



ENDEAVOR RESOURCES, LLC



BILLY JOHNSTON #2 REWORK

Frac and Acid Job

**SUBSCRIPTION AGREEMENT
AFFIDAVIT OF SUITABILITY**

INVESTOR INFORMATION QUESTIONNAIRE

SUBSCRIPTIONS ARE SUBJECT TO ACCEPTANCE

(A) I FURTHER REPRESENT AND ACKNOWLEDGE MY UNDERSTANDING THAT THE UNIT(S) WHICH I AM ACQUIRING MUST BE HELD BY ME UNTIL THE UNIT(S) IS REGISTERED UNDER THE ACT, OR A PRIOR OPINION OF COUNSEL, SATISFACTORY TO COUNSEL FOR THE PROGRAM, IS SUBMITTED WHICH STATES THAT AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE. I UNDERSTAND AND CONFIRM HEREBY THAT NEITHER THE PROGRAM MANAGER NOR ANY OTHER PERSON ASSUMES ANY RESPONSIBILITY OR OBLIGATION TO REGISTER THE UNIT(S) PURCHASED BY ME, IF SUCH IS NECESSARY, TO PERMIT A SUBSEQUENT RESALE OR TRANSFER THEREOF. I ALSO UNDERSTAND AND AGREE STOP TRANSFER INSTRUCTIONS WILL BE GIVEN TO PROGRAM MANAGER TRANSFER AGENT (OR NOTED ON THE APPROPRIATE RECORDS OF PROGRAM MANAGER) AND THERE WILL BE PLACED ON THE CERTIFICATES FOR THE UNITS, THE CERTIFICATE FOR SHARES UNDERLYING THE UNITS, OR ANY SUBSTITUTIONS THEREFORE, A LEGEND STATING IN SUBSTANCE:

"THE SECURITIES EVIDENCED B/ THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") IN RELIANCE ON EXEMPTIONS CONTAINED IN THE ACT. THESE UNITS MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN TRANSACTIONS (A) REGISTERED UNDER THE 1933 ACT OR EXEMPT FROM REGISTRATION AND (B) REGISTERED UNDER OR OTHERWISE IN COMPLIANCE WITH THE LAWS OF THE STATE IN WHICH THE SALE OR TRANSFER IS TO OCCUR, THE SALE, TRANSFER OR OTHER DISPOSITION OF THESE UNITS IS RESTRICTED PURSUANT TO THE PROVISIONS OF A LETTER AGREEMENT FROM THE REGISTERED HOLDER TO PROGRAM MANAGER A COPY OF WHICH MAY BE EXAMINED AT THE OFFICE OF PROGRAM MANAGER (ENDEAVOR RESOURCES, LLC).

(B) I REPRESENT THAT THERE ARE NO LEGAL RESTRICTIONS APPLICABLE TO ME WHICH WOULD PRECLUDE MY PURCHASE OF THE SUBJECT UNIT(S) FOR INVESTMENT, AS SET FORTH HEREIN, AND I ACKNOWLEDGE THAT I PURCHASED THE UNIT(S) FOR MY OWN ACCOUNT, NOT AS A TRUSTEE OR NOMINEE FOR ANY OTHER PERSON OR PERSONS, AND THAT THE FUNDS INVESTED ARE MY OWN.

(C) IN CONNECTION WITH THE DECISION TO INVEST THROUGH THE PURCHASE OF PROGRAM MANAGER UNIT(S), AS CONFIRMED HEREBY, I ACKNOWLEDGE AND CONFIRM THAT I HAVE CAREFULLY REVIEWED, INVESTIGATED AND EVALUATED SUCH MATTERS AND CONSIDERATIONS AS I CONSIDERED MATERIAL WITH RESPECT TO THE PROGRAM MANAGER AND THE NATURE OF MY INVESTMENT IN ITS UNIT(S). I ACKNOWLEDGE THAT THE REPRESENTATIVES OF THE PROGRAM MANAGER HAVE MADE AVAILABLE TO ME THE UNRESTRICTED OPPORTUNITY TO OBTAIN ANY ADDITIONAL INFORMATION NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION FURNISHED TO ME OBTAINED BY ME IN CONNECTION WITH MY INVESTMENT IN THE PROGRAM MANAGER. I ALSO CONFIRM THAT I HAVE EITHER CONSULTED OR HAVE HAD THE OPPORTUNITY TO CONSIDER WITH MY PERSONAL ADVISORS WITH RESPECT TO THE INVESTMENT I AM MAKING IN THE PROGRAM MANAGER, AND HAVE OTHERWISE CONDUCTED SUCH INVESTIGATIONS AS I DEEM FEASIBLE AND NECESSARY TO SATISFY MYSELF AS TO ALL MATERIAL ASPECTS CONCERNING THE PROGRAM MANAGER AND MY INVESTMENT, INCLUDING TAX MATTERS, AND THAT I NOW DESIRE TO CONFIRM SUCH INVESTMENT WITHOUT ANY GUARANTEE OF SUBSEQUENT VALUE.

I FURTHER REPRESENT THAT MY DECISION TO INVEST HAS BEEN MADE SOLELY ON THE INFORMATION CONTAINED IN THE PRIVATE PLACEMENT MEMORANDUM.

(D) I SPECIFICALLY ACKNOWLEDGE THAT I UNDERSTAND THAT THE PROGRAM MANAGER'S PROPOSED BUSINESS IS SPECULATIVE IN NATURE AND CARRIES WITH IT MANY RISKS THAT EVEN A COMBINATION OF EXPERIENCE, SCIENTIFIC INFORMATION, AND CAREFUL EVALUATION CANNOT ALWAYS OVERCOME, AND MY INVESTMENT IS SUBJECT TO A HIGH RISK OF LOSS.

(E) THE INVESTOR HEREBY CONSTITUTES AND APPOINTS THE PROGRAM MANAGER OF THIS PROGRAM MANAGER, WITH FULL POWER OF SUBSTITUTION AND RE-SUBSTITUTION, THE TRUE AND LAWFUL ATTORNEY FOR THE INVESTOR FOR ALL MATTERS RELATED TO PROGRAM MANAGER BUSINESS. THE INVESTOR ALSO CONSTITUTES AND APPOINTS THE PROGRAM MANAGER OF THIS PROGRAM MANAGER, WITH FULL POWER OF SUBSTITUTION AND RESUBSTITUTION, TO ACT AS THE TAX MATTERS PARTNER FOR THE PROGRAM MANAGER.

INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

(2) EACH INVESTOR IS HEREBY GIVEN AN OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE OFFICERS AND DIRECTORS OF PROGRAM MANAGER OR ANY PERSON ACTING ON THEIR BEHALF CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION TO THE EXTENT PROGRAM MANAGER POSSESSES SUCH INFORMATION (OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT AND EXPENSE) NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM. FURTHERMORE, THE PROGRAM MANAGER HAS OR WILL HAVE VARIOUS DOCUMENTS CONNECTED WITH THE PROPOSED BUSINESS OF THE PROJECT.

(F) THE UNDERSIGNED HEREBY SUBSCRIBED TO UNIT(S) AT TWELVE THOUSAND AND FIVE HUNDRED (\$12,500) UNITED STATES DOLLARS PER UNIT, FOR A TOTAL PURCHASE PRICE OF \$.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR SET FORTH BELOW.

Month _____ Day of 2024

INVESTOR SIGNATURE

NAME (Please Print)

JOINT OWNER SIGNATURE

NAME (Please Print) _____ Month _____ Day of 2024

PURCHASER REPRESENTATIVE (If any)

____ Month ____ Day of 2024

INVESTOR SIGNATURE

NAME (Please Print)

JOINT OWNER SIGNATURE

NAME (Please Print)

PURCHASER REPRESENTATIVE (If any)

THE CHECK MUST BE IN THE EXACT AMOUNT OF THE UNIT(S) SUBSCRIBED, AND MADE PAYABLE TO: **ENDEAVOR RESOURCES, LLC.**

____ Month ____ Day of 2024

BY: DANNY THOMASSON, Program Director/MEMBER

The undersigned will rely solely upon independent investigations made by the undersigned in making the decision to participate. The undersigned has been advised that there has not been and is not now a public market for the interest and that there is little possibility that such a market will develop in the future, thereby requiring the interest to be maintained for an indefinite period of time. The undersigned understands and realizes that the interest cannot be readily sold or liquidated in case of an emergency or other financial need and further that in any event, the transfer of the interest is restricted in such a manner so that any proposed sale could be significantly delayed since the sale of interest is subject to the first refusal of the other participants. The undersigned hereby represents and warrants that sufficient liquid assets are otherwise available to the undersigned so that participation will cause no undue financial difficulties.

The undersigned is aware that Endeavor Resources, LLC and affiliated persons or organizations are and may in the future be engaged in businesses which are competitive with the project and agrees and consents to such activities, even though there may be conflicts of interest inherent therein.

The undersigned understands that all information and materials concerning this project are confidential and represents and warrants that she/he will not reproduce or distribute same in whole or in part nor divulge any of their contents without the prior written consent of Endeavor Resources, LLC. The undersigned further represents that should she/he not be interested in pursuing further negotiations or participation in the interests referred to herein, she/he will promptly return all materials to Endeavor Resources, LLC.

The undersigned recognizes that the acceptance of her/his participation will be based upon her/his representations and warranties set forth herein above and the statements made by her/him herein or elsewhere. She/he hereby agrees to indemnify and defend Endeavor Resources, LLC. and its Affiliates and to hold such firms and each officer, director, partner, agent and attorney thereof harmless from and against any and all losses, damage, liability or expense, including costs and reasonable attorneys' fees,

cont.

to which they may be put or which they may incur by reason of, or in connection with, any misrepresentation made by her/him herein, any breach by the undersigned of her/his warranties and/or failure by her/him to fulfill any of his covenants or agreements set forth herein or arising out of her/his participation in violation of state or federal laws.

The undersigned acknowledges his/her understanding that these interests are not "securities" for the purposes of the applicability of any State or Federal law governing the purchase and sale of securities, and/or are exempt from being governed by such laws. Moreover, the undersigned acknowledges his/her understanding that the interests are not registered as "securities" under any State or Federal Law.

I acknowledge that I have carefully read the above and I stipulate and agree to same.

I acknowledge that the information I have provided above is true and correct to the best of my knowledge.

I acknowledge that any delivery to me of the Confidential Private Offering Memorandum relating to the Units prior to the determination Of my suitability as an investor shall not constitute an offer of Units until such determination of suitability has been made, and if is determined that I am not a qualified person, I shall promptly return all materials previously received from Endeavor Resources, LLC.

This Affidavit of Suitability must be initialed and dated on each page, signed and dated on the line below, and include a Tax S.S.#.

SIGNATURE OF INDIVIDUAL / COMPANY NAME

TITLE

_____ Month _____ Day of 2024

TAX ID#/S. S. #

SIGNATURE OF JOINT OWNER

TITLE

_____ Month _____ Day of 2024

TAX ID#/S. S. #



FREQUENCY OF PRIOR INVESTMENTS (Check One in each column)

(G)	Marketable Securities	Real Estate	Oil & Gas Leasing, Etc	Tax Advantaged Investments
Frequently	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Occasionally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Never	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(H) Have you or do you now make investments that involve some degree of risk? Yes ☐ No ☐

(I) Do you believe yourself to be a competent and/or knowledgeable investor? Yes ☐ No ☐

IF YOUR ANSWER WAS "NO" TO QUESTION H and/or I :

Do you have an investment advisor

("Purchaser Representative upon whom you rely for investment advice?") Yes ☐ No ☐

Have you relied on his/her advice with respect to contemplated investment in this project? Yes ☐ No ☐

Is he associated or affiliated with the Project or its affiliates? Yes ☐ No ☐

If so, how?

Has he verified the fact of his association or non-association with the above to you? Yes ☐ No ☐

(J) Have you been furnished with a copy of the Private Placement Memorandum? Yes ☐ No ☐

(K) Have you read it? Yes ☐ No ☐

If you have an investment advisor, has he read it? Yes ☐ No ☐

(L) Do you fully understand the nature of the investment and the risks involved? Yes ☐ No ☐

(M) Do you fully understand that you will not be able to resell units, that they are not freely transferable, and that the units purchased will not be registered? Yes ☐ No ☐

(N) Do you fully understand that you may not rely on any oral or written representation other than as are contained in the Private Placement Memorandum? Yes ☐ No ☐

(O) Are you purchasing the Units for Yourself? Yes ☐ No ☐

If "NO", for whom?

