



**Four Ways to Register!**

1. **Online:** [www.napeexpo.com](http://www.napeexpo.com)
2. **Mail:** NAPE Expo, c/o Wyndham Jade  
PO Box 224531  
Dallas, TX 75222
3. **Fax:** (972) 349-7715 (Credit Cards Only)
4. **Onsite:** Walk-up registration by cash or credit card

**August 15-16, 2018**  
**NAPE Attendee Registration Form**  
 For a booth registration form visit [www.napeexpo.com](http://www.napeexpo.com)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Did you attend either of the following NAPE Events?  2018 NAPE Summit  2017 Summer NAPE

My company has a booth at 2018 Summer NAPE:  Yes  No

Do you intend to occupy a hotel room on any night at NAPE?  Yes  No

What is your educational/professional background?  
 Geology  Land  Engineering  Geophysics  Finance/Banking/Investing/Trading  Law  Sales/Marketing  Administration

Are you a member of any of the following partner organizations?  AAPL  IPAA  SEG  AAPG  NONE

	Through 4/13/2018	4/14/2018- 7/13/2018	7/14/2018-8/10/2018	8/11/2018-8/16/2018(Onsite)
<b>BEST DEAL! Business Conference and NAPE Expo Attendee Registration</b>				
• Business Conference on Wednesday, August 15				
• Breakfast & Lunch on Wednesday, August 15	<input type="checkbox"/> \$555	<input type="checkbox"/> \$675	<input type="checkbox"/> \$705	<input type="checkbox"/> \$755
• Icebreaker & Hot Play Happy Hours Wednesday & Thursday, August 15-16				
• NAPE Exhibits on Wednesday & Thursday, August 15-16				
• Buffet Lunch on Thursday, August 16				
<b>NAPE Expo Attendee Registration</b>				
• Icebreaker & Hot Play Happy Hours Wednesday & Thursday, August 15-16	<input type="checkbox"/> \$260	<input type="checkbox"/> \$340	<input type="checkbox"/> \$380	<input type="checkbox"/> \$430
• NAPE Exhibits on Wednesday & Thursday, August 15-16				
• Buffet Lunch on Thursday, August 16				
<b>AddOn: Business Conference Attendee Registration</b>				
• Business Conference on Wednesday, August 15	<input type="checkbox"/> \$380	<input type="checkbox"/> \$380	<input type="checkbox"/> \$405	<input type="checkbox"/> \$455
• Breakfast & Lunch on Wednesday, August 15				
• Icebreaker on Wednesday, August 15				

**TOTAL DUE:** \$ \_\_\_\_\_

**PAYMENT OPTIONS:** Full payment (in U.S. funds) by check or credit card (Visa, MasterCard or American Express) must accompany registration. No purchase orders will be accepted. All registration fees must be paid in full.

Charge to:  Master Card  Visa  AMEX

Print name on card: \_\_\_\_\_ Card Number: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Signature: X \_\_\_\_\_

Your signature confirms your agreement to the DISCLAIMER AND SEC STATEMENT and the EXPO ATTENDEE CONTRACT included with this registration form and constitutes a release of the SummerNAPE® Expo LP, American Association of Professional Landmen, Independent Petroleum Association of America, Society of Exploration Geophysicists, American Association of Petroleum Geologists and all associated organizations and individuals from any and all liability arising from your attendance at, business or economic transactions resulting from your participation in the NAPE® Expo.

Signature: X \_\_\_\_\_ Agreed to this \_\_\_\_\_ day of \_\_\_\_\_

## 2018 SUMMER NAPE® EXPO ATTENDEE CONTRACT

This 2018 Summer NAPE® Expo Attendee Contract (this "Contract ") is between NAPE Expo LP, a Texas limited partnership, and the registered Attendee. The terms "you," "your," or "Attendee" as used in this Contract refer to the individual named Attendee, including such Attendee's representatives, agents and any individual / entity registering such Attendee with its permission or authorization.

