

Exhibit C

Subscription Application and Agreement

Thrasher #1 L.P.

Continue to Next Page

INSTRUCTIONS FOR THE USE AND COMPLETION OF EXECUTION DOCUMENTS

These Execution Documents contain documentation required by the Managing General Partner to allow it to properly consider whether the tendered subscription for the Interests offered hereby may be accepted. This part of the offering is comprised of two separate sections: Section 1, Investor Questionnaire; and Section 2, Subscription Agreement.

Section 1 (Investor Questionnaire) is the Investor's written response to specific questions which request information which is necessary to allow the Managing General Partner to determine if each Investor qualifies as a "suitable investor" in compliance with certain United States Securities and Exchange Commission requirements and applicable provincial and state law guidelines.

Section 2 (Subscription Agreement) sets forth the terms and conditions agreed to by the Investor in subscribing for Interests. According to a portion of the terms of the Agreement, the Investor acknowledges the terms and restrictions of the Offering, including the arbitration clause, makes certain representations and warranties to Thrasher #1 L.P., and appoints the Managing General Partner as his attorney-in-fact for executing the Thrasher #1 L.P. documents, including the Partnership Agreement. **The Agreement contains an arbitration clause.** The Investor is asked to sign a copy of the Thrasher #1 L.P. Signature Page.

1. Pages 7 through 18 Investor should read, understand, and acknowledge the terms, conditions, and provisions.
2. Pages 19 and 20 Complete appropriate blanks. **Sign where indicated on Pages 19 and 20.**
3. Payment by Investor in the amount set for on Page 20 The Investor shall effectuate payment through one of the following methods:
 - A. **Delivery by Mail.** Subscription checks shall be made payable to "Thrasher #1 L.P." and delivered to the following address: Thrasher #1 L.P., 7140 E FM 917, Alvarado, TX 76009; or
 - B. **Delivery by Wire Transfer or ACH.** Subscription payments may be transmitted via electronic wire or ACH transfer directly to the Partnership's subscription account as stated on page 21 of these Subscription Documents
4. Return all documents properly signed and completed Securely execute through company DocuSign or mail the entire Subscription Agreement to Thrasher #1 L.P., by secure mailbox the Partnership account at Thrasher #1 L.P., 7140 E FM 917, Alvarado, TX 76009.

Continue to Next Page

Subscription Booklet Number _____

Thrasher #1 L.P., a Texas Limited Partnership

SUBSCRIBER REPRESENTATIONS

Name and Address of Subscription: Thrasher #1 L.P., 7140 E FM 917, Alvarado, TX 76009.

I understand that the Partnership Units offered by Thrasher #1 L.P., a Texas limited partnership, will not be registered under the U.S. federal and state law in reliance on SEC Rule 506. I provide the following information to Thrasher #1 L.P. to verify compliance with these legal provisions.

A. NATURAL PERSONS

(1) Name: _____

Home Address: _____

Home Country: _____

Home Phone No: _____

Occupation: _____

Tax ID No: _____

Date of Birth: _____

Employer: _____

Employer Address: _____

Business Phone No: _____

Business Fax No: _____

E-mail: _____

B. ENTITIES

Investors Which Are NOT Natural Persons
(Questions 1-5)

Name of Entity: _____

Address of Principal Office: _____

Address of Principal Office: _____

Type of Organization: _____

Date & Place of Organization: _____

Tax ID No.: _____

C. NATURAL PERSONS – U.S. ACCREDITED INVESTORS (ALL SUBSCRIBERS)

Check the following accredited investor representations (a) through (e), if applicable. If not a natural person, proceed to Part D. Check at least one in (a) through (d).

_____ (a) My individual income was in excess of US \$200,000 (or US \$300,000 with my spouse) in each of the two most recent years and I reasonably expect an income of US \$200,000 (or \$300,000 with my spouse) in the current year.

_____ (b) I am a Corporation or executive officer of Butter Buys Sports Group, Inc., or its affiliates.

_____ (c) My net worth, or joint net worth with my spouse, excluding the value of the equity for my primary residence, is in excess of US \$1 million.⁴

_____ (d) I am a natural person holding in good standing one or more of the following professional certifications or designations or credentials:

⁴ Clarification: If the fair value of your primary residence exceeds the mortgage obligation on the primary residence, you may exclude the primary residence mortgage obligation from your net liabilities for the purpose of calculating your net worth for the purposes of determining accredited investor status, provided that the mortgage obligation accrued more than sixty (60) days before the date you are signing this Agreement. You may not exclude mortgage liabilities relating to loans sixty (60) days old or less from your net worth. If the fair value of your primary residence is less than the mortgage obligation on your primary residence, you must include the amount of the mortgage obligation in excess of the fair value of the primary residence as a liability in calculating your net worth for the purposes of determining accredited investor status, provided that the mortgage obligation accrued more than sixty (60) days before the date you are signing this Agreement. You may not exclude mortgage liabilities relating to loans sixty (60) days old or less from your net worth.

