receive as full and complete compensation for its services as managing venturer the following amounts:

3.2.1: Monthly Reimbursement to Managing Venturer. The Managing Venturer shall receive, on a monthly basis, a reimbursement from the Joint Venture for its General and Administrative Expenses (as defined in the Memorandum) allocable to the Joint Venture, in the amount of $2,500 per month in which Joint Venture owns an interest.

3.2.2: Management Fees. In consideration of the supervision and management of the affairs of the Joint Venture the Managing Venturer shall be compensated as set forth in the Memorandum.

3.2.3: Participation in Revenues. The Managing Venturer will be entitled to receive the allocations of Profits and Losses and distributions as set forth in Article VIII.

3.3: Interest of the Managing Venturer in Certain Transactions. The Managing Venturer shall not be deemed to have received commissions, fees or other compensation paid to any firm, proprietorship, partnership or corporation that is an Affiliate, or in which the Managing Venturer, or any partner, officer, director or employee thereof or any member of any such person's respective immediate family, owns a beneficial interest. Nothing contained in this Agreement shall be deemed to:

(a) Restrict the right of the Managing Venturer or any Affiliate to be reimbursed for sums actually expended in conducting the business of the Joint Venture.

(b) Restrict the right of the Managing Venturer or any Affiliate to receive the income or distributions to which they would otherwise be entitled as the Managing Venturer or a Venturer under the terms of this Agreement; or

(c) Prevent or restrict the Managing Venturer, or any Affiliate from obtaining or sharing in all or any part of any commissions or other sums payable in connection with any property purchased or sold by the Joint Venture.

ARTICLE IV

MANAGEMENT AND OPERATION

4.1: Management. The Joint Venture and all of its affairs, property, business, and Operations shall be managed and controlled collectively by all the Venturers; provided, however, that the Venturers expressly delegate management of the day-to-day Operations of the Joint Venture to the Managing Venturer. With respect to the purposes for which this Joint Venture is organized and without limiting the generality of its powers, and the definition of Operations hereunder, the Managing Venturer is hereby expressly vested with the full and plenary power to:

(a) Retain or act as operator(s) and to cause such operator(s) to drill, complete, equip, test, rework, operate, and if necessary, plug and abandon the Prospect Wells of the Joint Venture;

(b) Conduct seismographic surveys and other geological operations and services;

(c) Execute and deliver any and all contracts and agreements, including purchase, joint venture, Farmout and operating agreements and turnkey contracts, binding the Joint Venture in furtherance of the business purposes of the Joint Venture;

(d) Execute and deliver, and receive or pay the consideration for, all deeds and assignments of properties or other interests transferred or acquired by the Joint Venture;

(e) Subject to an affirmative Vote by the Venturers, make all elections or decisions, and bind the Joint Venture thereby, that may be necessary or permissible in connection with any purchase, joint venture or Farmout agreement or other type of contract under which an interest in properties is to be acquired, operated, sold or assigned (subject to Venturer's approval) by the Joint Venture;

(f) Maintain leases in force and effect (including paying delay rentals);

(g) Execute and deliver all checks, drafts, or other orders for payment of funds belonging to the Joint Venture;

(h) Execute and deliver division orders, transfer orders, pooling orders, and assignments;

(i) Enter into and bind the Joint Venture in the execution of dry hole letters, bottom hole and acreage contribution agreements, and Farmouts, whether such agreements cover the assignment or transfer of properties or funds to or from the Joint Venture;

(j) Execute operating agreements whether or not the Joint Venture or the Managing Venturer may be designated as operator there under;

(k) Execute powers of attorney, consents, waivers and other documents that may be necessary before any court, administrative board or agency of any governmental authority, affecting the properties owned by the Joint Venture;

(l) Take and hold title to property, execute evidences of indebtedness or other obligations or instruments in its name or the name of a nominee all on behalf of the Joint Venture and with or without disclosing the true owner or party in interest thereto; provided, however, the Managing Venturer will use its best efforts to have title transferred to the Venture upon Completion of the Prospect Wells. The Joint Venture shall be solely entitled to all rights, titles and interests temporarily held by the Managing Venturer or nominee on behalf of the Joint Venture and solely liable for all expenses, costs and other obligations incurred in connection therewith. All such instruments so executed may be transferred into the name of the Joint Venture by assignment or otherwise or held in the name of the Managing Venturer or nominee as the Managing Venturer may determine; provided, always, that the Managing Venturer shall keep as part of the books and records of the Joint Venture and properly account on its books for each such contract, deed, note or other instrument indicating the nominal parties thereto, date thereof and general description of such document;

(m) In general, execute all instruments of any kind or character that may be necessary or appropriate in connection with the business of the Joint Venture. In addition, while the Venture has, based on currently available geological and geophysical information, selected an oil and gas leasehold interest for exploration and development, prior to the commencement of drilling activities, the Managing Venturer may review additional geological and geophysical data from other potential acreage and determine, subject to a contrary Vote, to explore and develop such other acreage in substitution for the drilling site described in supporting documents to the Memorandum. In the event that the Managing Venturer selects an alternative drilling site, Venturers will be appropriately notified, and the site will be located within the acreage designated on the geological map appended to the Memorandum, and the Managing Venturer believes that the geological considerations will be substantially the same (or more favorable) than the drilling site previously selected;

(n) Investigate, evaluate and subject to an affirmative Vote by the Venturers, acquire investment opportunities for the Joint Venture, to acquire on behalf of the Joint Venture oil, gas and mineral properties or other interests upon such terms as it deems advisable; and

(o) Utilize Venture funds from all sources to undertake any Operations necessary to protect, save, restore or preserve the Prospect Wells in the event of a natural occurrence or other emergency that requires such Operations to be performed before such time that a Vote of the Venturers may be taken and when the delay of such Operation may cause: (i) a significant increase in the cost of such Operations, (ii) Completion, Drilling or other future Operations to be unfeasible, (iii) the loss of the Venture's interest in the Prospect Wells or (iv) the Venture to be subject to liability to third parties.

4.2: Third Parties. No person dealing with the Managing Venturer shall be required to determine its authority to make any undertaking or to execute any instrument on behalf of the Joint Venture, nor to determine any fact or circumstance bearing upon the existence of such authority, and all such instruments or undertakings shall contain such provisions as the Managing Venturer deems expedient.

4.3: Obligations of the Managing Venturer as Joint Venture Manager. The Managing Venturer shall manage the Joint Venture affairs in a prudent and businesslike manner, and in accordance with good practices in the industry. The Managing Venturer at all times shall act in the best interests of the Joint Venture in fulfillment of the purposes herein expressed and shall in all instances notify the Venturers of any transaction entered into between the Joint Venture and National or any Affiliate.

4.4: Insurance Coverage. In order to protect Joint Venture assets, the Managing Venturer may procure or cause to be procured and maintain or cause to be maintained in force, or contract with others to obtain and maintain in force, such insurance as in its best judgment it deems prudent to serve as protection against liability for loss and damage that may be occasioned by the activities of the Joint Venture. The cost of obtaining such insurance shall be charged to and borne by the Joint Venture. The Managing Venturer shall not be liable to any Venturer for any loss that may be sustained by the Joint Venture because the Managing Venturer did not acquire or cause to be acquired any particular type of insurance.

4.5: Expenses. The Managing Venturer may charge to the Joint Venture and be reimbursed or pay out of Joint Venture funds, as and when available, all reasonable expenses incurred by the Managing Venturer in the operation of the Joint Venture including but not limited to expenses, charges and fees relating to:

(a) the acquisition, preservation or protection of the Joint Venture's property, including maintaining insurance thereon and protection of title thereto,

(b) the maintenance, operation or reworking of any Joint Venture property,

(c) travel expenses, professional fees, attorneys' fees and court costs,

(d) taxes on real or personal property owned by the Joint Venture,

(e) interest on any loan to the Joint Venture,

(f) normal closing costs (in the event of a sale or transfer of all or any part of the Joint Venture's property),

(g) expenses incurred in connection with the negotiation for, or consummation of financing or renewing, rearranging or refinancing any indebtedness on the Joint Venture's property,

(h) Operating Expenses (as defined in the Memorandum), and

(i) General and Administrative Expenses (as defined in the Memorandum).