(P) Are you purchasing the Units for investment? Yes ☐ No ☐

I acknowledge that the information I have provided above is true and correct to the best of my knowledge and belief and may be relied upon by Program Manager in determining whether the offering, in connection with which I have executed this questionnaire, is exempt from registration under the Securities Act and I will promptly notify in writing of any changes to the Program Manager.

(Q) _____
Signature of Investor: _____ Signature of Joint Investor: (If applicable) _____
Today' s Date: _____

BILLY JOHNSTON #2 REWORK

Signature of Individual / Company Name _____ Date _____

Title _____ Tax ID #/S. S. # _____
Accepted and agreed to this _____ day of _____, 2024

Signature:

BILLY JOHNSTON #2 REWORK

ENDEAVOR RESOURCES, LLC.
BY: DANNY THOMASSON, MEMBER

ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF _____
On this _____ day of _____, 2024, before me personally appeared _____ to me known to be an member of Endeavor Resources, LLC. a Kentucky LLC, who executed the foregoing SUBSCRIPTION AGREEMENT as operator and acknowledged that he executed the case as his free act and deed on behalf of such Program Manager.

My Commission Expires: _____
Notary Public: _____

BILLY JOHNSTON #2



ENDEAVOR RESOURCES, LLC.

8525 STATE ROUTE HIGHWAY 70 WEST BREMEN, KENTUCKY 42325

(1) SUBSCRIPTION FOR UNIT(S):

I/We, the undersigned (Investor), do hereby confirm to ENDEAVOR RESOURCES, LLC., of my intention to purchase Unit(s) of the **BJ2 REWORK PROJECT** at TWELVE THOUSAND and FIVE HUNDRED (\$12,500) United States Dollars for each unit for a total of United States Dollars, representing 1.875% Net Revenue Interest (per unit) in the project of three wells to be drilled in Christian County, Kentucky. By my signature below, I hereby authorize and direct the Program Manager to sign the Program Manager Agreement on my behalf pursuant to his powers as my attorney-in-fact. I shall not make any sale, transfer or other disposition of the Units in violation of the Securities Laws of any state or jurisdiction or the Rules and Regulations promulgated (the "State Act"), or in violation of the Securities act of 1933, as amended, or the General Rules and Regulations promulgated (the "1 933 Act") or any state securities act where I reside.

This subscription shall expire on the 08/15/2025, the Termination Date, unless accepted by Program Manager prior to that time or at such extended time as we may agree.

I understand and agree I shall not be entitled to certificates until the Units are fully paid.

(2) REPRESENTATIONS AND UNDERSTANDINGS:

(A) I have received a copy of the Private Placement Memorandum including all of its exhibits dated October 1, 2024, and I have reviewed it carefully, and have relied solely upon it and investigations made by me or my representative in making my decision to invest.

(B) I represent and warrant to the Program Manager that the purchaser is a resident of (State / Country) and that I am purchasing this/these Unit(s) for my own account, without any view to public redistribution. I further represent and warrant that I am a person who is able to bear the economic risk of the investment I am making in the Program Manager Unit(s) of the Program Manager.

(C) I fully understand that the Unit(s) I am acquiring in the Program Manager have not been registered under The Securities Act of 1933, as amended, nor under any state securities laws, because they are sold and issued in reliance upon exemptions which are available only if I, and all other selected investors participating in the placement of the Unit(s), acquire their respective Unit(s) in the Program Manager for investment purposes only and without a view to public redistribution, acknowledge that I am familiar with the phrase acquired for investment and not with a view to redistribution, and the special meanings given to such terms and various releases and interpretations of regulatory agencies governing the offer and sale of securities.

(D) I understand that no federal or state agency has made any finding or determination as to the fairness of this investment, nor any recommendation or endorsement of the Unit(s).

(E) I acknowledge that by signing this Subscription Agreement I am not waiving any rights I have under Federal and State securities laws.

(F) I represent and acknowledge that the amount of the investment which I am making in the Program Manager is from funds which I have available for speculation and will not interfere in any respect with my long range investment plans, immediate family or personal obligations, and other commitments. I further represent I have adequate means of providing for my current needs, personal obligations, and contingencies without any need of liquidity or return of the investment I am making in the Program Manager.

(G) I represent that I am a financially an (Check one)

☐ I) ACCREDITED INVESTOR or

☐ II) NON-ACCREDITED INVESTOR

As set forth in the Private Placement Memorandum. I further represent that all of the information contained in the enclosed Investor Information Sheet was supplied by me and that it is true and correct.

(H) I understand and acknowledge that this Subscription may be accepted or rejected by the Program Manager. If it is rejected, the original Subscription Agreement will be returned to the Investor within ten (10) business days. If it is accepted, a copy showing acceptance by the managing Partner will promptly be returned to the Investor.

(I) I understand and accept that all provisions of this Agreement are made in Christian County, Kentucky, and that venue and jurisdiction for all matters in dispute shall also be in Christian County, Commonwealth of Kentucky.

