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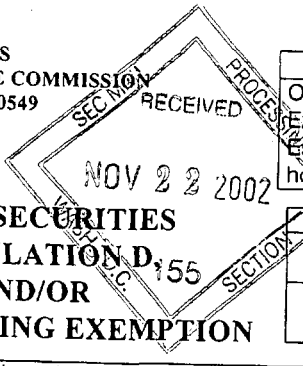
FORM D

02065876

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549



OMB APPROVAL	
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SEC USE ONLY	
Prefix	Serial
DATE RECEIVED	

FORM D

NOTICE OF SALE OF SECURITIES PURSUANT TO REGULATION D, SECTION 4(6), AND/OR UNIFORM LIMITED OFFERING EXEMPTION

Name of Offering (☐ check if this is an amendment and name has changed, and indicate change.) PRI MORGAN 2002-A LTD.

Filing Under (Check box(es) that apply): ■ Rule 504 ☐ Rule 505 ☐ Rule 506 ☐ Section 4(6) ☐ ULOE

Type of Filing: ■ New Filing ☐ Amendment

A. BASIC IDENTIFICATION DATA

1. Enter the information requested about the issuer

Name of Issuer (☐ check if this is an amendment and name has changed, and indicate change.)

PROFUSION RESOURCES CORP., INC. DBA PROFUSION RESOURCES, INC.

Address of Executive Offices (Number and Street, City, State, Zip Code)	Telephone Number (Including Area Code)
620 EUCLID AVE LEXINGTON, KY 40502 Suite 202	(859) 269-0261
Address of Principal Business Operations (Number and Street, City, State, Zip Code) (if different from Executive Offices)	Telephone Number (Including Area Code)

Brief Description of Business

Oil + GAS EXPLORATION and DEVELOPMENT

Type of Business Organization

■ corporation ☐ limited partnership, already formed ☐ other (please specify):
☐ business trust ☐ limited partnership, to be formed

PROCESSED
NOV 27 2002
THOMSON FINANCIAL

Actual or Estimated Date of Incorporation or Organization: Month 09 Year 02 ■ Actual ☐ Estimated

Jurisdiction of Incorporation or Organization: (Enter two-letter U.S. Postal Service abbreviation for State: CN for Canada; FN for other foreign jurisdiction) KY

GENERAL INSTRUCTIONS

Federal:

Who Must File: All issuers making an offering of securities in reliance on an exemption under Regulation D or Section 4(6), 17 CFR 230.501 et seq. or 15 U.S.C. 77d(6).

When To File: A notice must be filed no later than 15 days after the first sale of securities in the offering. A notice is deemed filed with the U.S. Securities and Exchange Commission (SEC) on the earlier of the date it is received by the SEC at the address given below or, if received at that address after the date on which it is due, on the date it was mailed by United States registered or certified mail to that address.

Where To File: U.S. Securities and Exchange Commission, 450 Fifth Street, N.W., Washington, D.C. 20549.

Copies Required: Five (5) copies of this notice must be filed with the SEC, one of which must be manually signed. Any copies not manually signed must be photocopies of the manually signed copy or bear typed or printed signatures.

Information Required: A new filing must contain all information requested. Amendments need only report the name of the issuer and offering, any changes thereto, the information requested in Part C, and any material changes from the information previously supplied in Parts A and B. Part E and the Appendix need not be filed with the SEC.

Filing Fee: There is no federal filing fee.

State:

This notice shall be used to indicate reliance on the Uniform Limited Offering Exemption (ULOE) for sales of securities in those states that have adopted ULOE and that have adopted this form. Issuers relying on ULOE must file a separate notice with the Securities Administrator in each state where sales are to be, or have been made. If a state requires the payment of a fee as a precondition to the claim for the exemption, a fee in the proper amount shall accompany this form. This notice shall be filed in the appropriate states in accordance with state law. The Appendix to the notice constitutes a part of this notice and must be completed.