4.6: Interpretation. If any provision of this Agreement is unclear or ambiguous in the opinion of the Managing Venturer, the Managing Venturer, in its sole and absolute discretion, shall have the right and power to interpret such provision in accordance with the purposes, and in the best interests of the Joint Venture and all the Venturers; provided, that the Managing Venturer may not interpret the provisions of Section 3.2 and Articles VIII and IX hereof so as to increase its compensation as set forth herein.

4.7: Reliance Upon Experts. The Managing Venturer may employ or retain such counsel, accountants, engineers, geologists, landmen, appraisers or other experts or advisors as it may reasonably deem appropriate for the purpose of discharging its duties hereunder, and shall be entitled to pay the fees of any such persons from the funds of the Joint Venture. The Managing Venturer may act and shall be protected in acting in good faith on the opinion or advice of, or information obtained from any such counsel, accountant, engineer, geologist, appraiser or other expert or advisor, whether retained or employed by the Joint Venture, the Managing Venturer, or otherwise, in relation to any matter connected with the administration or operation of the business and affairs of the Joint Venture.

4.8: Limitations on Venturer's Acts.

4.8.1: Prohibited Acts. The Venturers, including the Managing Venturer, are expressly prohibited from entering into any contract or other transaction that would:

(a) Result in possession of Joint Venture property or assignment of any rights in specific Joint Venture property, other than for a Joint Venture purpose; or

(b) Authorize the lending of Joint Venture funds to any partnership or joint venture in which the Managing Venturer or an Affiliate is a general partner or managing venturer.

4.8.2: Acts Requiring Unanimous Approval. Except by the unanimous Vote of the Partners, including the Managing Venturer, no Venturer has authority to:

(a) Assign the Joint Venture property in trust for creditors or on the assignee's promise to pay the debts of the Joint Venture;

(b) Dispose of the goodwill of the business;

(c) Do any other act which would make it impossible to carry on the ordinary business of the Joint Venture;

(d) Confess a judgment;

(e) Contravene this Agreement; or

(f) Submit a Joint Venture claim or liability to arbitration or reference.

4.9: Other Permissible Activities. No Venturer is prevented hereby from engaging in other activities for profit, whether in the oil and gas business or otherwise. The Venturers, including the Managing Venturer and its Affiliates, have and in the future may engage in other businesses including the organization and management of additional partnerships, limited partnerships, joint ventures, or corporations for the exploration of oil and gas and must necessarily divide their time between the business of the Joint Venture and their other activities. The Venturers, including the Managing Venturer and its Affiliates are hereby authorized, during the life of the Joint Venture, to acquire oil or gas interests or properties and not offer the same to the Joint Venture. Further, nothing herein shall prevent another partnership organized by the Managing Venturer or any Affiliate from acquiring a prospect that is in the same geographical reservoir as any Prospect owned by this Joint Venture.

4.10: Purchase of Oil and Gas Equipment from the Managing Venturer and Affiliates. The Joint Venture may purchase or acquire equipment necessary in the drilling, completion, and operation of Joint Venture Well from the Managing Venturer, or an Affiliate, and such equipment may be new or used.

4.11: Meetings. The Venturers may develop such rules and procedures they deem necessary, desirable or convenient to provide for meetings of Venturers to Vote, or to obtain the written Vote or consent of Venturers as to matters on which a Vote of the Venturers is sought. Such rules and procedures shall be in writing and shall provide for call and notice of meeting and quorum requirements (which shall be based on interests in the Joint Venture and shall require that Holders of Record of not less than fifty percent (50%) in interests (not in numbers) in the Joint Venture be present in person or by proxy). A copy of such rules and procedures shall be available for inspection by any Venturer at the principal place of business of the Joint Venture.

4.12: "Tax Matters Partner." The Managing Venturer shall be the "Tax Matters Partner" for purposes of partnership and Joint Venture proceedings as described in Subtitle F, Chapter 63, Subchapter C, of the Code. The Venturers agree to cooperate with the Managing Venturer and each other Venturer and to do or refrain from doing any and all things reasonably required to conduct such proceedings. The Venture shall reimburse the Tax Matters Partner for all costs and expenses incurred by it in performing its duties as such (including legal and accounting fees and expenses). Nothing herein shall be construed to restrict the Venture or the Managing Venturer from engaging an accounting firm or a law firm to assist the Tax Matters Partner in discharging its duties hereunder.

ARTICLE V

RIGHTS AND OBLIGATIONS OF VENTURERS; AMENDMENTS

5.1: Venturer's Delegation of Powers. At no time during the term of the Joint Venture shall a Venturer, other than the Managing Venturer, have the power to act on behalf of, sign for or bind the Joint Venture with respect to Operations of the Joint Venture.

5.1.1: Indemnity by Venturer. Each Venturer shall indemnify, defend, and hold harmless the Joint Venture and all other Venturers (including the Managing Venturer), their officers, directors, agents and attorneys, from and against any loss, claim, cause of action, item of damage, expense, and cost (including attorneys' fees and court costs), but only to the extent of his or her total capital contributions to the Venture, arising directly or indirectly out of:

(a) Any act of such Venturer that is inconsistent with the rights and authority delegated to the Managing Venturer; and

(b) Any misrepresentation made by a Venturer in the Application Agreement or elsewhere, any breach by a Venturer of any of his or her warranties, and any failure by him or her to fulfill any of his or her covenants or agreements set forth herein or elsewhere.

5.1.2: Indemnity by Managing Venturer. The Managing Venturer shall indemnify, defend, and hold harmless the Joint Venture and all Venturers, their officers, directors, agents and attorneys, from and against any loss, claim, cause of action, item of damage, expense, and cost (including attorneys' fees and court costs) arising directly or indirectly out of:

(a) Any willful or grossly negligent act of the Managing Venturer that is inconsistent with the rights and authority delegated to the Managing Venturer; and

(b) Any willful or grossly negligent misrepresentation made by the Managing Venturer, and any willful or grossly negligent failure by it to fulfill any of its covenants or agreements set forth herein or elsewhere.

5.1.3: Breach. Any action of a Venturer that is inconsistent with Section 5.1 hereof, shall:

(a) Constitute a breach of this Agreement on the part of the Venturer so acting;

(b) Render such Venturer subject to claims for damages asserted by the Joint Venture or the Venturers, as the case may be, to all rights of indemnification in favor of the Joint Venture and all of the Venturers as set forth in this Agreement; and

(c) Constitute grounds for the expulsion of such Venturer from the Joint Venture, in the discretion of the Managing Venturer or based upon a Vote.

5.2: Rights of Venturers. A Venturer shall have all the rights and obligations granted to a general partner and joint venturer under the TBOC, subject to the terms and provisions in this Agreement, except those matters set forth in Section 1522 of the TBOC.

5.3: Proposal of Amendments. Amendments to this Agreement may be proposed by either the Managing Venturer or, subject to Section 4.11 hereof, by Venturers owning not less than ten percent (10%) of all Units outstanding. Proposed amendments, subject to the conditions set forth in Section 5.5 hereof, may concern any Article of this Agreement.

5.4: Procedure to be Followed. Following any proposal of an amendment pursuant to Section 5.3 hereof, the Managing Venturer shall, within fifteen (15) days after receipt thereof, submit to all Venturers a verbatim statement of the proposed amendment. All proposed amendments, whether proposed by the Managing Venturer or by Venturers owning not less than ten percent (10%) of the Units, shall be submitted to the Venturers for a Vote, within thirty (30) days after the date of mailing of such notice. For purposes of obtaining a written Vote, the Managing Venturer may require response within a specified time. Any Venturer failing to notify the Managing Venturer of his or her support for or opposition to the amendment within the specified time shall be conclusively deemed to have opposed the amendment.

5.5: Amendments Not Allowable. No amendment shall change the contributions of the Venturers required herein or retroactively adversely affect the rights and interests of any Venturer, including the Managing Venturer, including any change in the allocations set forth in Articles VIII and IX hereof without affirmative written consent.