1. Parties. This Contract is between NAPE Expo LP and the registered Attendee. The terms "you," "your," or "Attendee" as used in this Contract refer to the individual named Attendee, including Attendee's representatives, agents, guests and/or any individual / entity registering you with your direct, implied or apparent permission or authorization.
2. Event. The 2018 Summer NAPE® Expo ("NAPE®") is comprised of its exhibits which are open on August 15 - 16, 2018, and its Conference to be held August 18, 2018, and related activities such as the NAPE Expo Icebreaker, NAPE Business Luncheon, Hot Play Happy Hours, and Complimentary Luncheon.
3. Purpose. This Contract defines the terms of your attendance and/or participation in Summer NAPE® to be held on August 15 through 16, 2018, at the George R. Brown Convention Center in Houston, Texas (the "Convention Center"). Summer NAPE® is held for the purpose of providing an opportunity for interested exhibitors of (a) oil and gas exploration and development prospects, (b) oil and gas producing properties or (c) oil and gas lease or land positions ("Prospect/Property"); providers of energy capital services to the energy industry ("Capital"); providers of services related to the energy industry ("Vendor"); other non-profit organizations related to the energy industry ("Endorser"); and other organizations making additional contributions to Summer NAPE® ("Sponsor") to make initial contact with Summer NAPE® attendees ("Attendee") and with each other. This Contract outlines specific rights and obligations of each type of Attendee.
4. Endorsers. NAPE Expo LP is conducting Summer NAPE®. The American Association of Professional Landmen (AAPL), the Independent Petroleum Association of America (IPAA), the Society of Exploration Geophysicists (SEG), the American Association of Petroleum Geologists (AAPG), which are all limited partners of NAPE Expo LP, and other industry related associations and entities, endorse and attend NAPE®. These entities are referred to jointly and severally in this Contract as "Endorsers."
5. Date and Location. Summer NAPE® will be held on Wednesday, August 15 from 7:00 am-7:00 pm, Thursday, August 16, 2018, from 7:00 AM to 7:00 PM. Exhibits will be located in the George R. Brown Convention Center located at 1001 Avenida De Las Americas, Houston, Texas 77010.
6. Entrance to Exhibit Halls and Business Conference. Qualified individuals wishing to enter the exhibit halls or business conference on Wednesday, August 15 through Thursday, August 16 must purchase an appropriate level Attendee badge at the prevailing price. All Attendees must be at least 18 years of age. NAPE Business Conference registrations and badges may be purchased for \$340 each if purchased by April 13, 2018, and \$380 each if purchased by July 13, 2018, and \$405 each if purchased by August 10, 2018, and \$455 each after August 10, 2018 and NAPE Business Conference and Summer NAPE Expo Attendee registrations and badges may be purchased for \$555 each if purchased by April 13, 2018, and \$675 each if purchased by July 13, 2018, and \$705 each if purchased by August 10, 2018 and \$755 each after August 10, 2018. Summer NAPE® Expo Attendee registrations and badges may be purchased for \$260 each if purchased by April 13, 2018, and \$340 each if purchased by July 13, 2018, and \$380 each if purchased by August 10, 2018 and \$430 each after August 10, 2018. Students may purchase a Summer NAPE® Attendee registration for \$75. This Student registration is available Onsite. Students will be required to present a valid school identification upon registration check-in at Summer NAPE®.
7. Attendee Transfers. Registrations are transferable to qualified individuals through July 13, 2018 for a \$75 transfer fee and transferable during onsite registration for a \$100 transfer fee. No registration will be transferred after the badge has been picked up.
8. Attendee Cancellations. Attendee cancellations will be charged a \$100 cancellation fee through May 11, 2018. After May 11, 2018, no refunds will be issued. Please allow 1-2 weeks processing of cancellations. All cancellation requests must be in writing and sent to [napesummit@wyhdamjade.com](mailto:napesummit@wyhdamjade.com).
9. Badge Pick-up. Each Attendee must pick up his or her own badge onsite of Summer NAPE®. Photo Identification will be required upon check-in. If no photo identification is presented, NAPE Expo LP retains the right, at its sole discretion, to deny access to any and all Summer NAPE® related exhibits and events. A valid student identification card will be required for all students picking up student Attendee registrations onsite. If

no student identification is presented, NAPE Expo LP retains the right, at its sole discretion, to require immediate payment for a full Attendee registration.