ATTENTION

Failure to file notice in the appropriate states will not result in a loss of the federal exemption. Conversely, failure to file the appropriate federal notice will not result in a loss of an available state exemption unless such exemption is predicated on the filing of a federal notice.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

A. BASIC IDENTIFICATION DATA

2. Enter the information requested for the following:

- Each promoter of the issuer, if the issuer has been organized within the past five years;
- Each beneficial owner having the power to vote or dispose, or direct the vote or disposition of, 10% or more of a class of equity securities of the issuer.
- Each executive officer and director of corporate issuers and of corporate general and managing partners of partnership issuers; and
- Each general and managing partner of partnership issuers.

Check Box(es) that Apply: ☐ Promoter ☐ Beneficial Owner ☐ Executive Officer ☐ Director ☒ General and/or Managing Partner

PROFUSION RESOURCES CORP., INC.

Full Name (Last name first, if individual)

PROFUSION RESOURES CORP., INC.

Business or Residence Address (Number and Street, City, State, Zip Code)

620 Euclid Ave. Suite 202 Lexington, KY 40502

Check Box(es) that Apply: ☒ Promoter ☒ Beneficial Owner ☒ Executive Officer ☒ Director ☐ General and/or Managing Partner

Full Name (Last name first, if individual)

BLACKWELL BILLY W.

Business or Residence Address (Number and Street, City, State, Zip Code)

2852 WINTERPARK DR Lexington, KY 40517

Check Box(es) that Apply: ☒ Promoter ☒ Beneficial Owner ☒ Executive Officer ☒ Director ☐ General and/or Managing Partner

Full Name (Last name first, if individual)

HARRIS William R.

Business or Residence Address (Number and Street, City, State, Zip Code)

P.O. BOX 716 Nicholasville, KY 40340-0716

Check Box(es) that Apply: ☐ Promoter ☐ Beneficial Owner ☐ Executive Officer ☐ Director ☐ General and/or Managing Partner

Full Name (Last name first, if individual)

Business or Residence Address (Number and Street, City, State, Zip Code)

Check Box(es) that Apply: ☐ Promoter ☐ Beneficial Owner ☐ Executive Officer ☐ Director ☐ General and/or Managing Partner

Full Name (Last name first, if individual)

Business or Residence Address (Number and Street, City, State, Zip Code)

Check Box(es) that Apply: ☐ Promoter ☐ Beneficial Owner ☐ Executive Officer ☐ Director ☐ General and/or Managing Partner

Full Name (Last name first, if individual)

Business or Residence Address (Number and Street, City, State, Zip Code)

Check Box(es) that Apply: ☐ Promoter ☐ Beneficial Owner ☐ Executive Officer ☐ Director ☐ General and/or Managing Partner

Full Name (Last name first, if individual)

Business or Residence Address (Number and Street, City, State, Zip Code)

(Use blank sheet, or copy and use additional copies of this sheet, as necessary)

B. INFORMATION ABOUT OFFERING

		Yes	No
1.	Has the issuer sold, or does the issuer intend to sell, to non-accredited investors in this offering?	■	□
	Answer also in Appendix, Column 2, if filing under ULOE.		
2.	What is the minimum investment that will be accepted from any individual?	$ 9,350.00 XX	
3.	Does the offering permit joint ownership of a single unit?	■	□

4. Enter the information requested for each person who has been or will be paid or given, directly or indirectly, any commission or similar remuneration for solicitation of purchasers in connection with sales of securities in the offering. If a person to be listed is an associated person or agent of a broker or dealer registered with the SEC and/or with a state or states, list the name of the broker or dealer. If more than five (5) persons to be listed are associated persons of such a broker or dealer, you may set forth the information for that broker or dealer only.

Full Name (Last name first, if individual)
BLACKWELL Billy W.