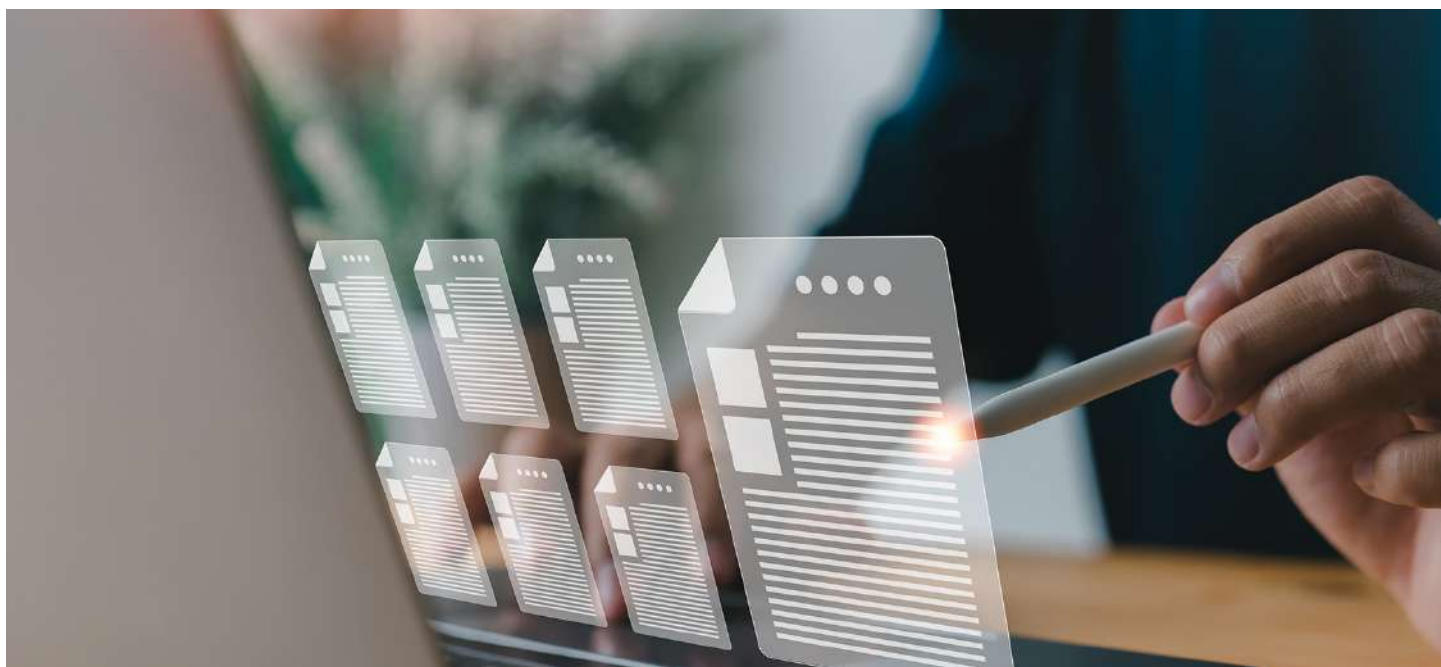
(J) With the foregoing understanding and acknowledgments, I hereby affirm the purchase of my Unit(s). I understand that I have five (5) days after the acceptance of my subscription by the Program Manager to exercise my Right of Rescission.

(K) SPECIAL NOTICE TO INVESTORS:

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THESE 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 DETERMINED THE 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.



AFFIDAVIT OF SUITABILITY



Oil and gas ventures are inherently HIGH RISK in nature and are not suitable for everyone. The following information will determine the undersigned's suitability to participate in oil and gas ventures and may be requested by state or federal regulatory agencies. It will be kept strictly confidential and will not be used for any other purpose.

The undersigned warrants and represents that she/he possesses extensive experience and knowledge in business affairs such that she/he is capable of intelligently exercising her/his management powers.

The undersigned warrants and represents that she/he is not relying on the unique entrepreneurial or managerial ability of Endeavor Resources, LLC for the success of the captioned venture, and that her/his experience and knowledge in business affairs enable the undersigned to replace Endeavor Resources, LLC. and otherwise exercise meaningful powers. The undersigned understands and stipulates for all purposes that other Drillers, Operators, Managers, and related oil and gas experts are readily available which are competent to perform these functions.

The interest acquired by the undersigned will be acquired for the account of the undersigned only and not for the account or benefit, in whole or in part, of any other person or business entity, and the undersigned has no present intention of selling or distributing the same or any part thereof.

Any funds which may be tendered will not represent funds borrowed by the undersigned from any person or lending institution except to the extent that the undersigned has a source of repaying such funds other than from the sale of the interest so subscribed. Such interest will not have been pledged or otherwise hypothecated for any such borrowing.

The undersigned meets the definition of an "accredited investor" for securities law purposes and satisfies the standard(s) set forth below which have been checked. (To be an "accredited investor" the undersigned needs to satisfy only one of the standards listed; however, if more than one of the standards are satisfied, so indicate by checking opposite each applicable standard.)

THE UNDERSIGNED IS:

- ⬢ An individual whose net worth, individually or in addition to that of her/his spouse, at the present time, exceeds \$1,000,000.00 or, e An individual who has had individual income in each of the two most recent years in excess of \$200,000 or joint income with that person's spouse in excess of \$300,000 in each of those years and who reasonably expects the same income level in the present year; or,
- ⬢ An entity, all of the equity owners of which are "accredited investors"; or,
- ⬢ An individual or entity who may otherwise be deemed an "accredited investor" as that term is defined in Rule 501 (a) of Regulation D as promulgated by the Securities and Exchange Commission; or,
- ⬢ The undersigned is an accredited investor; who, for reasons of financial privacy, hereby elects not to specify the precise basis for qualification.

The undersigned is a person who has such knowledge and experience in financial and business matters so that she/he is capable of evaluating the merits and risks of participating in an oil and gas venture.

Signature

Month

Day of 2024



QUESTIONNAIRE

BILLY JOHNSTON #2 REWORK PROJECT NO. 1 CONFIDENTIAL INVESTOR INFORMATION QUESTIONNAIRE

PLEASE PRINT

(A) Name(s) Individual JTWROS:

Owner: Joint

Owner: Trust

(B) IRA Trust Corporation:

	Tax	ID No(s)	Owner: Joint
	<input type="text"/>	<input type="text"/>	<input type="text"/>
Owner	<input type="text"/>		

(C) Birth date(s): Owner Joint Owner

(D) Resident Address:

(E) City, State and Zip:

(F) Resident Telephone:

(G) Occupation or Title (or former occupation):

(H) Employer Name:

(I) Employer Address:

(J) City, State and Zip:

(K) Business Telephone:

(L) Total Net Worth: Please Mark One of the following:

- | A | B | C | D | E | F |
|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|---|
| <input type="checkbox"/> \$75,000 | <input type="checkbox"/> \$400,000 | <input type="checkbox"/> \$800,000 | <input type="checkbox"/> \$200,000 | <input type="checkbox"/> \$300,000 | <input type="checkbox"/> \$1-2,000,000 |
| <input type="checkbox"/> \$350,000 | <input type="checkbox"/> \$750,000 | <input type="checkbox"/> \$150,000 | <input type="checkbox"/> \$550,000 | <input type="checkbox"/> \$650,000 | <input type="checkbox"/> \$ 3-5,000,000 |
| <input type="checkbox"/> \$700,000 | <input type="checkbox"/> \$125,000 | <input type="checkbox"/> \$500,000 | <input type="checkbox"/> \$900,000 | <input type="checkbox"/> \$975,000 | <input type="checkbox"/> \$ 5-9,000,000 |
| <input type="checkbox"/> \$100,000 | <input type="checkbox"/> \$450,000 | <input type="checkbox"/> \$850,000 | <input type="checkbox"/> \$250,000 | | <input type="checkbox"/> \$10-12,000,000 |
| | | | | | <input type="checkbox"/> \$ 13-15,000,000 |
| | | | | | <input type="checkbox"/> \$ 16-18,000,000 |
| | | | | | <input type="checkbox"/> \$19-20,000,000 |

	2021 (est.)	2022 (est.)	2023 (est.)
(M) Total Individual Income:	<input type="text"/>	<input type="text"/>	<input type="text"/>
(N) Total Joint Income:	<input type="text"/>	<input type="text"/>	<input type="text"/>
(O) Educational Background (specify college attended and degree obtained, if any)			
<input type="text"/>			

FREQUENCY OF PRIOR INVESTMENTS (Check one in each column)

(P)	Marketable Securities	Real Estate	Oil & Gas Leasing, Etc	Tax Advantaged Investments
Frequently	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Occasionally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Never	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Q) Have you or do you now make investments that involve some degree of risk? Yes ☐ No ☐

(R) Do you believe yourself to be a competent and/or knowledgeable investor? Yes ☐ No ☐

IF YOUR ANSWER WAS "NO" TO QUESTION Q and/or R :

Do you have an investment advisor
("Purchaser Representative upon whom you rely for investment advice?") Yes ☐ No ☐

Have you relied on his/her advice with respect to contemplated investment in this project? Yes ☐ No ☐

Is he associated or affiliated with the Project or its affiliates? Yes ☐ No ☐

If so, how?

Has he verified the fact of his association or non-association with the above to you? Yes ☐ No ☐

(S) Have you been furnished with a copy of the Private Placement Memorandum? Yes ☐ No ☐

(T) Have you read it? Yes ☐ No ☐

If you have an investment advisor, has he read it? Yes ☐ No ☐

(U) Do you fully understand the nature of the investment and the risks Involved? Yes ☐ No ☐

(V) Do you fully understand that you will not be able to resell units, that they are not freely transferable, and that the units purchased will not be registered? Yes ☐ No ☐

(W) Do you fully understand that you may not rely on any oral or written representation other than as are contained in the Private Placement Memorandum? Yes ☐ No ☐

(X) Are you purchasing the Units for Yourself?

Yes ☐ No ☐

If "NO", for whom?

(Y) Are you purchasing the Units for investment?

Yes ☐ No ☐

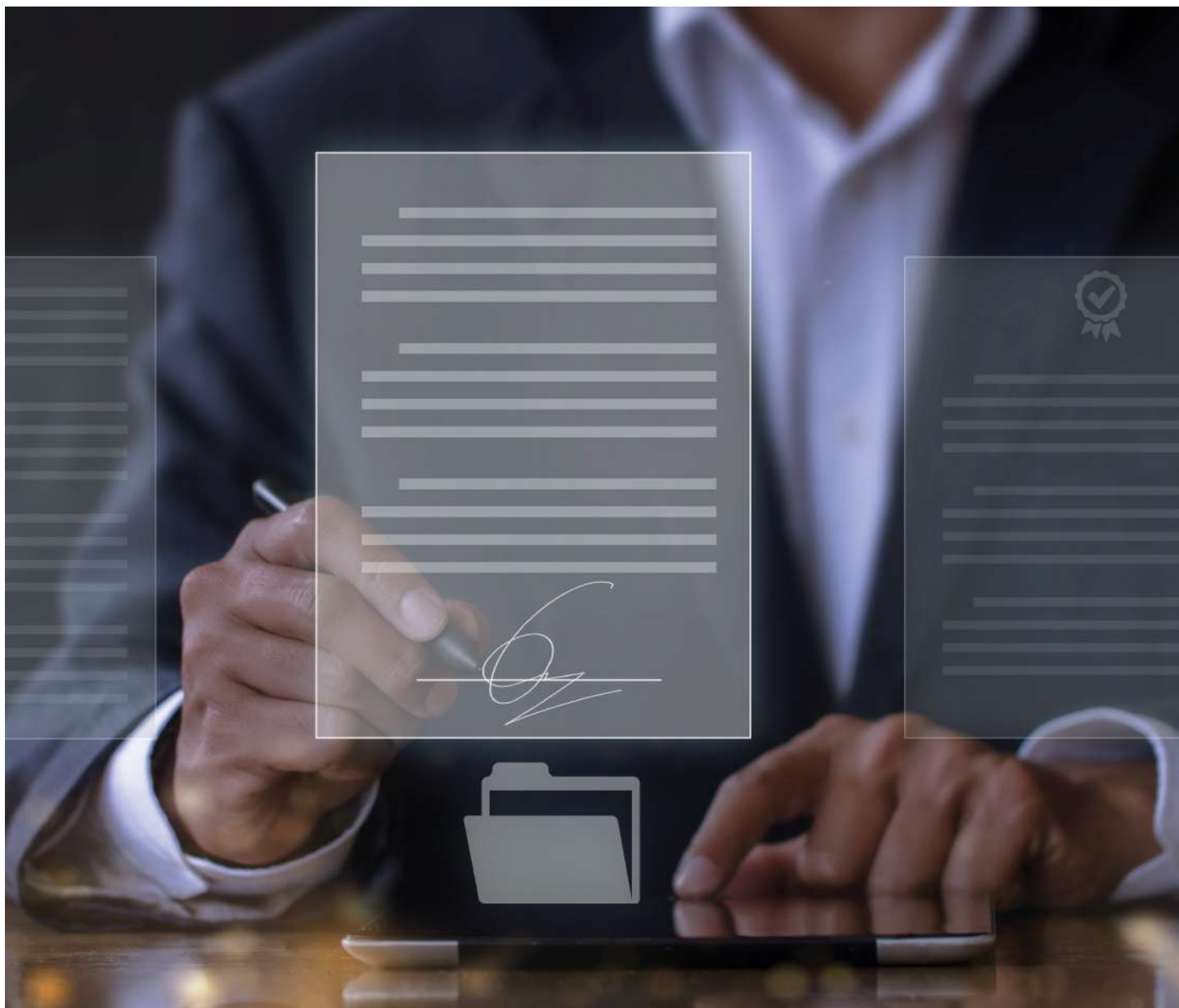
I acknowledge that the information I have provided above is true and correct to the best of my knowledge and belief and may be relied upon by Program Manager in determining whether the offering, in connection with which I have executed this questionnaire, is exempt from registration under the Securities Act and I will promptly notify in writing of any changes to the Program Manager.