5.6: Meetings of Venturers. Subject to the requirements of Section 4.11 hereof, meetings of the Venturers may be called by the Managing Venturer and shall be called by it upon the written request of Venturers holding ten percent (10%) or more of the Units. The call will state the nature of the business to be transacted, and no other business will be considered. Venturers may Vote in person or by proxy at any such meeting.

5.7: Removal of Managing Venturer. Subject to the requirements of Section 4.11 hereof, a Vote of fifty one percent (51%) in interest of the Venturers shall have the right to remove the Managing Venturer and substitute a new managing venturer to carry on the day-to-day Operations of the Joint Venture. The removal of the Managing Venturer shall not be retroactively effective.

5.8: Rights of the Managing Venturer Upon Removal. In the event the Managing Venturer is removed in accordance with Section 5.7 hereof, or the Managing Venturer withdraws or ceases to be a Venturer by operation of law,

or otherwise, the removed Managing Venturer shall select an independent engineering firm to value the removed Managing Venturer's interest in the Joint Venture at its then present fair market value. In determining the fair market value of the Managing Venturer'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 managing venturer or the Joint Venture may purchase for cash all or a portion of the interest of the removed Managing Venturer for the value determined by the independent engineering appraisal. The interest of the removed Managing Venturer not purchased by the incoming Managing Venturer or the Joint Venture shall be assigned to the removed Managing Venturer by the Joint Venture and the removed Managing Venturer shall thereafter have no further interest in the Joint Venture, except as to the interest so assigned to it. Further, upon removal or withdrawal, the Managing Venturer shall be released and indemnified from all liabilities arising after the Managing Venturer ceases to be Managing Venturer.

ARTICLE VI

TRANSFER AND ASSIGNMENT OF UNITS

6.1: By Managing Venturer. The Managing Venturer may not, without the consent of fifty one percent (51%) in interest of the Venturers, sell, transfer or assign its Managing Venturer's interest in the Joint Venture; provided, however, that the Managing Venturer and any Affiliate, without the consent of the Venturers, may at any time sell, transfer or assign any Unit(s) then held by them as a Venturer, subject to this Article VI. Purchasers of Units from the Managing Venturer or such Affiliates shall be admitted as Substitute Venturers.

6.2: By Venturers. No Venturer (except a Venturer who sells his or her Units to the Managing Venturer) may sell or transfer all or any part of his or her Unit(s) until he or she shall first comply with the provisions of this Section; provided, however, that any sale, assignment or other transfer to Venturer's parents, spouse, siblings or children (either natural or adoptive) or to any trust of which the primary beneficiaries are the Venturer, his or her parents, spouse, siblings or children shall not be subject to the restrictions on transfer set forth in this Section 6.2.

6.2.1: Notice Required. Such selling Venturer shall deliver to the Managing Venturer a written notice (the “Notice”) in which he or she shall:

(a) state his or her intention to sell or dispose of his or her Unit(s) or a part thereof;

(b) state the price and terms of the best bona fide offer he or she has received for the purchase of such Unit(s) and the name and address of the offeror(s) making such offer; and

(c) offer to sell such Unit(s) to the Managing Venturer on the same terms and conditions at any time within twenty (20) days after the delivery of such written notice.

6.2.2: Option. At any time during the twenty (20) day period after the delivery of the Notice, the Managing Venturer shall have the right and option to purchase the Unit(s) so offered by the selling Venturer, and if the Managing Venturer shall decline such purchase, then the remaining Venturers shall have such option for an additional twenty (20) days, on the terms and for the price set forth in the Notice. If the option is not exercised by the Managing Venturer or the remaining Venturers, the selling Venturer may within thirty (30) days, subject to the other provisions of this Agreement, sell the Unit(s) designated in the Notice but only in accordance with the terms stated in the Notice. If the sale is not completed within such thirty (30) day period, the Notice shall be deemed to have expired and a new Notice and option shall be required before any sale or disposition is made of the Units of the selling Venturer. No sale pursuant to this section may occur unless:

(a) the purchaser of such Unit(s) is a qualified purchaser and is approved as such by a Vote of the Venturers and in accordance with the suitability standards originally applied by the Managing Venturer to initial Venturers;

(b) the sale, transfer, assignment, and conveyance is expressly made subject to the provisions of this Agreement;

(c) the purchaser assumes all of the obligations of the selling Venturer under this Agreement (including the execution of a power of attorney to the Managing Venturer); and

(d) the selling Venturer or purchaser delivers to the Managing Venturer the opinion referred to in Section 6.7.

6.2.3: Assignment of Venturer's Interest. Unless a Venturer is admitted as an additional Venturer, a conveyance by a Venturer of his or her interest in the Joint Venture does not of itself require winding up of the Joint Venture, nor, as against the other Venturers, entitle the assignee, during the continuance of the Joint Venture, to interfere in the management or administration of the Joint Venture business or affairs. Such Conveyance merely entitles the assignee to receive in accordance with his or her contract the profits to which the assigning Venturer would otherwise be entitled and, for any proper purpose, to require reasonable information or account of Joint Venture transactions and to make reasonable inspection of the Joint Venture books.

6.2.4: Expenses. The Joint Venture may charge and receive from the selling Venturer an amount not exceeding $1,000 to defray its costs and expenses, including attorney's fees, in effecting the transfer and registration on its books of such Unit(s) thus sold.

6.2.5: Offer to Venturers. In the event that a Venturer, other than the Managing Venturer or an Affiliate to the extent it holds Unit(s), desires to sell his or her Unit(s) and has not received an offer to purchase same from any third party, he or she shall give the Notice required under Section 6.2.1 hereof, and subject to all other applicable terms and provisions of this Article VI, all Venturers shall have an option to purchase the Unit(s) so offered. In the event that no Venturer purchases such Unit(s), the selling Venturer shall have sixty (60) days after giving the Notice provided in Section 6.2.1 in which to sell such Unit(s) to any qualified person upon whatever terms he or she may negotiate before having to re-offer such Unit(s) to the other Venturers.

6.2.6: Exercise and Procedures. All rights and options provided in this Article VI may be exercised by the Managing Venturer and Venturers entitled and electing to exercise such options in proportion to their interests in the Joint Venture or as they may mutually agree. The Venturers by Vote may promulgate such rules as they may deem appropriate and desirable to enforce the limitations on transfer of Units as set forth in this Article VI, establishing such policies, methods and procedures for effecting and evidencing such transfers as are in accordance with the provisions hereof and as may seem necessary, reasonable or convenient.

6.3: Notice of Assignment. Notwithstanding anything in the joint venture or partnership laws of the State of Texas to the contrary, no transfer of any Unit(s), although otherwise valid under this Agreement and the TBOC, shall be recognized by the Joint Venture until the transferor has given written notice thereof as provided herein and the transferee has become a Holder of Record.

6.4: Bankruptcy, Death, Incapacity or Forfeiture.

6.4.1: Continuation Agreement; Waiver of Liquidation Rights. Except for an event of termination described in Articles 1.6 and 9.1 hereof, upon the occurrence of any event that would otherwise give rise to the winding up of the Joint Venture, the Joint Venture shall be wound up but not terminated. Instead, in consideration of their mutual covenants, all of the Venturers specifically agree that in the event of any event that would otherwise give rise to the winding up of the Joint Venture, the Venturers, by executing this Agreement, hereby Vote in advance that the Joint Venture shall be continued; provided, however, that the Venturers by unanimous Vote may rescind such Vote for continuation within thirty (30) days after the event causing the winding up. Upon continuation, the business affairs of the Joint Venture shall continue and not be liquidated, and each Venturer hereby specifically waives his or her liquidation rights in such an event. Liquidation of the Joint Venture shall be caused or obtained only in the manner set forth in Section 9.1 hereof. The continued joint venture shall assume all liabilities of the dissolved Joint Venture.

6.4.2: Status of Successor In Interest. Except as otherwise provided in the TBOC, no assignee, transferee or successor in interest of a Venturer shall be deemed a Substitute Venturer or entitled to exercise any rights, powers or benefits of a Venturer other than the right to distribution and allocation of Net Cash Flow, Net Proceeds, Amount Realized and Federal Income Tax Items unless such assignee, transferee or successor in interest has been approved and accepted by the Venturers in accordance with this Article VI. Such successor in interest may transfer the Unit(s) of such Venturer only pursuant to the provisions of this Article VI.