10. Badge Display. Attendee Badges must be displayed at all times. No admittance will be given to Attendees without badges visible.
11. Attire. Business attire is strongly recommended. All Attendees must dress and conduct themselves in a professional and businesslike manner. NAPE Expo LP retains the right, at its sole discretion, to cancel this Attendee registration and to remove or require the removal of any Attendee whose conduct or dress is unprofessional in NAPE Expo LP's sole discretion. If such action is deemed appropriate by NAPE Expo LP, then such Attendee will be deemed to be in breach this Contract and will have forfeited his or her registration privileges and will not be entitled to receive any refund of fees paid. NAPE Expo LP and any of the Endorsers or Sponsors shall not be liable to Attendee or any other third party for any damages, including but not limited to any direct, incidental or consequential damages arising from or related to the Attendee's actions or removal from Summer NAPE®.
12. No Suitcasing. Exhibiting, promotion or solicitation of products and services is allowed from designated exhibit booths only. No solicitation, distribution, advertising, displaying or promotion of any products or other materials or media outside of an exhibitors' designated booth ("Suitcasing") is strictly prohibited. NAPE Expo LP retains, at its sole discretion, the right to cancel this Attendee registration and to remove or require the removal of any Attendee whose networking or sales conduct is determined to be "Suitcasing". If such action is necessary, there will be no refund of fees paid to Attendee, nor will NAPE Expo LP nor any of the Endorsers or Sponsors be liable for any damages including but not limited to any direct, incidental or consequential damages arising from or related to the Attendee's action or removal from Summer NAPE®.
13. Excessive and Aggressive Direct Sales Networking. NAPE Expo LP retains the right, at its sole discretion, to cancel this Attendee registration and to remove or require the removal of any Attendee whose networking conduct is determined to be excessive or aggressive in NAPE Expo LP's sole discretion. If such action is necessary, there will be no refund of fees paid to Attendee, nor will NAPE Expo LP nor any of the Endorsers or Sponsors be liable for any damages including but not limited to any direct, incidental or consequential damages arising from or related to the Attendee's actions or removal from Summer NAPE®.
14. No Materials or Media May Be Passed Out or Displayed at Summer NAPE® Outside of Designated Booths or in Common Areas of the Convention Center. NAPE Expo LP retains the right, at its sole discretion, to cancel this Attendee registration and to remove or require the removal of any Attendee who is determined to be distributing or displaying materials or other media in common areas of the Convention Center or outside of an exhibitor's designated booth, without first obtaining NAPE Expo LP's prior written approval, which approval may be withheld NAPE Expo LP's sole discretion. If such action is necessary, there will be no refund of fees paid to Attendee, nor will NAPE Expo LP nor any of the Endorsers or Sponsors be liable for any damages including but not limited to any direct, incidental or consequential damages arising from or related to the Attendee's actions or removal from Summer NAPE®.
15. Security. NAPE Expo LP will provide access and crowd management personnel during Summer NAPE® show hours for general safety and security purposes only. The security services provided by NAPE Expo LP are not intended or offered, nor are they to be interpreted by Attendees, in any form whatsoever, as a guarantee by NAPE Expo LP or the Convention Center against any loss, theft or damage to an Attendee or its property or possessions. Attendee understands and agrees that the provision of such security services constitutes adequate discharge of all obligations of NAPE Expo LP to supervise and protect Attendee or its property and/or possessions within the Convention Center.

ANY BELONGING OR PROPERTY BROUGHT INTO THE CONVENTION CENTER IS DONE SO AT ATTENDEES' AND EXHIBITORS' OWN RISK, INCLUDING WITHOUT LIMITATION ANY EXHIBIT MATERIALS, DISPLAYS, EQUIPMENT, ITEMS, GOODS, WARES AND ANY OTHER PROPERTY INCLUDING PERSONAL PROPERTY (COLLECTIVELY "PROPERTY"). NAPE EXPO L.P. ASSUMES NO RESPONSIBILITY OR LIABILITY FOR LOSS OF ANY PROPERTY OF ANY KIND BY, OR PHYSICAL INJURY, INCLUDING DEATH, TO ATTENDEE, AND YOU HEREBY RELEASE AND INDEMNIFY NAPE EXPO L.P. AND ALL ENDORSERS OR SPONSORS FROM ANY SUCH LOSS OR DAMAGE RESULTING IN ANY MANNER WHATSOEVER BY NAPE EXPO LP AND THE ENDORSERS OR SPONSORS AS A RESULT OF ANY MATTER SET FORTH IN THIS PARAGRAPH 15, OR OF ANY RELIANCE OR BREACH BY YOU OR YOUR REPRESENTATIVES UNDER THIS CONTRACT.