- (1) FINRA General Securities Representative license (Series 7);
- (2) FINRA Private Securities Offerings Representatives license (Series 82); or
- (3) Licensed investment adviser representative with a State (Series 65).

If at least one of the above (a) through (d) has been checked, check (e) only if applicable.

_____ (e) I am a natural person investing US \$200,000 or more in the Corporation, and no portion of this investment amount is financed, in whole or in part, by a third party for the specific purpose of making this investment.⁵

D. ENTITIES – ACCREDITED INVESTORS (ALL SUBSCRIBERS)

The undersigned is an entity qualifying as an Accredited Investor as (Check those that apply).

- (a) _____ a corporation, partnership, Massachusetts business trust or other similar business trust not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- (b) _____ an organization described in section 501(c)(3) of the Internal Revenue Code, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- (c) _____ an entity in which all of the equity owners are Accredited Investors as defined in Regulation D, Rule 501, under the Securities Act of 1933;
- (d) _____ a trust with total assets in excess of US \$5,000,000 not formed for the specific purpose of acquiring the Shares and whose purchase of the Shares is directed by a sophisticated person as described in SEC Rule 506(b)(2)(ii).
- (e) _____ a revocable trust not formed for the specific purpose of acquiring the Partnership Units and whose purchase of the Partnership Units is directed by a sophisticated person as described in SEC Rule 506(b)(2)(ii), AND the grantor's individual income was in excess of US \$200,000 (or US \$300,000 with grantor's spouse or spousal equivalent) in each of the two most recent years and grantor reasonably expect an income of US \$200,000 (or \$300,000 with my spouse) in the current year or grantor is natural person whose individual net worth, or joint net worth with grantor's spouse or spousal equivalent, exceeds \$1,000,000.
- (f) _____ an irrevocable trust not formed for the specific purpose of acquiring the Partnership Units and whose purchase of the Partnership Units is directed by a sophisticated person as described in SEC Rule 506(b)(2)(ii), provided that (1) the trust was a grantor trust for federal tax purposes; (2) The grantor was the sole funding source of the trust; (3) the grantor would be taxed on all income of the trust during at

⁵ See SEC No-Action Letter re Latham & Watkins LLP, (Mar. 12, 2025).

least the first 15 years following the investment and would be taxed on any sale of trust assets during that period; (4) during this period, all of the assets of the trust would be includable in the grantor's estate for federal estate tax purposes; (5) The grantor was a co-trustee of the trust and had total investment discretion on behalf of the trust at the time the investment decision was made; (6) the terms of the trust provided that the entire amount of the grantor's contribution to the trust plus a fixed rate of return on the contribution would be paid to the grantor (or his estate) before any payments could be made to the beneficiaries of the trust; (7) the trust was established by the grantor for family estate planning purposes to facilitate the distribution of his estate and In order to effectuate the estate planning goals, the trust was irrevocable; and (8) Creditors of the grantor would be able to reach the grantor's interest in the trust at all times; AND the grantor's individual income was in excess of \$200,000 (or \$300,000 with my spouse or spousal equivalent) in each of the two most recent years and I reasonably expect an income of \$200,000 (or \$300,000 with my spouse) in the current year or grantor is natural person whose individual net worth, or joint net worth with grantor's spouse or spousal equivalent, exceeds \$1,000,000.

- (g) ____ a business entity that is not a corporation, trust, partnership, corporation, Massachusetts business trust, other similar business trust not formed for the specific purpose of acquiring the securities offered, or organization described in section 501(c)(3) of the Internal Revenue Code, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of US \$5,000,000;
- (h) ____ a "family office" as defined in SEC Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1) with assets under management in excess of \$5,000,000 which was not formed for the specific purpose of acquiring the securities offered and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family is capable of evaluating the merits and risks of the prospective investment;
- (i) ____ a "family client," as defined in SEC Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1) who is the client of a "family office" as defined in SEC Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1) with assets under management in excess of \$5,000,000 which was not formed for the specific purpose of acquiring the securities offered and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family is capable of evaluating the merits and risks of the prospective investment;
- (j) ____ a bank as defined in Section 3(a)(2) of the Securities Act of 1933, whether acting in its individual or fiduciary capacity;
- (k) ____ a broker or dealer registered with the Securities and Exchange Commission under Section 15 of the Securities Exchange Act of 1934;

- (l) _____ an insurance Corporation as defined in Section 2(a)(13) of the Securities Act of 1933;
- (m) _____ an investment Corporation registered under the Investment Corporation Act of 1940;
- (n) _____ a business development Corporation as defined in Section 2(a)(48) of the Investment Corporation Act of 1940;
- (o) _____ a Small Business Investment Corporation licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- (p) _____ a plan established or maintained by a state, its political subdivisions, or any agency or 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;
- (q) _____ an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by the undersigned as a plan fiduciary, as defined in Section 3(21) of such Act, provided that the plan fiduciary is a bank, savings and loan association, insurance Corporation, registered investment adviser;
- (r) _____ an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 with total assets in excess of \$5,000,000;
- (s) _____ a self-directed employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 with investment decisions made solely by persons that are accredited investors;
- (t) _____ a private business development Corporation as defined in Section 202(a)(22) of the Investment Advisers Act of 1940; and
- (u) _____ an organization described in Section 501(c)(3) of the Internal Revenue Code, or similar business trust or Corporation, not formed for the specific purpose of acquiring the Partnership Units, with total assets in excess of US \$5,000,000.