6.5 Divorce. Upon the divorce of any Venturer, all of the interest in the Joint Venture of such divorced Venturer shall be determined in accordance with the TBOC.

6.6: Consent of Venturers. No assignee or transferee shall be deemed to be a Substitute Venturer or entitled to exercise or receive any rights, powers or benefits of a Venturer unless such assignee has been approved and accepted by the Venturers in accordance with Section 6.2.2(a), (b), (c) and (d).

6.7: Opinion Letter. Notwithstanding anything herein to the contrary, no Venturer may sell, transfer, assign, or gift any interest in the Joint Venture without first presenting to the Managing Venturer a written opinion of counsel (in form and substance acceptable to the Managing Venturer) to the effect that such sale, transfer, assignment or conveyance will not result in a termination of the Joint Venture within the meaning of Code section 708(b).

6.8: Subdivided Units Prohibited. Notwithstanding anything herein to the contrary, no Venturer, other than the Managing Venturer, shall be permitted to further subdivide any portion of a Unit for the purpose of a sale, transfer, assignment, conveyance, gift, donation or bequest.

ARTICLE VII

ACCOUNTING, RECORDS AND REPORTS

7.1: Books, Records and Reports. The Joint Venture shall maintain at the principal office of the Joint Venture or at such other place as it may determine:

(a) the books and records of the Joint Venture; and

(b) an executed counterpart of this Agreement and all amendments thereto.

Such information, as is available pursuant to applicable Texas law, shall be open to reasonable inspection and examination by any of the Venturers, assignees, their agents, accountants, attorneys and other duly authorized representatives during regular business hours upon not less than 48 hours prior written request. The Managing Venturer may condition the disclosure of Venture books, records and reports upon a showing of a proper purpose and under such measures that the Managing Venturer reasonably believes are sufficient to maintain the confidential and proprietary nature of the information contained in such documents.

7.2: Accounting Method. The books and records of the Joint Venture shall be kept in accordance with the terms of this Agreement applied in a consistent manner and may be kept on the cash basis if such method of accounting is permissible and the Managing Venturer deems it in the best interest of the Venture. The accounting year of the Joint Venture shall be the calendar year.

7.3: Financial Statements and Tax Returns. At the expense of the Joint Venture, the Managing Venturer shall engage a certified public accountant to prepare the Joint Ventures' annual income tax return, the return required by Code section 6050K relating to sales and exchanges of interests in the Joint Venture, and annual financial statements, which shall include:

(a) a balance sheet as of the last day of the accounting year;

(b) a statement of income or loss for the full year;

(c) a statement of changes in financial position;

(d) a statement of cash flow and distributions for the full year;

(e) a detailed statement of distributions to and changes in the Capital Accounts of all Venturers; and

(f) a detailed statement of assessments and borrowings, if any.

Subject to a Vote to the contrary, such financial statements shall be unaudited. Within a reasonable time after the close of each accounting year, the Managing Venturer shall transmit to each person who was a Venturer (or assignee) during such accounting year, a copy of such financial statements and a report (which may be in the form of Schedule K-1

to IRS Form 1065) indicating such persons' respective share of distributions and allocations of Profits, Losses, and, Amounts Realized, tax preference items and investment credits, if any, for such year.

7.4: Reports. In addition to the financial information set forth in this Article VII, the Managing Venturer shall furnish to the Venturers annually the following reports dealing with Joint Venture operations:

7.4.1: Prospect Status Reports. The Managing Venturer shall furnish reports in the form of drilling summaries indicating the status of the Joint Venture Well and a description of the Prospect Wells and costs incurred on such Prospect Wells to date.

7.4.2: Related Party Transactions. The Managing Venturer shall furnish a detailed statement of any transactions by the Joint Venture with the Managing Venturer or its Affiliates, and of fees, commissions, compensation and other benefits paid or accrued to the Managing Venturer or its Affiliates for the period completed.

7.5: Banks. All funds of the Joint Venture shall be deposited in a separate bank account or accounts in the name of the Joint Venture as may be determined from time to time by the Managing Venturer. Withdrawals from such account or accounts shall be made upon checks or other withdrawal orders executed by a duly authorized representative of the Managing Venturer.

7.6: All information relating to the Joint Venture and the Joint Venturers is intended by all Joint Venturers to be confidential and a trade secret of the Venture. Any disclosure of such information to anyone other than a Venturer or their duly designated representative, or the use of any information regarding the Venture, its business or its Venturers is prohibited; provided, however, that nothing herein shall prevent or restrict the disclosure of any such information for a proper Venture business purpose or as otherwise may be required by law. The Venture and the Venturers acknowledge that any breach of the confidentiality provision herein contained may not provide the non-breaching party with an adequate remedy at law and thus, the Venturers, Venture and the Managing Venture acknowledge and agree to injunctive relief with respect to any such breach

ARTICLE VIII

ALLOCATIONS

8.1 Capital Accounts.

8.1.1 General. A separate Capital Account shall be established and maintained for each Venturer on the books and records of the Venture. Capital Accounts shall be maintained in accordance with Regulation section 1.704-1(b) and any inconsistency between the provisions of this Article VIII and such Regulation shall be resolved in favor of the Regulation. In the event the Managing Venturer shall determine that it is necessary or prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Venture of the Venturers), are computed in order to comply with such Regulations, the Managing Venturer may make any such modification, provided that it is not reasonably expected to have a material effect on the amounts distributable to any Venturer upon the dissolution of the Venture. Capital Accounts are maintained as an accounting device and are not actual accounts owned by the Venturer and no Venturer has a right to or may demand their capital account.

8.1.2 Restoration of Negative Capital Accounts. No Venturer shall be obligated to the Venture or to any other Venturer to restore any negative balance in his Capital Account. If the Capital Account of any Venturer has a deficit balance (after giving effect to all contributions, distributions, and allocations for all taxable years, including the taxable year during which such liquidation occurs), such Venturer shall not be obligated to make any contribution to the capital of the Venture with respect to such deficit, and such deficit shall not be considered a debt owed to the Venture or to any other person for any purpose whatsoever.

8.2: Allocation of Basis of Depletable Properties.

8.2.1: Initial Operations. For purposes of depletion, the Joint Venture shall allocate to the Managing Venturer and to each Venturer on or before the date of acquisition of each oil and gas property acquired with respect to Initial Operations, a portion of the adjusted basis of such property. Such basis shall be allocated one percent (1%) to the Managing Venturer and ninety nine percent (99%) to the Venturers (other than to the Managing Venturer except to the

extent that the Managing Venturer holds Units) (and to each Venturer in the proportion that such Venturer's Units bears to the total Units of all Venturers).

8.2.2: Allocations to Additional Venturers. On the admission of additional Venturers to participate in a Subsequent Operation to be undertaken on a property the basis of which has previously been allocated pursuant to Subsections 8.2.1, the Joint Venture shall reallocate to the Venturers participating in such Subsequent Operation, in the proportion that such Venturers are entitled to share in the Profits from the Subsequent Operations as set forth in Subsection 8.4.2, the adjusted basis of the portion of the property upon which the Subsequent Operation is to be undertaken.

8.2.3: Records and Adjustments. Each Venturer is solely responsible for and shall separately keep records of his or her share of the adjusted basis in each oil and gas property of the Joint Venture, adjust such share of the adjusted basis for any depletion taken on such property, and use such adjusted basis each year in computing his or her cost depletion (if applicable) or his or her gain or loss on the disposition of such property by the Joint Venture. A Substitute Venturer shall succeed to the basis allocated to the transferor of his or her Unit(s).

8.3: Allocations of Profits, Losses and Amounts Realized.

8.3.1: Initial Operations. Except as provided in Sections 8.3.3 and 8.3.4, Profits and Losses as they relate to Initial Operations shall be allocated:

(a) Ninety nine percent (99%) to the Venturers.

(b) One percent (1%) to the Managing Venturer; and

Each Venturer other than the Managing Venturer except to the extent such Managing Venturer holds Units (or other Holder of Record) shall share Profits and Losses that are allocated to the Venturers pursuant to section 8.3.1(a) in the proportion that such Venturer's Units bears to the total Units of all Venturers.