16. Photography/ Video/ Recording. From time to time, NAPE Expo LP or its agents may take or create photographs, motion pictures, video, sound or other electronic or computerized data recordings (collectively

the "Recordings") of Summer NAPE® in the Convention Center, as well as other Summer NAPE® venues. These Recordings may include images, likenesses, depictions or representations and/or voices of Attendees and/or your representatives. Attendee may not hinder, obstruct or interfere in any way with such Recordings whether obtained by NAPE Expo LP or its agents. Attendee acknowledges and agrees as a condition of entering into this Contract to attend and participate in NAPE®, Attendee, on its own behalf and on behalf of your representatives (i) grants to NAPE Expo LP the irrevocable right, license and authorization to use, publish, broadcast, translate, adapt and develop into other mediums and formats (including without limitation, video recordings, voice recordings and electronic and computerized data) Attendee's name, voice, image, likeness, or other portrayal, however received or obtained by NAPE Expo LP in the course of Summer NAPE®, either directly or through NAPE Expo LP's representatives or agents, for NAPE Expo LP's use in trade, marketing, advertising, promotion, publicity and for any other lawful commercial purpose in the advertising and promotion of NAPE® and other NAPE Expo LP meetings, events, conventions and exhibitions, without compensation or obligation to Attendee or its representatives; and (ii) NAPE Expo LP will retain the exclusive right, title and interest (including all worldwide copyrights) to any such Recordings, free of any claims by the Exhibitor or any other person deriving any rights or interest from the Exhibitor.

17. NAPE Web Site. The NAPE® Internet website ([www.napeexpo.com](http://www.napeexpo.com)) is intended to provide for the registration of NAPE® Attendees and to display a list of registered exhibitors. NAPE Expo LP makes no representations or warranties, express or implied, to Attendee regarding the veracity, accuracy or completeness of the information posted on or provided to the website or provided or displayed within the Convention Center during NAPE®. To the extent Attendee provides any information to NAPE Expo LP, including contact information and other personal information, Attendee grants to NAPE Expo LP the right to use or release such information for all lawful NAPE Expo LP and the Summer NAPE® related business purposes, including confirming Attendee's registration and participation related information to third parties retained or contracted by NAPE Expo LP to provide services required or requested for Summer NAPE®.
18. Knowledge, Representations and Warranties. You and each of your representatives expressly understand, acknowledge and agree as follows:
  - a. NAPE Expo LP's function in hosting Summer NAPE® is solely for the purpose of affording an opportunity for all interested attendees (whether exhibitors of any kind or otherwise) to make initial contact with each other. The showing of any Prospect at Summer NAPE® shall not constitute any offer to sell or to purchase any Prospect, and any communication between any parties regarding same shall be pursued separate and apart from Summer NAPE® and, if any, shall be undertaken in full compliance with any and all applicable laws and regulations. Each Attendee agrees to strictly abide by these prohibitions and restrictions.
  - b. Neither NAPE Expo LP, nor any Endorser or Sponsor, nor any of their respective directors, officers, representatives or employees, or their members acting on behalf of Summer NAPE® Expo L.P. represent or warrant that they have in any manner investigated any Prospect/Producing Property, Exhibitor or Capital Provider. None of such parties make any representation or warranty, express or implied, and hereby disclaim all implied warranties, as to (i) the accuracy or completeness of any and all Prospects/Producing Properties and capital transaction information, (ii) the presence of oil and gas in, on or under any Prospect/Producing Property or any portion of a Prospect/Producing Property or any quantities in connection with any Prospect/Producing Property, (iii) any results which may be expected from exploration, development or operation of any Prospect/Producing Property, (iv) oil and gas marketing and prices to be received for the sale of oil and gas, (v) the merit of the geology, economics or land situation of any Prospect/Producing Property, (vi) the environmental condition of any Prospect/Producing Property, (vii) the availability for purchase of a particular Prospect/Producing Property or of a particular interest in a Prospect/Producing Property, (viii) the financial or sophistication level of any Attendee or other participant, or (ix) the availability of a particular capital transaction or terms offered by a Capital Provider.
  - c. **YOU SHALL AND DO HEREBY RELEASE NAPE EXPO LP AND THE ENDORSERS AND SPONSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, REPRESENTATIVES, AND EMPLOYEES AND THEIR MEMBERS ACTING ON BEHALF OF NAPE EXPO LP FROM ANY AND ALL LIABILITY THAT MAY BE INCURRED AS A CONSEQUENCE OF YOUR ATTENDING AND/OR SHOWING ANY PROSPECT/PRODUCING PROPERTY AT SUMMER NAPE®, OR OF ANY CLAIMS BY ANY PERSON ALLEGING VIOLATION OF COPYRIGHT OR PROPRIETARY RIGHTS OF ANY PERSON, OR THAT SUCH SHOWING CONTAINS ANY MATTER CONSTITUTING LIBEL, SLANDER OR DEFAMATION, OR OF YOUR REVIEW AND/OR PURCHASE OF ANY PROSPECT/PRODUCING PROPERTY OR**