If at least one of the above (a) through (u) has been checked, check (v) only if applicable.

- (v) _____ a legal entity that is an accredited investor as defined in Rule 501(a) of Regulation D, is making an investment of at least \$1,000,000 in the Partnership, and no portion of this investment amount is financed, in whole or in part, by a third party for the specific purpose of making this investment.⁶

⁶ See SEC No-Action Letter re Latham & Watkins LLP, (Mar. 12, 2025).

INVESTOR SIGNATURES
(To Be Completed By All Investors)

Subscriber has received a copy of the Offering Memorandum dated July 6, 2026, for the Thrasher #1 L.P. Partnership Units offered by Thrasher #1 L.P. (the "Subscription"), and all exhibits thereto setting forth information relating to the Subscription and the terms and conditions of an investment in the Partnership Units, as well as any other information Subscriber deemed necessary or appropriate to evaluate the merits and risks of an investment in the Partnership Units. Subscriber further acknowledges that Subscriber has had the opportunity to ask questions of, and to receive answers from, representatives of the Subscription concerning the terms and conditions of the Subscription Agreement and the information contained in the Offering Memorandum.

Under penalties of perjury, Subscriber certifies that (1) the information contained in the Investor Questionnaire is true, correct and complete, (2) the number shown on the Investor Questionnaire is Subscriber's correct taxpayer identification number, (3) that Subscriber is not subject to backup withholding because (A) Subscriber has not been notified that Subscriber is subject to backup withholding as a result of a failure to report all interest or dividends or (B) the Internal Revenue Service has notified Subscriber that Subscriber is no longer subject to backup withholding, and (4) set forth above is Subscriber's correct name and address.

IN WITNESS WHEREOF, this Signature Page has been executed by Subscriber this

____ day of _____, 202____.

Signature of Prospective Investor

Printed Name of Prospective Investor

Business Entity (if relevant)

SUBSCRIPTION AGREEMENT

Thrasher #1 L.P.
7140 E FM 917
Alvarado, TX 76009

Gentlemen:

Subscriber ("Subscriber") hereby asks Thrasher #1 L.P. and applies for the purchase of the Partnership Units ("Partnership Units") in the Subscription as shown on Page 20 hereof and herewith encloses a check or other acceptable form of payment for the Partnership Units. Subscriber hereby acknowledges and understands:

- (i) That Subscriber has received, read, and understood a copy of an Offering Memorandum (the "Memorandum"), and the form of Subscription Agreement (the "Subscription Agreement");
- (ii) That payment by Subscriber of the Initial Subscription Amount for the Partnership Units subscribed for is due and payable and shall accompany the delivery of this Subscription Agreement;
- (iii) That Subscriber shall pay an initial deposit of \$128,000 per Partnership Unit at the time of Subscription and \$90,000 for estimated completion costs when called by the Managing General Partner;
- (iv) That an investment in the Partnership Unit is a concentrated oil and gas exploration and production investment which is subject to various mechanical, production, and pricing risks. Subscriber represents that it is not relying on the Partnership Unit for periodic income;
- (v) That this Agreement contains a limited power of attorney which authorizes Thrasher #1 L.P. to enter into the Partnership Agreement and Authorization for Expenditures on behalf of the Subscriber, thus binding the Subscriber to the terms of these agreements;
- (vi) That Subscriber understands and acknowledges that the Subscribers may receive future capital calls for operations required by the unaffiliated well operator after the completion of the well in which the Partnership has invested. The Subscriber further understands and acknowledges that failing to pay such a call for funds will result in the defaulting Subscriber paying a penalty of three hundred percent (300%) of the unpaid amount offset against future Partnership revenue;
- (vii) That if Thrasher #1 L.P. rejects this Subscription Agreement, this payment shall be returned with the notice of such rejection;