8.3.2: Subsequent Operations. Except as provided in Sections 8.3.3 and 8.3.4, all Profits and Losses derived by and attributable to each Subsequent Operation shall be allocated:

(a) Ninety nine percent (99%) to the Participating Venturers in such Subsequent Operation.

(b) One percent (1%) to the Managing Venturer; and

Each Participating Venturer in such Subsequent Operation, other than the Managing Venturer except to the extent such Managing Venturer holds Units, shall share Profits and Losses that are allocated to the Venturers pursuant to Section 8.3.2(a) in the proportion that such Participating Venturer's Additional Assessment Contributions bears to the Additional Assessment Contributions of all such Participating Venturers and in accordance with the provisions of Article II of this Agreement.

8.3.3: Regulatory Allocations. Notwithstanding anything to the contrary in Sections 8.3.1 and 8.4.2:

(a) Qualified Income Offset. This Section 8.3.3(a) incorporates the "qualified income offset" set forth in Regulation section 1.704-1(b)(2)(ii)(d) as if those provisions were fully set forth in this Section 8.4.3(a).

(b) Minimum Gain Chargeback. In the event there is a net decrease in Partnership Minimum Gain during any fiscal year, the "minimum gain chargeback" described in Regulation section 1.704-2(f) and Regulation section 1.704-2(g) shall apply.

(c) Partner Nonrecourse Debt Minimum Gain Chargeback. In the event there is a net decrease in Partner Nonrecourse Debt Minimum Gain during any fiscal year, the "partner minimum gain chargeback" described in Regulation section 1.704-2(i)(4) shall apply.

(d) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year shall be allocated ninety nine percent (99%) to the Venturers (excluding the Managing Venturer except to the extent the Managing Venturer holds Units, and among the Venturers in the proportion that each Venturer's Units bears to the total Units of all Venturers) and one percent (1%) to the Managing Venturer.

(e) Partner Nonrecourse Deductions. The Partner Nonrecourse Deductions of the Venturer (as determined under Regulation section 1.704-2(i)(2)) shall be allocated each year to the Venturer that bears the economic risk of loss (within the meaning of Regulation section 1.752-2) with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable.

(f) Code Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Venture asset, pursuant to Code sections 734(b) or 743(b) is required, pursuant to Regulation sections 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution to a Venturer in complete liquidation of its Venture interest, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specifically allocated to the Venturers in accordance with their share of Venture Profits as determined under Sections 8.3.1 or 8.3.2, as appropriate (in the event Regulations section 1.704-1(b)(2)(iv)(m)(2) applies) or to the Venturer to whom such distribution was made (in the event Regulations section 1.704-1(b)(2)(iv)(m)(4) applies).

8.3.4 Losses. The Losses allocated pursuant to Sections 8.3.1 and 8.3.2 shall not exceed the maximum amount of Losses that can be so allocated without causing any Venturer to have an Adjusted Capital Account Deficit. In the event some but not all of the Venturers would have an Adjusted Capital Account Deficit as a consequence of an allocation of Losses pursuant to Sections 8.3.1 or 8.3.2, this limitation shall be applied on a Venturer by Venturer basis so as to allocate the maximum permissible Loss to each Venturer subject to the limitation under Regulations Section 1.704-1(b)(2)(ii)(d). All Losses in excess of the limitation set forth herein shall be allocated to the other Venturers in proportion and to the extent such Losses would not cause any such other Ventures to have an Adjusted Capital Account Deficit.

8.4. Other Allocation Rules.

(a) Profits, Losses and any other items of income, gain, loss or deduction shall be allocated to the Venturers as of the last day of each fiscal year, or at such other time as the Managing Venturer determines that it is necessary to allocate Profits and Losses.

(b) Each item of Venture income, gain, loss, deduction and credit as determined for United States federal income tax purposes shall be allocated among the Venturers in the same manner as such items are allocated for book purposes in accordance with the provisions of this Section 8.4(b).

(c) The Venturers are aware of the United States federal income tax consequences of the allocations made by this Article VIII and hereby agree to be bound by the provisions of this Article VIII in reporting their shares of income and loss for United States federal income tax purposes.

(d) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Managing Venturer using any permissible method under Code Section 706 and the Regulations there under.

(e) All of the Venture's "excess nonrecourse liabilities" within the meaning of Regulations Section 1.752-3(a)(3) shall be allocated ninety nine percent (99%) to the Venturers (excluding the Managing Venturer except to the extent that the Managing Venturer owns units, and among the Venturers in the proportion that each Venturer's Units bears to the total Units of all Venturers) and one percent (1%) to the Managing Venturer.

8.5 Code section 704. In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Venture shall, solely for tax purposes, be allocated among the Venturers so as to take account of any variation between the adjusted basis of such property to the Venture for United States federal income tax purposes and its initial Gross Asset Value.

Any elections or other decisions relating to such allocations shall be made by the Managing Venturer in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 8.5 are solely for purposes of United States federal, state, and local income taxes and shall not affect, or in any way be taken into account in computing, any Venturer's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provisions of this Agreement.

8.6: Distributions.

8.6.1 Initial Operations.

(a) Ninety nine percent (99%) to the Venturers; and

(b) One percent (1%) to the Managing Venturer.

Each Venturer, other than the Managing Venturer except to the extent such Managing Venturer holds Units (or other Holder of Record), shall share in distributions of Net Cash Flow pursuant to Section 8.6.1(a) in the proportion that such Venturer's Units bears to the total Units of all Venturers.

8.6.2. Subsequent Operations.

(a) Ninety nine percent (99%) to the Participating Venturers in such Subsequent Operation; and

(b) One percent (1%) to the Managing Venturer.

Each Participating Venturer in such Subsequent Operation, other than the Managing Venturer except to the extent such Managing Venturer holds Units, shall share in distributions of Net Cash Flow pursuant to Section 8.6.2(a) in the proportion that such Participating Venturer's Additional Assessment Contributions bears to the Additional Assessment Contributions of all such Participating Venturers and in accordance with the provisions of Article II of this Agreement.

8.7: Distributions in Kind. In no event shall a Venturer have the right to demand property other than cash with respect to any return on invested capital. During the term of the Joint Venture the Managing Venturer shall make no distribution of property in any form other than in cash. On liquidation of the Joint Venture, the Managing Venturer may, in its sole and absolute discretion, distribute property other than cash to any or all of the Venturers.

8.8: Tax Elections. The Joint Venture shall exercise its option to deduct Intangible Costs pursuant to Code section 263(c). In addition, the Managing Venturer, in its sole and absolute discretion (subject to a Vote to the contrary), may cause the Joint Venture to make or revoke the election referred to in Code section 754 or any similar provision enacted in lieu thereof, and make or revoke any other election or option that may be available to the Joint Venture under the Code.

ARTICLE IX

TERMINATION AND DISSOLUTION

9.1: Causes for Termination and Dissolution. The Joint Venture shall be wound up and terminated on the date set forth in Section 1.6 hereof. Otherwise, the Joint Venture shall be dissolved and terminated prior to such date only upon the happening of the events as specified in the TBOC. Upon the bankruptcy, insolvency, death, or legal incapacity of a Venturer or the abandonment of Units by a Venturer (or, in the case of a Venturer that is a partnership, joint venture, association, corporation or trust, its insolvency, dissolution or bankruptcy), or upon the occurrence of any other event that would otherwise give rise to the winding up of the Joint Venture, the Joint Venture shall be wound up but not terminated. Instead, in consideration of their mutual covenants, all of the Venturers agree and Vote in advance that in the event of the death, bankruptcy, insolvency, incapacity, or dissolution of any Venturer, or upon the occurrence of any other event that would otherwise give rise to the winding up and termination of the Joint Venture, the Joint Venture shall be continued and the business affairs shall continue and not be liquidated, and each Venturer hereby specifically waives his or her liquidation rights in such an event. However, the Venturers may rescind their Vote to continue the Joint Venture by unanimous Vote within thirty (30) days after the event causing the winding up. Termination of the Joint Venture shall be caused or obtained

only in the manner set forth in this Article IX. The continued joint venture shall assume all liabilities of the dissolved Joint Venture.