(Z)

Signature of Investor:

Signature of Joint Investor: *(If applicable)*

Today's Date:



PROGRAM MANAGER AGREEMENT



THIS GENERAL PROGRAM MANAGER AGREEMENT is made and entered into as of this _____ day of _____ 2024, by and among ENDEAVOR RESOURCES, LLC, INC. (the "PROGRAM MANAGER") and all those persons whose names and all those persons who from time to time execute a Participants Signature Page and are admitted to the PROGRAM MANAGER and who have executed and delivered this Agreement (the "Participants").

WHEREAS the parties hereto desire to enter into a Direct Participation of Working Interest in The Billy Johnston #2.

WHEREAS the PROGRAM MANAGER wishes to admit new Participants in return for their capital contributions to the PROGRAM as units of investment, the PROGRAM MANAGER intends to accept capital contributions from such new Participants and to extend the funds so acquired for the purposes set forth under this agreement; and agrees as follows:

WHEREAS the parties to this Agreement desire to amend and restate the Agreement to provide for, among other things:

- (a) The admission of persons as Participants, and
- (b) The establishment of provisions for capital contributions to the PROGRAM MANAGER; and
- (c) The allocation of profits, losses and distributions among the Investors.

The parties hereto are entering into this Agreement to evidence such withdrawal, admissions, establishment, and obligations of the parties hereto.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants, conditions and agreements hereinafter set forth, the parties hereby agree that the original Agreement shall be amended and restated and, as so amended and restated, this OPERATING Agreement of PROGRAM MANAGER constitutes the entire agreement of the parties, as follows:

CONTRACT AND OPERATING AGREEMENT

CONTRACT AND OPERATING AGREEMENT BETWEEN ENDEAVOR RESOURCES, LLC, AND HILLTOPPER ENERGY, LLC

INVESTOR NAME

This AGREEMENT made and entered into the _____ day of _____, 20_____, between Endeavor Resources, LLC, physically located at 8525 State Route Highway 70 West, Bremen, Kentucky 42325, hereinafter referred to as "OPERATOR", and _____,

WITNESSETH: That for and in consideration of the premises and the mutual covenants and provisions contained herein, said parties do hereby agree as follows:

1. OPERATOR owns certain oil and gas leasehold estate interests in property and leases referred to and described as THE BILLY JOHNSTON #2 ", and _____ desires to acquire WORKING INTERESTS in BILLY JOHNSTON #2 REWORK WELL LOCATION on said lease, well locations to be chosen by operator, to the extent and in the amount of 100% Working Interest / 60% Net Revenue Interest of the Billy Johnston #2 Rework and Frac. The Billy Johnston #2 well location, all for the purpose of conducting exploratory operations and development of the wells for the production of oil, gas, casing head gas, gas condensate and all others liquid or gaseous hydrocarbons.

2. Endeavor Resources, LLC and Hilltopper Energy, LLC, shall be the OPERATORS of said leases and shall conduct, direct and have full control of all operations of the leases; all operations shall be conducted in a good and workmanlike manner according to the standards in the WESTERN KENTUCKY OIL FIELDS, said OPERATOR shall have no liability to _____ for losses sustained or liabilities incurred by reason of this agreement. All employees shall be the employees of the OPERATOR and the number of employees, their selection, hours of labor and compensation for services performed, shall be determined by OPERATOR. The OPERATOR shall keep in force policies of insurance, including Workers Compensation Coverage for all employees of Endeavor Resources, LLC., otherwise all subcontractors will be required to provide certificates of insurance made in favor of Endeavor Resources, LLC, liability and property damage in such amounts and coverage's as may be determined by OPERATOR to be reasonable and in compliance with all applicable regulations and laws.

OPERATOR shall hold harmless and indemnify _____ for any casualty loss to any third person, including any employee of OPERATOR or any subcontractor, who may be injured on the leasehold premise, caused by the negligent acts of the OPERATOR, its employees, vendors, independent contractors, subcontractors, or any other person who is injured on the leasehold premises. In addition, OPERATOR agrees to hold harmless and indemnify THE INVESTOR from any contamination caused from the operations of OPERATOR including any action brought by a governmental agency or any aggrieved landowner.

3. OPERATOR agrees to commence the Rework and Frac of the e BILLY JOHNSTON #2 well for commercial production of oil and/ or gas on said property as soon as all working interest are sold/or enough capital has been placed to drill the said Well. If in the judgment of the OPERATOR the well will not produce oil or gas enough paying quantities, _____ shall be notified and the well shall then be plugged and abandoned as promptly as possible.

4. Each party shall execute all divisions' orders and contracts of sale pertaining to his interest in production from the Well(s) and shall be entitled to receive payment from the oil or gas purchaser for his share of all production.

5. _____ shall have access to the leased premises at all times, at their sole risk, to inspect or observe operations and shall also have, at reasonable times, access to the books and records of OPERATOR pertaining to the development and operation of the specific wells.

6. _____ agrees to pay all leasehold operating expenses, including the cost of the Pumper.

Fee which will be initially set at \$500.00 monthly, per well. Payment of those costs shall be due OPERATOR within ten (10) days from the date of notification, whether oral or written. IF _____ fails to pay the said costs within said time, the amount due shall bear interest of 12% per annum until paid. Further, _____ hereby irrevocably grants OPERATOR the right and authority to receive all monies, including expenses or otherwise due by _____ to OPERATOR, from purchaser of the oil and/ gas purchased from said well(s) and OPERATOR shall have the right to execute for and on the behalf of _____ any and all division orders or transfers orders to effectuate said purchase.