**PARTICIPATION IN ANY CAPITAL TRANSACTION AS A RESULT OF ANY INFORMATION PROVIDED TO OR OBTAINED FROM SUMMER NAPE®.**

- d. AS AN ATTENDEE, YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY ACTIONS OR INACTIONS THAT YOU OR YOUR REPRESENTATIVES TAKE, OR ADVISE OTHERS TO TAKE, IN RELIANCE ON ANY INFORMATION FURNISHED AT SUMMER NAPE® OR ON ANY PROSPECT/PRODUCING PROPERTY WHICH IS MADE AVAILABLE FOR PURCHASE AT SUMMER NAPE®, ON ANY CAPITAL TRANSACTION THAT IS OFFERED AT SUMMER NAPE®, OR ANY REPRESENTATIONS OR USE OF PROSPECT/PRODUCING PROPERTY INFORMATION IN VIOLATION OF THIS CONTRACT. YOU HEREBY INDEMNIFY AND HOLD HARMLESS AND AGREE TO DEFEND NAPE EXPO LP AND THE ENDORSERS AND SPONSORS, THEIR RESPECTIVE DIRECTORS, OFFICERS, REPRESENTATIVES AND EMPLOYEES AND THEIR MEMBERS ACTING ON BEHALF OF NAPE EXPO LP FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) INCURRED OR RESULTING IN ANY MANNER WHATSOEVER BY NAPE EXPO LP AND THE ENDORSERS OR SPONSORS AS A RESULT OF ANY MATTER SET FORTH IN THIS PARAGRAPH 17, OR OF ANY RELIANCE OR BREACH BY YOU OR YOUR REPRESENTATIVES UNDER THIS CONTRACT.**

19. Choice of Law and Jurisdiction. All questions with respect to the validity, interpretation and construction of this Agreement and the rights and liabilities of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. Any such proceedings will take place in the City of Houston, County of Harris, State of Texas to the exclusion of all other venues, and the Parties hereby consent to the jurisdiction of such courts and waive any objections to venue therein.

20. Severability/Waiver: If any term of this Contract is determined to be invalid or unenforceable, the remaining terms shall remain valid and enforceable as permitted by law. Any indemnity provided for in this Agreement shall survive the expiration of this Contract. No waiver of any breach of this Contract shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

21. MISCELLANEOUS/ENTIRE CONTRACT: The headings to the various sections of this Contract are inserted only for convenience of reference and are not intended nor will they be construed to modify, define, limit or expand the intent of the parties as expressed herein. Termination of this Contract will not affect or modify those obligations of the parties under the Agreement that by their terms are to survive the termination of this Agreement. This Contract and any amendments hereto constitute the complete and exclusive statement of the terms of the agreement between Attendee and NAPE Expo LP pertaining to Attendee's attendance at and/or participation in Summer NAPE® and supersede any and all prior oral and written understandings, communications and agreements. No person is authorized to make any changes, amendments or modifications to these terms and conditions except in a writing specifically referring to this Contract and signed by a duly authorized representative of NAPE Expo LP.