- (viii) That tax-qualified Subscribers must use a custodian to custody the Partnership Units in a tax-qualified account;
- (ix) That in the event Thrasher #1 L.P. has not accepted this subscription by 30 days after the close of the offering period, it will promptly return the subscription payment and documents, unless it extends the offering period. If the Offering Period is so extended, subscription payments will be returned without reduction and without interest if Thrasher #1 L.P. does not accept the subscription by the end of the Offering Period;
- (x) That an investment in the Partnership Units is not liquid, not easily transferable or disposed of, and that he has no need for liquidity of this investment;
- (xi) That the liability of service providers under the Texas Securities Act, including attorneys, accountants, consultants, and their firms, relating to this Offering or the securities purchased through this Offering may be capped at an amount equal to three times the fees paid to the service providers unless a trier of fact finds that the service provider engaged in intentional wrongdoing in providing the services;
- (xii) That Subscriber is liable for the total amount of the Subscription Price and for any funds called for by the Partnership pursuant to the terms of Section 35 of the Subscription Agreement.
- (xiii) That Thrasher #1 L.P. was organized on July 6, 2026, and has a limited financial history. Further, the Partnership Units are speculative investments which involve a high degree of risk of loss by Subscriber of the entire investment of Subscriber, and that there is no assurance of any income from such investment.
- (xiv) That no prospectus has been or is intended to be filed by the Partnership with the SEC or any state or provincial securities administrator in connection with the issuance of Partnership Units, the issuance is intended to be exempted from prospectus and registration requirements of the applicable U.S. securities law and because of acquiring the Partnership Units pursuant to these exemptions:
 - a. the Subscriber is restricted from using most of the civil remedies available under applicable U.S. securities law;
 - b. the Subscriber may not receive information that would otherwise be required to be provided to the Subscriber under applicable U.S. securities law; and
 - c. the Partnership is relieved from certain obligations that would otherwise apply under applicable U.S. securities law.
- (xv) If Subscriber is a retirement plan, the plan administrator has been informed of and understands Thrasher #1 L.P.'s objectives, policies, and strategies, including illiquidity, oil and gas exploration and development risks, and the risk of generating

unrelated business taxable income and represents that the subscription is consistent with legal provisions that require diversification of plan assets and the plan administrator's fiduciary responsibilities.

Subscriber hereby represents, certifies, and warrants as follows:

1. Subscriber has read and is familiar with the Memorandum and the Subscription Agreement.
2. Subscriber's principal residence, if an individual, is in a state shown in this Agreement; if Subscriber is a corporation, trust or other entity (except a partnership), it was incorporated or organized and is existing under the laws of the state shown in this Agreement; if Subscriber is a partnership, the principal residence of all of its General Partners are in the states shown on Page 2 hereof; and if Subscriber is a corporation, trust, partnership or other entity, it was not organized for the specific purpose of acquiring the Partnership Units.
3. The Partnership Units subscribed for will be acquired solely for the account of Subscriber or its beneficiaries for investment and not with a view to or for resale or distribution. Subscriber has no present plans to enter into any agreement or arrangement for any such resale or distribution.
4. Subscriber is purchasing as principal or is deemed to be purchasing as principal in accordance with applicable U.S. securities law and qualifies under one or more of the exemptions from securities registration and prospectus delivery requirements available pursuant to SEC Rule 506.
5. Subscriber shall not resell any of its Partnership Units to a person or business entity resident in the United States of America until at least one year after the purchase date. Further, there are restrictions on Subscriber's ability to resell the Partnership Units and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Partnership Units.
6. Subscriber can bear the economic risk of losing the entire investment.
7. Subscriber's overall commitment to investments which are not readily marketable is not disproportionate to Subscriber's net worth and this Subscription will not cause this overall commitment to become excessive.
8. Subscriber has adequate means of providing for its current needs and personal contingencies and has no need for liquidity from the Partnership Units.
9. Thrasher #1 L.P. has made all documents pertaining to this investment available to Subscriber and, if Subscriber so requested, to his attorney or accountant.

10. Subscriber has had the opportunity to ask questions of, and receive answers from, Thrasher #1 L.P. concerning the terms and conditions of the offering and to obtain such information, to the extent such persons possess the same or could acquire it without unreasonable effort or expense, as Subscriber deemed necessary to verify the accuracy of the information referred to hereinabove. Subscriber has relied solely upon the Memorandum presented by Thrasher #1 L.P., the Subscription Agreement, the Exhibits to the Memorandum and such independent investigations as are made by Subscriber or representatives of Subscriber in deciding to purchase the Partnership Units subscribed for herein.
11. Subscriber, if an individual, is at least 21 years of age and a bona fide resident of the nation indicated on Page 1 hereof.
12. Subscriber is not a person created or used solely to purchase or hold securities to comply with an exemption from the securities registration requirements of the Securities Exchange Act of 1933 and state securities acts.
13. Subscriber is bona fide resident in the jurisdiction set out in this Subscription Agreement, such address was not created and is not used solely for the purpose of acquiring the Partnership Units and the Subscriber was solicited to purchase in such jurisdiction.
14. Subscriber has properly completed, executed, and delivered the applicable form set forth in the Subscription Agreement and such form contains information about the Subscriber that is true and accurate as of the date of signing and will be true and correct as at the closing date.
15. No person has made to the Subscriber any written or oral representation:
 - a. that any person will resell or repurchase the Partnership Units;
 - b. that any person will refund the purchase price of the Partnership Units;
 - c. as to the future price or value of the Partnership Units; or
 - d. that the Partnership Units will be listed and posted for trading on a stock exchange or that application has been made to list and post the Partnership Units for trading on any stock exchange.
16. Subscriber is:
 - a. a corporation, the Subscriber is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Subscription Agreement, to subscribe for the Partnership Units as contemplated herein and to carry out and perform its covenants and obligations under the terms of this Subscription Agreement and the entering into of this Subscription Agreement

and the transactions contemplated hereby will not result in the violation of any of the terms and provisions of any law applicable to, or the controlling documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;