9.2: Liquidation. Upon winding up and termination of the Joint Venture as set forth in Section 9.1 hereof, if the Joint Venture is not continued, the Joint Venture shall engage in no further business other than such business as may be necessary to wind up its affairs and to distribute its assets.

9.3: Liquidator. The Managing Venturer shall serve as Liquidator, unless a substitute is appointed by a Vote of the Venturers.

9.4: Disposition of Assets. On the winding up and termination of the Joint Venture, the Liquidator shall, by the later of the end of the taxable year in which the termination occurs or ninety (90) days after the termination:

9.4.1: Determine Assets and Capital Accounts. Determine the interest of the Joint Venture in each Joint Venture asset and determine the Capital Account of each Venturer;

9.4.2: Pay Debts. Pay all Joint Venture debts, or otherwise make adequate provision there for;

9.4.3: Adjust Capital Accounts For Other Property. Sell or determine the Gross Asset Value of the remaining Joint Venture assets using such appraisal techniques it deems to be appropriate, taking into account the nature of the property interests. With respect to any properties not sold, the Liquidator shall, prior to any distribution of such property by the Joint Venture, adjust the Capital Accounts of all Venturers to reflect the manner in which the unrealized Profits or Losses inherent in such assets (that have not been reflected in the Capital Accounts previously) would be allocated among the Venturers, if there was taxable disposition of such assets for their Gross Asset Value on the date of distribution.

9.4.4: Final Statement of Account. As promptly as possible after dissolution, cause a final statement of account to be prepared, which shall show with respect to each Venturer, the status of such Venturer's Capital Account and the amount, if any, owing to the Joint Venture. Such statement of each Venturer's Capital Account shall reflect all the allocations provided in Article VIII hereof and the allocations to the Capital Accounts set forth in Sections 9.4.3 and 9.4.4 hereof.

9.4.5: Distribute Assets. The remaining Joint Venture assets (or cash realized from a sale thereof) shall be distributed to the Venturers in accordance with Section 8.6.1 or 8.6.2, as applicable, based on whether the liquidation occurs during Initial Operations or Subsequent Operations.

9.4.6: Withholding to Pay Debts of Venturers. Notwithstanding the foregoing, if any Venturer is indebted to the Joint Venture, then until repayment thereof by him or her, the Liquidator shall retain such Venturer's distributive share of Joint Venture properties and apply such properties and the income therefrom to the full discharge and payment of such indebtedness and the cost of the operation of such properties during the period of such Liquidation; provided, however, if at the expiration of six (6) months after the Final Statement of Account has been given to such Venturer, such amount has not been paid or otherwise settled in full, the Liquidator may sell the interest of such Venturer at a public or private sale at the best price immediately obtainable, which shall be determined in the sole and absolute judgment of the Liquidator. So much of the proceeds of such sale as shall be necessary shall be applied to the payment of the amount then due under this Section, and the balance of such proceeds, if any, shall be delivered to such Venturer.

9.4.7: Other Requirements of Law. The Liquidator shall comply with any requirements of the TBOC or other applicable law pertaining to the winding up of a partnership at which time the Joint Venture shall stand terminated.

9.5: No Recourse. Upon winding up or termination of the Joint Venture, each Venturer shall look solely to the assets of the Joint Venture for the return of such Venturer's investment. If the Joint Venture assets remaining after payment and discharge of debts and liabilities of the Joint Venture, including any debts and liabilities owed to any one or more of the Venturers, is not sufficient to satisfy the rights of each Venturer, such Venturer shall have no recourse or further right or claim against the Managing Venturer, any Affiliate, any officer, director, employee, attorney or agent of the Managing Venturer or of any Affiliate, or the remaining Venturers.

9.6: Reserves. In winding up the affairs of the Joint Venture and distributing its assets, the Liquidator shall set up a reserve to meet any contingent or unforeseen liabilities or obligations, and shall deposit funds for such purpose, together with funds held by the Joint Venture for distribution to Venturers which remain unclaimed after a reasonable period of time, with an escrow agent retained for the purpose of disbursing such reserves and funds. At the expiration of such period as the Liquidator deems advisable, the escrow agent shall be authorized and directed to distribute the balance thereafter remaining in the manner provided in Section 9.4 hereof.

ARTICLE X

INDEMNIFICATION

10.1: Indemnification And Exculpation. The Joint Venture shall indemnify any person who is or was (i) a Managing Venturer of the Joint Venture, (ii) while a Venturer of the Joint Venture, serving at the request of the Joint Venture as a partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, against reasonable expenses incurred by them in connection with the defense of any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding, where the person who was, is, or is threatened to be made a named defendant or respondent in a proceeding was named because the person is or was the Managing Venturer or a Venturer, whichever is applicable, of the Joint Venture, including indemnification for such Venturer's own negligence. No Venturer or Managing Venturer, or any of their officers, directors, shareholders, constituent partners, managers, Venturers, trustees, representatives, agents or employees, or any officer, manager, trustee, representative, agent or employee of the Partnership, shall be liable to the Venture or to any of the Venturers for any action taken (or any failure to act) by it in good faith on behalf of the Venture and reasonably believed by it to be authorized or within the scope of its authority, unless that action (or failure to act) constitutes fraud, bad faith or willful misconduct, and then only to the extent otherwise provided by law.

10.2: Successful Defense. The Joint Venture shall indemnify each Venturer against reasonable expenses incurred by him or her in connection with a proceeding in which he or she is a party because he or she is a Venturer if he or she has been wholly successful, on the merits or otherwise, in the defense of the proceeding.

10.3: Exclusions. A Venturer may not be indemnified under this Article X for obligations resulting from a proceeding in which the person is found liable to the Joint Venture as a result of gross negligence or willful misconduct.

10.4: Expenses. “Expenses” as used herein means court costs, attorneys' fees, judgments, penalties (including excise and similar taxes), fines, settlements and other reasonable expenditures actually incurred by the person in connection with the proceeding; provided, however, if the proceeding is brought by or in behalf of the Joint Venture, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding. A determination of reasonableness of expenses shall be made by a Vote.

10.5: Advance Reimbursement. Reasonable expenses incurred by a Venturer under this Article X who was, is or is threatened to be named a defendant or respondent in a proceeding may be paid or reimbursed by the Joint Venture in advance of the final disposition of the proceeding after (i) the Joint Venture receives a written affirmation by the Venturer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article X and a written undertaking by or on behalf of the Venturer to repay the amount paid or reimbursed if it is ultimately determined that he or she has not met the requirements of this Article X.

10.6: Appearance as Witness or Otherwise. The Joint Venture shall pay or reimburse expenses incurred by a Venturer under this Article X in connection with his or her appearance as a witness or other participant in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding, at a time when such Venturer is not a named defendant or respondent in the proceeding.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1: Notice. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been duly given and received for all purposes on the date delivered personally to the party or to an officer of the party to whom the same is directed, or when deposited by registered or certified mail, postage and charges prepaid and addressed as follows:

11.1.1: Joint Venture or Managing Venturer. If to the Joint Venture or to the Managing Venturer, then to the address of the principal place of business of the Joint Venture set forth herein or as may be changed from time to time; and

11.1.2: Venturers. If to a Venturer, then to the address of such Venturer as set forth in his or her Execution Page and Power of Attorney attached hereto as Exhibit "A" executed by such Venturer or other agreement or instrument in which such Venturer has agreed to be bound by the terms and conditions of this Agreement. Any party hereto may change his, her or its address to which notice shall thereafter be given by furnishing written notice to all the Venturers and the Joint Venture in the manner set forth in this Section.

11.2: Integration. This Agreement, together with the Questionnaire and the Application Agreement attached to the Memorandum as Exhibits, respectively, constitute the entire understanding of the parties hereto with respect to the subject matter hereof. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly adopted by the Venturers, as provided herein. In the event that any provision of this Agreement conflicts with any statement made in the Confidential Information Memorandum, or in any Operating Agreement, or in any other document, the provisions of this Agreement shall prevail over such other statement.