Business or Residence Address (Number and Street, City, State, Zip Code)
2852 WINTERPARK DR. LEXINGTON, KY 40517

Name of Associated Broker or Dealer
PROFUSION RESOURCES CORP., INC. (ISSUER)

States in Which Person Listed Has Solicited or Intends to Solicit Purchasers

(Check "All States" or check individual States) ☐ All States

[AL] ✓	[AK]	[AZ]	[AR] ✓	[CA] ✓	[CO] ✓	[CT] ✓	[DE]	[DC] ✓	[FL] ✓	[GA] ✓	[HI]	[ID]
[IL] ✓	[IN] ✓	[IA] ✓	[KS] ✓	[KY] ✓	[LA] ✓	[ME]	[MD]	[MA] ✓	[MI] ✓	[MN]	[MS]	[MO]
[MT] ✓	[NE] ✓	[NV] ✓	[NH]	[NJ] ✓	[NM]	[NY]	[NC] ✓	[ND] ✓	[OH] ✓	[OK] ✓	[OR]	[PA]
[RI]	[SC] ✓	[SD] ✓	[TN] ✓	[TX] ✓	[UT] ✓	[VT]	[VA] ✓	[WA] ✓	[WV] ✓	[WI]	[WY]	[PR]

Full Name (Last name first, if individual)
HARRIS William R.

Business or Residence Address (Number and Street, City, State, Zip Code)
P.O. Box 716 Nicholasville, KY 40340-0716

Name of Associated Broker or Dealer
PROFUSION RESOURCES CORP., INC. (ISSUER)

States in Which Person Listed Has Solicited or Intends to Solicit Purchasers

(Check "All States" or check individual States) ☐ All States

[AL] ✓	[AK]	[AZ]	[AR] ✓	[CA] ✓	[CO] ✓	[CT] ✓	[DE]	[DC] ✓	[FL] ✓	[GA] ✓	[HI]	[ID]
[IL] ✓	[IN] ✓	[IA] ✓	[KS] ✓	[KY] ✓	[LA] ✓	[ME]	[MD]	[MA] ✓	[MI] ✓	[MN]	[MS]	[MO]
[MT] ✓	[NE] ✓	[NV] ✓	[NH]	[NJ] ✓	[NM]	[NY]	[NC] ✓	[ND] ✓	[OH] ✓	[OK] ✓	[OR]	[PA]
[RI]	[SC] ✓	[SD] ✓	[TN] ✓	[TX] ✓	[UT] ✓	[VT]	[VA] ✓	[WA] ✓	[WV] ✓	[WI]	[WY]	[PR]

Full Name (Last name first, if individual)

Business or Residence Address (Number and Street, City, State, Zip Code)

Name of Associated Broker or Dealer

States in Which Person Listed Has Solicited or Intends to Solicit Purchasers

(Check "All States" or check individual States) ☐ All States

[AL]	[AK]	[AZ]	[AR]	[CA]	[CO]	[CT]	[DE]	[DC]	[FL]	[GA]	[HI]	[ID]
[IL]	[IN]	[IA]	[KS]	[KY]	[LA]	[ME]	[MD]	[MA]	[MI]	[MN]	[MS]	[MO]
[MT]	[NE]	[NV]	[NH]	[NJ]	[NM]	[NY]	[NC]	[ND]	[OH]	[OK]	[OR]	[PA]
[RI]	[SC]	[SD]	[TN]	[TX]	[UT]	[VT]	[VA]	[WA]	[WV]	[WI]	[WY]	[PR]

(Use blank sheet, or copy and use additional copies of this sheet, as necessary.)

C. OFFERING PRICE, NUMBER OF INVESTORS, EXPENSES AND USE OF PROCEEDS

1. Enter the aggregate offering price of securities included in this offering and the total amount already sold. Enter "0" if the answer is "none" or "zero." If the transaction is an exchange offering, check this box ☐ and indicate in the columns below the amounts of the securities offered for exchange and already exchanged.

Type of Security	Aggregate Offering Price	Amount Already Sold
Debt	$	$
Equity	$	$
☐ Common ☐ Preferred		
Convertible Securities (including warrants)	$	$
Partnership Interests	$ 415,556	$ 18,700.00 XX
Other (Specify _____)	$	$
Total	$	$

Answer also in Appendix, Column 3, if filing under ULOE.