7. OPERATOR may resign from its duties as operator at any time upon written notice of not less than (90) days given to _____. The retiring operator shall deliver to its successor all information and records necessary for the new operator to discharge his duties and obligations.

8. The liability of the parties to this agreement shall be several, not joint or collective. It is not the intention of the parties to create, nor shall this agreement be construed as creating a mining or other partnership or association, or to render them liable as Investors.

9. Each of the parties hereto elects, under the authority of Section 761(a) of the Internal Revenue Code of 1954, to be excluded from the application of all provisions of Subchapter E of Chapter 1 of Subtitle A of the Internal Revenue Code of 1954. If the income tax laws of the state or states in which the property covered hereby is located contain, or may hereafter contain, provisions under which a similar to those contained in the Subchapter of the Internal Revenue Code of 1954 above referred to under similar election is permitted, each of the parties agrees that such an election is permitted, each of the parties agrees that such election shall be exercised. Each party authorizes and directs the OPERATOR to execute such election or elections on its behalf and to file the election with the proper governmental office or agency. If requested by the OPERATOR may in lieu of filing copies, notify said authorities of the election by separate instrument in proper form.

10. If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to make money payments, that party shall give to all other parties prompt written notice of the force majeure with reasonable full particulars concerning it; the obligations of the party giving notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all possible diligence to remove the force majeure as quickly as possible. The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the direction of the party concerned. The term "force majeure" as here employed shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war blockade, public riot, lighting, fire, storm, flood, explosion, governmental restraint, unavailability of equipment, and any other cause, whether of kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

11. All notices or correspondence authorized or required between the parties shall be given in writing by the United States mail addressed to the party to whom the notice is given at the address listed herein and shall be deemed given as of the date of the notice or correspondence.

12. This instrument may be executed in counterpart, each to be considered an original, and shall be binding upon the successors/heirs and assigns of all parties.

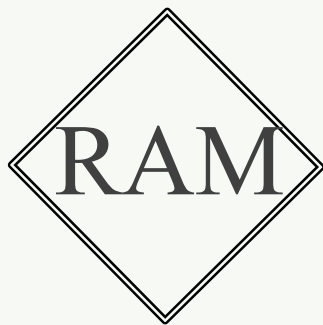
13. In the event of default by _____ of any of the terms and conditions contained herein, _____ shall further be responsible for the OPERATOR'S reasonable attorney's fees and cost incurred thereby. In the event of default by OPERATOR of any of the terms and conditions contained herein, the OPERATOR shall further be responsible for reasonable attorney's fees and cost incurred thereby.

IN WITNESS WHEREOF this instrument has been executed, on this date herein above written.


Investor Name: Number of Units Buying:

Witness Signature:





CONTACT

 270.403.1125

hilltopperenergy@gmail.com

 Hopkinsville, KY

 LinkedIn Profile

SKILLS

Attention to Detail

P/L & Performance Improvement

Team Leadership

Project Planning

Accountability

Improving Efficiency

Entrepreneurship / Turnarounds

Business Development

Risk Assessment

Resource Management

Product Development

Capitalization & Investment

Negotiation / Deal Closing

Financial & Legal Transactions

Organizational Management

Uncovering New Trends / Vision

Revenue & Profit Growth

EDUCATION

BACHELOR OF SCIENCES

Accounting

Equivalent Minor – Finance

University of Kentucky

Gatton Business School

1998-2003

R. Allen McVay

President, Hilltopper Energy

PROFESSIONAL PROFILE

10+ years CEO oversight, 15+ years management leadership, 20+ years' Operations, Finance and Business Development experience with exceptional record of driving revenue, building brands, and enhancing value. Proven record of building business to revitalize underperforming areas. Versatile and well-rounded with a diverse background encompassing many aspects of the oil and gas, real estate, and retail industries. Established reputation for achieving success despite complex challenges. An ethics-based leader putting service over self.

ACHIEVEMENTS

- Launched Start-up Company amidst economic downturn. Leveraged capital implemented strategic marketing and became profitable within one year.
- Designed and Implemented complex spreadsheets to oversee a maintain \$160+ million in annual sales that are still in use by the organization today.
- Tripled profitability of retail business within 6 months of leading
- Secured thousands of acres of drilling rights and miles of pipe line right of way

EXPERIENCE

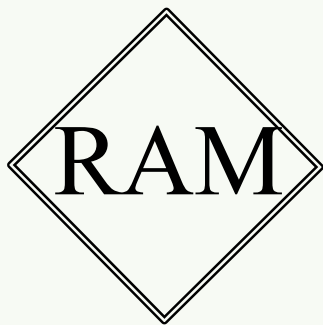
PRESIDENT

Hilltopper Energy, LLC. 2008-Present

Operating, leasing & investment in oil and gas industry

Opportunity to utilize and amalgamate diverse skill set and career experience in business, economics, finance and operations. Fluency in all disciplines of business resulted in effective due diligence, organizational evaluation, assessing financial health and forecasting an ability to succeed for purposes of capitalization, investment and growth.

- Responsible for entirety of the organization, technologies, sales, contracts, personnel, opportunity, markets and deal structure. *Skill: Acumen*
- Constructed multiple joint venture or acquisition deals across the energy sector. Including securing contracts and right of ways to lay natural gas pipeline, and securing contracts with the state of Kentucky to plug and reclaim 50 abandoned wells as part of a federal government program. *Skill: Diverse Business Development*
- Oil and Gas well service division with focus on repairing existing wells, service rig operation, dirt work and reclamation, well plugging, vac truck services, roust about labor, and pipe line construction. *Skill: Team leadership*
- Current portfolio owns and operates 40 oil or natural gas producing wells and 20+ miles of natural gas pipe line tied into multiple markets. *Skill: Product Development*