## **SEC DISCLAIMER STATEMENT**

### **VIEWERS & EXHIBITORS**

The 2018 Summer NAPE® Expo ("NAPE®") is held for the purpose of providing an opportunity for interested exhibitors ("Exhibitors") of (a) oil and gas exploration and development prospects, (b) oil and gas producing properties, or (c) oil and gas lease or land positions (all being herein referred to as "Prospects/Properties"), viewers of Prospects ("Viewers"), and providers of energy capital services to the energy industry ("Capital Providers"), providers of services related to the energy industry ("Vendors"), other non-profit organizations related to the energy industry ("Endorsers"), and other organizations making additional contributions to NAPE® ("Sponsors"), to make initial contact with each other. NAPE Expo LP and its General Partner, NAPE Management LLC, present NAPE®. The American Association of Professional Landmen (AAPL), the Independent Petroleum Association of America (IPAA), the Society of Exploration Geophysicists (SEG), and the American Association of Petroleum Geologists (AAPG), other industry related associations, and certain Capital Providers, support and endorse NAPE® - these entities are referred to herein as "Sponsors/Endorsers".

### **DISCLAIMER AND SEC STATEMENT.**

In consideration of you and your representatives being allowed access to NAPE® as a Viewer, you and each of your representatives understand, acknowledge and agree as follows:

- a. NAPE Expo LP's function is solely to provide a meeting place where Exhibitors, Capital Providers, and Viewers can make initial contact. Specifics concerning a particular Prospect, Property or capital transaction may be discussed and concluded only at a location other than NAPE®.
- b. Oil and gas exploration, development and production activities inherently involve highly speculative activities in which results cannot be exactly predicted and which necessarily involve risk of loss. All of the information furnished to you in connection with a Prospect or Property is derived through the use of scientific or other techniques associated with the oil and gas business, and, as such, should not be relied upon as statements of fact. Any reserve estimates, price calculations, price forecasts, exploration potential predictions or similar information contained in the material furnished in connection with a Prospect or Property are, or may well be, estimates only, and may not be indicative of actual results.
- c. Neither NAPE Expo LP nor any of the Sponsors/Endorsers, nor any of their respective partners, directors, officers, employees, contractors, agents or representatives, or their members acting on behalf of NAPE Expo LP, represent or warrant that they have in any manner investigated any Prospect, Property, Exhibitor, or Capital Provider. None of such parties makes any representation or warranty, express or implied, and each of them hereby disclaims all implied warranties, as to: (i) the accuracy or completeness of any and all Prospect, Property and capital transaction information; (ii) the presence of oil and gas in, on or under any Prospect or Property or any portion of a Prospect or Property, or any quantities thereof in connection with the Prospect; (iii) any results which might be expected from exploration, development, acquisition or operation of any Prospect or Property; (iv) oil and gas marketing and prices to be received for the sale of oil and gas; (v) the geologic, geophysical, engineering or economic merit of any Prospect or Property; (vi) the environmental condition of any Prospect or Property, including liability related to the Prospect or Property; (vii) the availability for purchase of a particular Prospect or Property, or of a particular interest therein; (viii) the financial or sophistication level of any Viewer or other participant; or (viii) the availability of a particular capital transaction or terms offered by a Capital Provider.
- d. You acknowledge and represent to NAPE Expo LP and its Sponsors/Endorsers that: (i) you are able to bear the economic risk of any oil and gas investment you make; (ii) you are capable of evaluating the merits and risks of investments in oil and gas activities; (iii) any interest that you may acquire in any Prospect or Property will be for your own account and not with a view to the distribution or sale thereof; (iv) you are acting solely

for your own account in making any evaluation; and (v) this Contract and NAPE® is not, should not and will not be construed as a prospectus or other such offer to sell a security or an interest in oil and gas properties.