- b. a partnership, syndicate or other form of unincorporated organization, the Subscriber has the necessary legal capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof; or
 - c. an individual, the Subscriber has the legal capacity and competence to enter into and to execute this Subscription Agreement and to observe and perform his or her covenants and obligations hereunder.
17. Subscriber was not solicited in any other manner contrary to applicable the Securities Act of 1933 or state securities acts.
18. Subscriber (or others for whom it is contracting hereunder) has been advised to consult its own legal and tax advisors with respect to applicable resale restrictions and tax considerations, and it (or others for whom it is contracting hereunder) is solely responsible for compliance with applicable resale restrictions and applicable tax legislation.
19. Subscriber is subscribing for the Partnership Units as principal for its own account and not for the benefit of any other person (within the meaning of applicable U.S. securities law) or if it is contracting hereunder as an agent or trustee for a principal (including, for greater certainty, a portfolio manager or comparable adviser) and not purchasing as agent or trustee for accounts fully managed by it, the name of such principal has been set in this Subscription Agreement and the Subscriber acknowledges that the LP may be required by law to disclose to certain regulatory authorities the identity of each such principal for whom the Subscriber is acting.
20. If acting as trustee or agent for a principal in subscribing for Partnership Units, the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of such principal, each of whom is subscribing as principal for its own account, not for the benefit of any other person and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement of, such principal.
21. Subscriber is not a "control person" of the Partnership as defined in the applicable U.S. securities law, will not become a "control person" by virtue of this subscription for the Partnership Units and does not intend to act in concert with any other person to form a control group of the Partnership.

22. Subscriber has been independently advised as to the applicable hold period imposed in respect of the Partnership Units by securities legislation in the jurisdiction in which the Subscriber resides and confirms that no representation has been made respecting the applicable hold periods for the Partnership Units and acknowledges that the hold period indicated in the terms does not constitute such representation and is aware of the risks and other characteristics of the Partnership Units and of the fact that the Subscriber may not be able to resell the Partnership Units except in accordance with the applicable securities legislation and regulatory policies.
23. Subscriber can assess the proposed investment because of the Subscriber's financial and business experience or because of advice received from a registered person other than the Partnership or any affiliates of the Partnership.
24. If required by applicable securities legislation, policy, or order or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file, and otherwise assist the Partnership in filing, such reports, undertakings, and other documents with respect to the issuance of the Partnership Units as may be required.
25. Subscriber acknowledges that Subscriber's investment adviser may be receiving a portion of its management fee to offset clients' advisory fees relating to clients' investment allocations to the Partnership Units for the first year of such fees. Further, the Managing General Partner, in its sole discretion, may assign Subscriber's investment adviser or its affiliate an interest in the Partnership that will be subordinated to the Subscribers' Partnership Units. These payments to the Subscribers' investment advisers shall be paid from the Managing General Partner's management fees and/or Partnership interest and shall not dilute Subscribers' Partnership Units. To the extent necessary, this paragraph also constitutes a consent to such arrangements under Section 206(3) of the Investment Adviser Act of 1940 (15 U.S.C. §80b-6(3)).
26. The funds representing the aggregate subscription price for the Partnership Units which will be advanced by the Subscriber hereunder will not represent proceeds of crime for the purposes of the Money Laundering Control Act of 1986 (18 USC. §1956 and 1957) (USA), International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 (Title III of PATRIOT Act) (USA) and the Subscriber acknowledges that the Partnership may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to such Act. To the best of its knowledge: (a) none of the subscription funds to be provided by the Subscriber (i) have been or will be derived from or related to any activity that is deemed criminal under the law of the United States, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber; and (b) the Subscriber shall promptly notify the Managing General Partner

if the Subscriber discovers that any of such representations ceases to be true, and to provide the Managing General Partner with appropriate information in connection therewith.

Subscriber agrees to the following:

27. Subscriber hereby subscribes to purchase the Limited Partnership Units or Additional General Partnership Units stated on page 17 of this Agreement. Subscriber may subscribe to purchase additional Limited Partnership Units and Additional General Partnership Interests paid by the reinvestment of distributions received from the ownership of the Partnership's Limited Partnership Units or Additional General Partnership Units, and such further subscriptions shall be subject to this Agreement.
28. Thrasher #1 L.P. may accept or reject this subscription in whole or in part in its sole and absolute discretion. Further, at any time following the expiration of six (6) months from the date of Subscriber's admission to the Partnership, the Managing General Partner shall have the sole and absolute right, but not the obligation, to redeem all or any portion of a Subscriber's subscription.
29. Subscriber has carefully reviewed and understands the risks of a purchase of the Partnership Units, including the risks set forth under the section in the Memorandum captioned "Risk Factors," and elsewhere in the Memorandum.
30. No U.S. federal, state or agency has made any finding or determination as to the fairness of the offering, or any recommendation or endorsement of the Partnership Units.
31. The Partnership Units carry substantial transfer restrictions. They will have no public market, and Subscriber will bear the investment's economic risk for an indefinite time period and will not be readily able to liquidate the Partnership Units in case of an emergency.
32. Subscriber has relied solely upon the advice of its tax advisor in assessing the tax aspects of investing in the Partnership Units.
33. Subscriber hereby subscribes to purchase the number of Partnership Units designated on page 19 of this Agreement for the total subscription price of \$128,000 payable at subscription and \$90,000 for estimated completion costs when called by the Managing General Partner. The Partnership Units may be subject to non-consent penalties as referenced in Section v of this Agreement and the Partnership Agreement if the capital call obligations are not paid within ten days of said call.
34. Subscriber agrees that the Partnership Units may be resold only in compliance with the Subscription Agreement and applicable law. Any value that the Partnership Units

may have will derive from the performance of the Subscription. Subscribers will seek their own counsel and advice in considering sales of the Partnership Units relating to the impact that the laws of United States may have on the value of the Partnership Units and the disposition of proceeds from the sale of the Partnership Units.

35. **Covenant by Subscriber to Provide Current Addresses and Telephone Numbers.** Within 30 days of the change of a Subscriber's address or telephone number on record with the Partnership, Subscriber shall provide said updated address and telephone number in writing to Thrasher #1 L.P. Subscriber understands and acknowledges that all notices under this Agreement shall be sent to the address of records for the Partnership and that the Partnership shall not be liable for a lack of notice to Subscriber or for any detrimental effects, including non-consent penalties, to Subscriber relating to lack of notice to a Subscriber for any Subscriber who has failed to provide current information to the Partnership and the Custodian as required by this Section.
36. **Acknowledgement and Covenant to Provide Partnership with Financial and Accounting Information Corroborating Subscriber's Income and Asset Ownership.**

Acknowledgments: Subscriber understands and acknowledges that SEC rule 506(c) requires the Partnership to "take reasonable steps to verify that purchasers of securities . . . are accredited investors" and to have obtained this information as to net asset standard qualifications within three months of the subscription acceptance date. Subscriber further understands that the Partnership must take reasonable steps to verify income-based qualifications on a yearly basis. Subscriber further understands and acknowledges that if Subscriber adds to its subscription after the initial subscription, that the Partnership will be required to take the same "reasonable steps" and obtain the same information over again if the subsequent subscription acceptance date occurs more than three months after any previous subscription acceptance date for net asset-based qualification and during the following year for income-based qualification.

Covenant: Accordingly, Subscriber covenants to provide the Partnership with at least one of the following items or correspondence from one of your professional advisors: tax records, bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, appraisal reports by independent third parties, consumer reports, or other documents corroborating Subscriber's accredited investor status representations or to provide a certification as to accredited investor status from a broker-dealer, investment adviser, certified public accountant or licensed attorney.

37. ARBITRATION CLAUSE DISCLOSURE:

This agreement contains pre-dispute arbitration clauses. By signing an arbitration agreement, the parties agree as follows:

- a. Arbitration is final and binding on the parties. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
- b. The parties waive their right to seek remedies in court, including the right to a jury trial. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
- c. Pre-arbitration discovery is generally more limited than and different from court proceedings. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
- d. The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings of the arbitrators is strictly limited. The arbitrators do not have to explain the reason(s) for their award.**
- e. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**
- f. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.**

38. Arbitration Clause – Thrasher #1 L.P., and its Managing General Partner and Personnel:

If a dispute, controversy or claim, of any kind and every kind or type, whether based on contract, tort, statute, regulations, or otherwise, arising out of, or connected with, or relating in any way to this Agreement, or the relationship of the parties, or the obligations of the parties, or the operations carried out under this Agreement, including without limitation, any dispute as to the existence, validity, construction, interpretation, negotiation, performance, non-performance, breach, termination, or enforceability of this Agreement, or the breach thereof, including claims against the Partnership, the Managing General Partner and Frank. W. Seidler (any one of which constituting the "Dispute"), and if the Dispute cannot be settled through direct discussions (in the opinion of any party), the parties agree to first endeavor to settle the Dispute in an amicable manner by mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"), before resorting to arbitration. If the Dispute is not settled by mediation within thirty (30) days of written request for mediation by any party to AAA, then and thereafter any unresolved Dispute, including the arbitrability of any unresolved Dispute, shall be

settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with the then current Commercial Arbitration with the award being final and binding. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any provisional remedy which would be available from a court of law shall be available from the arbitrator(s) to the parties to this Agreement pending arbitration. Civil discovery shall be permitted for the production of documents and taking of depositions. The arbitrator(s) shall be guided but not controlled by the Texas Rules of Civil Procedure in allowing discovery and all issues regarding compliance with discovery requests shall be decided by the arbitrator(s). The arbitrator(s) may impose sanctions and take other actions regarding the parties that the arbitrator(s) deem appropriate to the same extent that a judge could pursuant to the Texas Rules of Civil Procedure. The Federal Arbitration Act shall govern all arbitration proceedings under this Agreement. This Agreement shall in all other respects be governed and interpreted by the laws of the State of Texas, including its statutes of limitation but excluding any conflicts or choice of law rule or principles that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The arbitration shall be conducted in Tarrant County, Texas, by one neutral arbitrator chosen by AAA according to its Commercial Arbitration Rules if the amount of the claim, exclusive of interest and costs, is one million dollars (\$1,000,000.00) or less or by three neutral arbitrators chosen by AAA in the same manner as the one neutral arbitrator if the amount of the claim, exclusive of interest and costs, is more than one million dollars (\$1,000,000.00). Neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. All fees and expenses of the arbitration shall be borne by the parties equally who shall make deposits as requested by AAA of each party's share of the deposits requested. Failure or refusal by a party to pay its share of the requested deposits shall constitute a waiver by the non-paying party of its rights to be heard, present evidence, cross-examine witnesses, and assert counterclaims in the arbitration. Informing the arbitrator(s) of a party's failure to pay its share of the requested deposits for the purpose of implementing this waiver provision shall not be deemed to affect the arbitrator's impartiality, neutrality, independence, or ability to proceed with the arbitration. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. This agreement to arbitrate shall survive the termination or repudiation of this Agreement. **ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NO PARTY MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER PARTNERS OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**

39. This Agreement and all its provisions are made to be performed in Johnson County, Texas, USA, where jurisdiction and venue shall lie for all purposes, including, but not

limited to, any arbitration or litigation involving the validity or enforceability of the requirement of arbitration hereof, or any dispute arising there under.

40. Subscriber recognizes that the offer and sale of the Partnership Units to Subscriber were based upon the representations and warranties of Subscriber contained in Paragraphs 1 through 11 above and hereby agrees to indemnify the Thrasher #1 L.P., and the partners of Thrasher #1 L.P., including FWS Management, LLC, and their officers, directors and affiliates, including Frank. W. Seidler, to hold each of such entities and persons harmless against all liabilities, costs or expenses (including reasonable attorney's fees) arising by reason of or in connection with any misrepresentation or any breach of such warranties by Subscriber, or arising as a result of the sale or distribution of the Partnership Units by Subscriber in violation of the Securities Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, or any other applicable Federal or state statute.
41. Subscriber hereby indemnifies Thrasher #1 L.P., its Partners, FWS Management, LLC and their officers and directors, including Frank. W. Seidler, and holds each of such persons and entities harmless from and against any and all loss, damages, liability or expense, including costs and reasonable attorney's fees, to which they may be put or which they may incur by reason of or in connection with any misrepresentation made by Subscriber, any breach of any of his warranties, or his failure to fulfill any of his covenants or agreements set forth herein. Subscriber agrees that all the representations and warranties of Subscriber set forth in this Subscription Agreement and any other documents submitted herewith shall survive the purchase of the Partnership Units. This subscription and the representations and warranties contained herein shall be binding upon the heirs, legal representatives, successors and assigns of Subscriber.
42. Subscriber acknowledges that Thrasher #1 L.P. reserves the right to modify any part of this agreement between Thrasher #1 L.P. and the subscribers or the insurer without notification to the purchasers when modifications are immaterial to the Subscriber.

Special Power of Attorney

Subscriber hereby constitutes and appoints FWS Management, LLC with full power of substitution and re-substitution, the true and lawful attorney of Subscriber, for the use and benefit of Subscriber to sign, execute, certify, swear to, acknowledge, file and record any other certificate, instruments and documents or amendments thereto, which may be required of the Subscription or of the Subscribers of the Subscription under the laws of any state or by any governmental agency, or which FWS Management, LLC deems necessary or advisable to file, record or deliver. This authority includes the authority to enter the Limited Partnership Agreement attached as Exhibit B to the Offering Memorandum on behalf of Subscriber. The foregoing grants of authority may be exercised by each of such attorneys-in-

fact by listing the name of Subscriber along with the names of all other persons for whom certificates, instruments and documents are prepared, with the single signature of such attorney-in-fact acting for all of the persons whose names are so listed.

Upon acceptance by Thrasher #1 L.P. of the subscription of Subscriber, Subscriber agrees (a) to become a Subscriber of the Partnership Unit Subscription, (b) to make the payment required by the Subscription Agreement, and (c) otherwise to be bound by the terms of the Subscription Agreement. Subscriber acknowledges and agrees that, except for good and sufficient cause and as required by law, Subscriber is not entitled to cancel, terminate or revoke this Subscription, any agreements of Subscriber hereunder, or the power of attorney granted hereby and that such Subscription, agreements and power of attorney shall survive (i) changes in the transactions, documents and instrument described in the Memorandum which in the aggregate are not material or which are contemplated by the Memorandum, and (ii) the death or disability of Subscriber; provided, however, that if Thrasher #1 L.P. shall not have accepted this subscription by the date 30 days after the date of signing by Subscriber of this Subscription Agreement, either by personally delivering to Subscriber an executed copy hereof reflecting such acceptance or by depositing with an international delivery service, delivery fee prepaid, a written notice of acceptance addressed to Subscriber hereunder, at the address set forth below, this subscription, all agreements of Subscriber hereunder, and the power of attorney granted hereby shall automatically be canceled, terminated and revoked.