11.3: Severability. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or enforceability of the remainder of this Agreement.

11.4: Applicable Law. This Agreement and the application or interpretation hereof shall exclusively be governed by and construed in accordance with the laws of the State of Texas. This Agreement shall be deemed to be performable in and venue shall be mandatory in Dallas County, Texas.

11.5: Execution in Counterparts. This Agreement and any amendment hereto may be executed in any number of counterparts, either by the parties hereto or their duly authorized attorney-in-fact, with the same effect as if all parties had signed the same document, or by the execution of the Power of Attorney and Execution Page in the form attached hereto as Exhibit "A" and made a part hereof. All counterparts (including such executed Power of Attorney and Execution Pages) shall be construed as and shall constitute one and the same Agreement.

11.6: Descriptive Headings. The captions included herein are for administrative convenience only and shall not be considered in interpreting any of the terms or provisions of this Agreement.

11.7: Gender and Number. Whenever the context shall so require, all words used herein in the male or neuter gender shall be deemed to include the female or neuter gender; all singular words shall include the plural, and all plural shall include the singular, as the context may require.

IN WITNESS WHEREOF, this Agreement has been executed by the Managing Venturer effective as of December 5, 2024 and by each Venturer on the date indicated opposite his or her signature hereto or the date of each such Venturer's execution of an Execution Page and Power of Attorney hereto, each of which is hereby incorporated herein and made a part hereof.

MANAGING VENTURER:
National Oil Projects LLC

By: ______________________________
Nash Evans, Manager

EXHIBIT A
To the Joint Venture Agreement

EXECUTION PAGE AND POWER OF ATTORNEY

JOINT VENTURE AGREEMENT

OF
DEXTER 3-PEAT JOINT VENTURE
(A TEXAS JOINT VENTURE)

The undersigned acknowledges that he or she has received a copy of the Joint Venture Agreement and the Confidential Information Memorandum to which such Agreement is attached as an exhibit and has read and understands same and the restrictions of the Joint Venture Agreement including, but not limited to the right of the Managing Venturer to make certain assessments and the restrictions on transfer of Venturer's interests in the Joint Venture (Units), all as set forth in the Joint Venture Agreement, and to the same extent and effect as if the undersigned executed the original of the Joint Venture Agreement.

In addition and by his or her execution hereof, the undersigned hereby constitutes and appoints National Oil Projects LLC, in its capacity as Managing Venturer of the captioned joint venture, and/or any duly authorized officer thereof with full power of substitution in the premises, as his true and lawful attorney-in-fact, for him and in his name, place and stead and for his use and benefit to attach this EXECUTION PAGE AND POWER OF ATTORNEY to the Joint Venture Agreement and to execute, acknowledge, swear to, certify, verify, deliver, record, file and publish as necessary:

(1) Any certificate, document or instrument as may be required, necessary or desirable under the laws of the State of Texas or the laws of any other state in which the captioned Joint Venture may be qualified, reformed or conducting business; and

(2) All instruments that reflect a change in the Joint Venture or change in, or amendment to this Agreement by a Vote of the Venturers.

The undersigned further authorizes such attorney-in-fact to take any further action that such attorney-in-fact considers necessary or advisable in connection with any of the foregoing, hereby giving such attorney-in-fact full power and authority to do and perform each and every actor thing whatsoever requisite or advisable to be done in and about the foregoing as fully and to the same extent as such Venturer might or could do if personally present, hereby ratifying and confirming all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof; provided, that in no event may the Managing Venturer utilize this power of attorney to cast any vote or consent of the undersigned as to the matters with respect to which the Venturers are entitled to Vote under the terms of this Agreement or by law.

The undersigned hereby agrees to be bound by any representations made by the Managing Venturer acting in good faith pursuant to such power of attorney; and hereby waives any and all defenses, which may be available to contest, negate, or disaffirm the action of the Managing Venturer taken in good faith under such power of attorney.

The undersigned has and does hereby agree to execute any and all additional forms, documents or instruments, as may be reasonably necessary or required by the Managing Venturer to evidence this power of attorney. This power of attorney shall be deemed coupled with an interest and shall survive the death or disability of the undersigned, or the assignment or transfer of the undersigned's interest in the Joint Venture, until the transferee(s) or assignee(s) shall become a Substitute Venturer as required by the Joint Venture Agreement, or shall have otherwise executed such instrument(s) as the Managing Venturer reasonably deems to be necessary to bind such transferee(s) or assignee(s) under the terms of the Joint Venture Agreement, as from time to time amended, and the terms of this power of attorney.

IN WITNESS WHEREOF, the undersigned has executed this EXECUTION PAGE AND POWER OF ATTORNEY as of the ____ day of ____________, _____ at _________________, ______________________.

VENTURER:

____
(Signature)

____
(Name Printed or Typed)

____
Business or Entity

Preferred Mailing Address
If other than Residence:

____
____

Address:

____
____

Social Security (or Tax I.D.) Number:

____

THE STATE OF ____________________§
§
COUNTY OF _______________________§

BEFORE ME, the undersigned authority, on this day personally appeared ______________________ _____________________________, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of ___________________, ______.

(S E A L)

____
Notary Public in and for the State of _______________________

My Commission Expires:

Printed or Stamped Name:

EXHIBIT B
Application Agreement
(Separate Booklet)

EXHIBIT C
Suitability Questionnaire
(Separate Booklet)

EXHIBIT D
Turnkey Drilling Contract

Turnkey Drilling Contract

THIS AGREEMENT is made and entered into as of the __ day of ________________, 2024 by and between the parties herein designated as “Joint Venture” and “Turnkey Contractor.”

	Dexter 3-Peat Joint Venture
Address:	**4925 Greenville Ave, Ste. 510**
	Dallas, TX 75206
Contractor:	**National Oil Projects LLC**
Address:	**4925 Greenville Ave, Ste. 510**
	Dallas, TX 75206

IN CONSIDERATION of the mutual promises, conditions and agreements herein contained, Joint Venture engages Contractor as an Independent Contractor to furnish the equipment, labor, and services to drill, test, and if warranted complete its portion of up to three new Wellbores located in Walthall County, Mississippi (referred to herein as the “Venture Wells” or “Wells”).

The Joint Venture will make the specified payments to Contractor in order (i) to obtain a price from Contractor for the acquisition of the seventy five percent (75%) working interest in the Venture Wells drilling, testing and completing of the Venture Wells, (ii) to assure that Contractor will be available to perform the services described herein on the subject Wells for the Joint Venture, (iii) to assure that Contractor will make available on a preferential basis sufficient drilling apparatus needed to drill and complete the Wells at the earliest possible time, and (iv) to obtain a preferential use of Contractor's services, and (v) to assure competent supervisory personnel are available in the drilling, testing, and completion of the subject Wells.

Contractor agrees to furnish all equipment, labor, and services necessary for the drilling and completion of the Wells. Contractor agrees that the work to be conducted under the terms of this Agreement will be done with diligence and care in a good and workmanlike manner and agrees to provide competent supervision of the work performed hereunder. **Unless specifically otherwise provided for in paragraph 5.3 herein,** all the required equipment, services and labor are furnished for the price set forth herein.

Section 1. Location of Wells. See the description contained in the Memorandum.

Section 2. Termination Date.

Contractor agrees to use its best efforts to complete operations for the Wells by December 31, 2025, and Contractor and the Joint Venture agree that time is of the essence under this Agreement.

Section 3. Basis of Determining Amounts Payable to Contractor.

Contractor shall be paid at the following rate for the work performed hereunder:

For i) acquisition of a seventy five percent (75%) working interest in the Venture Wells and ii) the drilling and completing of the Venture Wells; up to a maximum of $10,125,000 (the “Turnkey Price”.) In the event expenditures by Contractor exceed the Turnkey Price then Contractor shall be solely responsible for such excess amount.

Section 4. Time of Payment.