R. Allen McVay

President, Hilltopper Energy

TECHNICALSKILLS

Microsoft Office Suite
Windows Operating Sys

Adobe Creative Suite
HTML, CSS & JAVA

Exchange Servers, Networking & IT
Systems

Technology & Data Migration

QuickBooks

Salesforce

Multiple Social Media Platforms

SOFTSKILLS

Integrity

Communication

Courteous

Responsible

Social Skills

Positive Attitude

Professional

Adaptable / Flexibility

Teamwork

Work Ethic

DISCANALYSIS

Motivated by Ability to Lead

Extremely Task Oriented

Analytical

Effective Problem Solver

Maintains Deadlines Well

Seeks Tangible Results

Facts-Based Orientation

Quality / Accuracy

Achieve Bottom-line Results

Great in A Crisis

Self-Reliant

Overcomes Obstacles

Encourages People

Competitive

EXPERIENCEcontinued

Member, Manager

ADG Properties, LLC 2007-2016

Rental Property ownership and management

- Conceived and built business model, strategies and infrastructure, establishing unique local rental brand despite severe economic downturn. Turned a challenged residential rental neighborhood into a desired area of a small town. Emphasis on business planning, architecting revenue models, multi-faceted marketing strategies and customer-centric tactics. *Skill: Strategy, Mission & Vision Planning*
- Doubled property values and revenues through integrated marketing campaigns, customer service, and property diversification. *Skill: Revenue & Profit Growth*

Operations Manager 2003-04 Financial Operations Coordinator 04-07

Saver Group, INC.

Owns and Operates 30+ Save A Lot grocery stores, 2nd largest independent Save A Lot operator

- Healed company through fresh vision and communication. Brought critically underperforming area of the company back into the black, while dropping 400% area employee turnover rate to less than 100% and increasing both customer service and store cleanliness. *Skill: Change Mgmt.*
- Achieved record-level gross profits and sales tripling an areas bottom line within 6 months. *Skill: Bottom-line Improvement*
- Developed and implemented a complex new spreadsheet that tracks shrink, labor, and individual stores gross profit that is still in use by the company today. *Skill: Improving Efficiencies*
- Developed and implemented a companywide bonus program. *Skill: Achieving Mission Critical Results*

Owner/Operator 1999-2003

H&M Lawn Care DBA Classic Cuts

Specializing in design and implementation of lawn care and landscaping

- Began business while attending the University of Kentucky in Lexington KY. Grew revenues to grossing over \$300,000 annually while going to school full time. Achieved large revenue growth by excelling in customer service and marketing strategies. Secured large contracts to design, landscape, and maintain the exterior of all facilities with many large corporations. *Skill: Entrepreneurship/Business Development*

PROFESSIONAL DEVELOPMENT / AFFILIATIONS

- Elder 2019-present
Journey Church
- Finance Chair 2014-2016
St Andrews UMC
- Board Member 2008-2016
NB Foods, LLC.
- Board member 2006-2007
Grace Emmaus

OPERATORS

Endeavor Resources, LLC and Hilltopper Energy, LLC

WORKING INTEREST: 100%

NET REVENUE INTEREST: 60%

INVESTOR INTEREST AND UNITS IN BJ #2

(4) UNITS 1/8 WORKING INTEREST EQUALS

7.5% NET REVENUE

COST IS **\$50,000**

(2) UNITS 1/16 WORKING INTEREST EQUALS

3.75% NET REVENUE

COST IS **\$25,000**

(1) UNIT 1/32 WORKING INTEREST EQUALS

1.875% NET REVENUE

COST IS **\$12,500**

Investor Signature:

Address: State: Zip:

Telephone: Email:

Fed Id or SS#

ENDEAVOR RESOURCES, LLC.

8525 STATE RT. 70 WEST, BREMEN, KY 42325 270-543-5528

ESTIMATE OF COST AND AUTHORIZATION FOR EXPENDITURE

Prospect Name: Warsaw	Field: Billy Johnston #2	Lease: Billy Johnston #2	Date:
County: Christian	State: Kentucky	Primary Objective: Salem-Warsaw	<input type="text"/>

WARSAW SLICKWATER FRAC

CLASSIFICATION OF EXPENSE	SIZE	COMPLETION	TOTAL
INTANGIBLES			
Legal, Permits, Surveys & Leasehold		\$12,500.00	\$12,500.00
Location work & (Damages upon Restoration)		\$12,500.00	\$12,500.00
Insurance		\$3,500.00	\$3,500.00
Geological Services		\$5,000.00	\$5,000.00
Frac Tank Rental & Transportation		\$12,500.00	\$12,500.00
Completion Unit (Swabbing & Completion Work)	\$200 per hr 150	\$30,000.00	\$30,000.00
Perforating & Case Hole Logging	1	\$24,225.00	\$24,225.00
Stimulation - Slick Water Frac and Acid Job		\$115,000.00	\$115,000.00
Miscellaneous Intangibles		\$25,000.00	\$25,000.00
Administrative Overhead	Cost plus 15%	\$34,909.00	
Geological Prospect Fee			\$60,000.00
TOTAL INTANGIBLES			\$327,634.00

CLASSIFICATION OF EXPENSE	SIZE	PRICE / FT	FEET	COMPLETION	TOTAL
TANGIBLES					
Tubing	2"	\$8.00	11800	\$14,400.00	\$14,400.00
Packers - Plugs			5	\$4,400.00	\$4,400.00
Pumping Unit & Engine			1	\$15,000.00	\$15,000.00
Sucker Rods		\$3.00	1800	\$6,400.00	\$6,400.00
Downhole Pump	1	\$3,500.00		\$3,500.00	\$3,500.00
2100 bls Tanks and Water Separator	1			\$20,000.00	\$20,000.00
Miscellaneous Tangibles				\$12,500.00	\$12,500.00
TOTAL TANGIBLES					\$73,700.00
TOTAL INTANGIBLES & TANGIBLES					\$400,000.00
TOTAL COMPLETED WELL COSTS					\$400,000.00

Investor

Investor Name: Number of Units Buying:

APPROVALS:

Endeavor Resources LLC



Signature

Date:

Danny Thomasson

Member

Name:

Date:

AVERAGE PRICE OF CRUDE OIL IN 2022 WAS \$94.78 A BARREL



ENDEAVOR RESOURCES, LLC.

📍 8525 STATE RT. 70 WEST, BREMEN, KY 42325

Fax: 1-270-640-0010 Email: endeavorresources.llc@gmail.com

PHONE: 📞 270-543-5528