WHEREFORE, IN CONSIDERATION, of the foregoing covenants and representations, I hereby submit the following subscription for the Partnership Units as specified on Page 18 of the Subscription Agreement for Thrasher #1 L.P.'s consideration in Thrasher #1 L.P.

**THRASHER #1 L.P.
PARTNERSHIP DOCUMENTS SIGNATURE PAGE**

\$_____ Cash payment payable upon subscription for Partnership Unit(s) of Thrasher #1 L.P. for the purposes set forth in this Agreement and the Offering Memorandum (\$128,000.00 per Limited Partnership Unit for drilling, testing, organizational and legal costs).

\$_____ Subsequent cash payment when called (\$90,000 for estimated completion costs when called by the Managing General Partner)

☐ Check here if you are investing as an **ADDITIONAL GENERAL PARTNER**

☐ Check here if you are investing as a **LIMITED PARTNER**

Payment Payable by:

- 1) Check or cashier's check via mail – Subscription checks shall be made payable to "Thrasher #1 L.P." and delivered to the following address: Thrasher #1 L.P., 7140 E FM 917, Alvarado, TX 76009; or
- 2) US ACH or wire transfer – Subscription payments may be transmitted via electronic wire or ACH transfer directly to the Partnership's subscription account as stated on Page 21 of these Subscription Documents.

If you want to invest through a tax-qualified account, the investment must be approved for a qualified account by a funds custodian.

The Subscription Agreement, of which this signature page is a part, contains a pre-dispute Arbitration Agreement on Pages 13 - 15, Paragraphs 37 and 38.

Signed: _____

Name Printed: _____

Title: _____

Business Entity: _____

Date: _____

THRASHER #1 L.P.
REGISTRATION INFORMATION

_____Number of Limited Partnership Units

_____Number of Additional General Partnership Units

Payments – (1) Initial payment of \$128,000 for drilling, testing, organizational and legal costs and (2) \$90,000 for estimated completion costs when called by the Managing General Partner paid per Limited Partnership Unit or Additional General Partnership Unit.

By signing below the subscriber acknowledges that he or she has read and understood Thrasher #1 L.P.'s Offering Memorandum, Partnership Documents, and the Subscription Agreement of which this signature page is a part. The Subscription Agreement, of which this signature page is a part, contains a pre-dispute Arbitration Agreement on Pages 15-16, Paragraphs 37 and 38.

Printed Name _____ Signature _____ Date _____

Business Entity (if any): _____

Name Under Which Investor Should Be Listed:_____

State of Legal Residence: _____ Tax ID #: _____

Mailing Address: _____

Investing as a(n) (check one): _____ Limited Partner _____ Additional General Partner

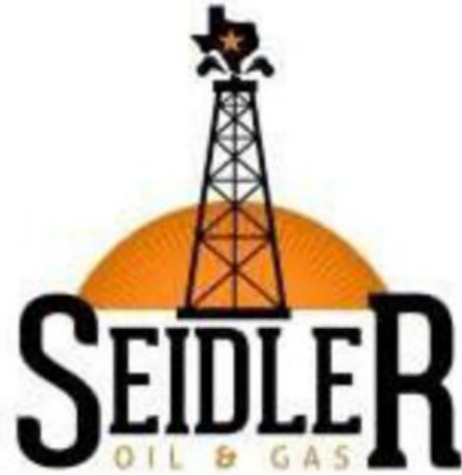
THRASHER #1 L.P.'S ACCEPTANCE

FWS Management, LLC, as General Partner, herewith accepts the foregoing subscription for Partnership Units in Thrasher #1 L.P.

Date: _____

Frank. W. Seidler, Authorized Signatory

Restrictive US Legend: These securities has not been registered under the Securities Act of 1933, as amended, or any State Securities Act or Regulations and may not be sold, transferred or assigned unless an opinion of counsel satisfactory to the Partnership shall have been received by the Partnership to the effect that such sale, transfer or assignment will not be in violation of the Securities Act of 1933 or relevant State Securities Act, as amended, and the rules and regulations thereunder, or applicable state securities laws.



Wire Transfer/ACH Information

- **Full Name:** THRASHER #1, L.P.
- **Address:** 7140 E FM 917
- **City, State, ZIP:** ALVARADO, TEXAS 76009
- **Phone Number:** 817.240.6554
- **Email:** tigress@sig777.com
- **Bank Name:** WELLS FARGO BANK N.A.
- **Bank Account Number:** 8271175021
- **Routing Number (ACH):** 111900659
- **Routing Number (Domestic Wire):** 121000248
- **SWIFT Code (International):** WFBIUS6S