4.1 Payment: Contemporaneously herewith the Joint Venture has, as a precondition to the consummation of this agreement between Turnkey Contractor and the Joint Venture, paid to Turnkey Contractor the sum of up to $10,125,000 in cash, the receipt and sufficiency of which are hereby acknowledged by Turnkey Contractor, which amount represents the sole amount which the Joint Venture shall pay to the Turnkey Contractor for (a) acquisition for

the Joint Venture's up to seventy five percent (75%) Working Interest, fifty-six and one quarter percent (56.25%) Net Revenue Interest, in up to three Venture Wells at subscription; (b) the drilling and completion of the Wells; and (c) if the completion attempt made on any of the Wells is unsuccessful and if no further completion attempts are contemplated, the plugging and abandoning of the Well(s). The Joint Venture acknowledges and hereby agrees that such sum of up to $10,125,000 is non-refundable and that the Turnkey Contractor has earned the consideration upon execution of this Agreement.

4.2 Attorney's Fees. If this Agreement is placed in the hands of an attorney for collection of any sums due hereunder, or suit is brought on same, or sums hereunder are collected through bankruptcy or probate proceedings, then the Joint Venture agrees that there shall be added to the amount due reasonable attorneys' fees and costs.

Section 5. Completion Program.

5.1 Upon the completion of the Venture Wells, Contractor shall, if Contractor concludes as a matter of its sole discretion that a completion or recompletion attempt is justified, promptly recommend to the Venture to cause the Well to be completed in one zone only, pursuant to the terms of this Agreement. If Contractor concludes as a matter of its sole discretion that a completion attempt is not justified, promptly, and at no additional cost to the Joint Venture, Contractor will cause the Well(s) to be plugged and abandoned, where after neither Contractor nor the Joint Venture shall have any further character of right or obligation relative to the other with respect to the plugged and abandoned Well.

Section 6. Reports to be Furnished By Contractor.

Contractor shall keep and furnish to the Joint Venture an accurate record of the work performed, and formations drilled on the IADC-API Daily Drilling Report Form or other form acceptable to the Joint Venture. A legible copy of said form signed by Turnkey Contractor's representative shall be furnished by Turnkey Contractor to the Joint Venture.

Section 7. Payment of Claims.

Contractor agrees to pay all claims for labor, material, services and supplies to be furnished by Contractor hereunder, and agrees to allow no lien or charge to be fixed upon the lease, the Venture Wells, or other property of the Joint Venture or the land upon which said Venture Wells are located.

Section 8. Responsibility for Loss or Damage.

8.1 Contractors Surface Equipment: Contractor shall assume liability at all times, for damage to or destruction of Contractor's surface equipment, including but not limited to all completion tools machinery and appliances, for use above the surface, regardless of when or how such damage or destruction occur.

8.2 Contractor's In-Hole Equipment Basis: Contractor shall assume liability at all times for damage to or destruction of Contractor's in-hole equipment, including but not limited to drill pipe, drill collars and tool joints, and the Joint Venture shall be under no liability to reimburse Contractor for any such loss.

8.3 Joint Venture's Equipment: The Joint Venture shall assume liability at all times for any defective equipment owned by it, including but not limited to casing, tubing, well head equipment, and Contractor shall be under no liability to reimburse the Joint Venture for any such loss or damage.

8.4 Fire or Blow-Out: Should a fire or blowout occur or should the hold for any cause attributable to Contractor's operators be lost or damaged while Contractor is engaged in the performance of work hereunder, all such loss of or damage to the hole including cost of regaining control of a fire or blowout, shall be borne by Contractor; and if the hole is not in condition to be drilled to the Contract Depth as herein provided, Contractor shall, if requested by the Joint Venture, commence a new hole without delay at Contractor's cost; and the drilling of the new hole shall be conducted under the terms and conditions of this Agreement in the same manner as though it were the first hole and Contractor shall be responsible for replacement of any casing lost in a junked and abandoned hole as well as the cost of preparing a new drill site for the new hole and the road thereto. In such case, Contractor shall not be entitled to any payment or compensation for expenditures made or incurred by Contractor on or in connection with the abandoned hole.

Section 9. No Waiver Except in Writing.

It is fully understood and agreed that none of the requirements of this Agreement shall be considered as waived by either party unless the same is done in writing, and then only by the persons executing this Agreement, or other duly authorized agent or representative of the party.

Section 10. Force Majeure.

10.1 If either party hereto is rendered unable, wholly or in part (or its performance hereunder is not rendered merely commercially impracticable) by force majeure to carry out its obligation under this Agreement, it shall give the other party prompt written notice of the force majeure with reasonably full particulars. Thereupon, the obligations of the notifying party, so far as they are affected by the force majeure, shall be suspended during, but not longer than, the continuance of the force majeure, and the notifying party agrees to use reasonable diligence to remove the force majeure as quickly as possible. This paragraph shall not relieve either party hereto of its obligations to expend sums of money or to indemnify the other party hereto, as provided elsewhere in this Agreement. In the event the force majeure cannot be removed, the Turnkey Contractor shall be responsible for returning any unused portion of the Turnkey Price.

10.2 Contractor shall determine a sum equal to all the actual expenses reasonably and necessarily incurred up to the date the force majeure occurred plus such additional expenses reasonably and necessarily incurred in order for Contractor to cease operations, including plugging and abandoning the hole, and dismantling the rig plus the sum of fifteen percent (15%) of such total actual expenses. This sum shall be deducted from the drilling and completion price of the Well. The resulting difference shall be the unused portion of the price. This paragraph shall not relieve either party hereto for its obligations to expend sums of money or to indemnify the other party hereto, as provided elsewhere in this Agreement. The term "force majeure" as herein employed shall mean an act of God, strike, lockout or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, extreme weather conditions, public health emergency or pandemic or governmental restraint.

Section 11. Information Confidential.

Upon written request by the Joint Venture, information obtained by Contractor in the conduct of drilling operation on the Well, including, but not limited to depth, formations penetrated, the results of coring, testing and surveying, shall be considered confidential and shall not be divulged by Contractor or its employees, to any person, firm or corporation other than the Joint Venture's designated representative.

Section 12. Assignment.

Neither party may assign this Agreement without the prior written consent of the other and prompt notice of any such intent to assign shall be given to the other party. If any assignment is made that materially alters Contractor's financial burden, Contractor's compensation shall be adjusted to give effect to any increase or decrease in Contractor's operating costs.

Section 13. Contractor Disclosure.

In connection with all operations contemplated by this Agreement, the Contractor shall, as between the Contractor and the Joint Venture, act as an independent contractor, having complete control of the manner and method of conducting all such operations, and the Contractor shall further faithfully observe and comply with the following:

(a) Contractor shall comply with all of the valid rules and regulations of any and all regulatory bodies having jurisdiction over such operations.

(b) The duly authorized agents or representatives of the Joint Venture shall have free access to the Well at any and all times for the purpose of observing such operations.

(c) Contractor will disclose to the Joint Venture at all times all information Contractor has concerning the progress of the Well and shall promptly disclose to the Joint Venture all information Contractor has in connection with all tests made and the results thereof; and

(d) Contractor will cause to be paid promptly all costs and expenses incurred for labor done, materials or supplies furnished, and services performed, and will protect the Well against any liens or similar encumbrances on account thereof.

Section 14. Creation of Agreement.

This Agreement is intended to create a separate agreement between Contractor and the Joint Venture. It is not intended, nor shall this Agreement ever be construed to create any character of partnership or joint venture between any of the parties hereto. The Joint Venture shall not be subject to any assessment by Contractor for any casualties incurred in connection with operations contemplated by paragraph 2 of this Agreement.

Section 15. Modification.

No change, modification, or alteration of this Agreement shall be binding upon either Contractor or the Joint Venture, unless made in writing and executed by the both Contractor and the Joint Venture.

Section 16. Notices and Place of Payment.

All notices to be given with respect to this Agreement unless otherwise provided for shall be given to Contractor and to the Joint Venture respectively at the address hereinabove shown. All sums payable hereunder to Contractor shall be payable at the address hereinabove shown unless otherwise specified herein.

CONTRACTOR
National Oil Projects LLC,
(A Mississippi limited liability company)

By: ____
Nash Evans, CEO

DEXTER 3-PEAT JOINT VENTURE
(A Texas Joint Venture General Partnership)

By: ________________________________
National Oil Projects LLC, Managing Venturer, By Nash Evans, CEO