2. Enter the number of accredited and non-accredited investors who have purchased securities in this offering and the aggregate dollar amounts of their purchases. For offerings under Rule 504, indicate the number of persons who have purchased securities and the aggregate dollar amount of their purchases on the total lines. Enter "0" if answer is "none" or "zero."

	Number Investors	Aggregate Dollar Amount of Purchases
Accredited Investors	2	$ 37,400
Non-accredited Investors	1	$ 18,700
Total (for filings under Rule 504 only)		$

Answer also in Appendix, Column 4, if filing under ULOE.

3. If this filing is for an offering under Rule 504 or 505, enter the information requested for all securities sold by the issuer, to date, in offerings of the types indicated, in the twelve (12) months prior to the first sale of securities in this offering. Classify securities by type listed in Part C — Question 1.

Type of Offering	Type of Security	Dollar Amount Sold
Rule 505		$
Regulation A		$
Rule 504	Limited Partnership	$ 56,100
Total		$

4 a. Furnish a statement of all expenses in connection with the issuance and distribution of the securities in this offering. Exclude amounts relating solely to organization expenses of the insurer. The information may be given as subject to future contingencies. If the amount of an expenditure is not known, furnish an estimate and check the box to the left of the estimate.

Transfer Agent's Fees	☐	$ 0
Printing and Engraving Costs	☐	$ 4,000.00 XX
Legal Fees	☐	$ 3,500.00 XX
Accounting Fees	☐	$ 3,000.00 XX
Engineering Fees	☐	$ 3,000.00 XX
Sales Commissions (specify finders' fees separately)	☐	$ 49,368.00 XX
Other Expenses (identify) ADMINISTRATION FEE	☐	$ 6,500.00 XX
Total	☐	$ 69,368.00 XX

C. OFFERING PRICE, NUMBER OF INVESTORS, EXPENSES AND USE OF PROCEEDS

b. Enter the difference between the aggregate offering price given in response to Part C — Question 1 and total expenses furnished in response to Part C — Question 4.a. This difference is the "adjusted gross proceeds to the issuer." ..... $ 346,188

5. Indicate below the amount of the adjusted gross proceed to the issuer used or proposed to be used for each of the purposes shown. If the amount for any purpose is not known, furnish an estimate and check the box to the left of the estimate. The total of the payments listed must equal the adjusted gross proceeds to the issuer set forth in response to Part C — Question 4.b above.

	Payments to Officers, Directors, & Affiliates	Payments to Others
Salaries and fees	☐ $ 0	☐ $ 0
Purchase of real estate	☐ $ 0	☐ $ 0
Purchase, rental or leasing and installation of machinery and equipment	☐ $ 0	☐ $ 0
Construction or leasing of plant buildings and facilities	☐ $ 0	☐ $ 0
Acquisition of other businesses (including the value of securities involved in this offering that may be used in exchange for the assets or securities of another issuer pursuant to a merger)	☐ $ 0	☐ $ 0
Repayment of indebtedness	☐ $ 0	☐ $ 0
Working capital	☐ $ 0	☐ $ 0
Other (specify): WELL SITE LOCATION + SPACING	☐ $ 20,000	☐ $ 0
Turnkey drilling and completion of 4 wells	☐ $ 0	☐ $ 326,188
Column Totals	☐ $ 20,000	☐ $ 326,188
Total Payments Listed (column totals added)	☐ $ 346,188	

D. FEDERAL SIGNATURE

The issuer has duly caused this notice to be signed by the undersigned duly authorized person. If this notice is filed under Rule 505, the following signature constitutes an undertaking by the issuer to furnish to the U.S. Securities and Exchange Commission, upon written request of its staff, the information furnished by the issuer to any non-accredited investor pursuant to paragraph (b)(2) of Rule 502.

Issuer (Print or Type)	Signature	Date
PROFUSION RESOURCES, INC.		11/14/02
Name of Signer (Print or Type)	**Title of Signer (Print or Type)**	
Billy W. BLACKWELL	PRESIDENT	

ATTENTION

Intentional misstatements or omissions of fact constitute federal criminal violations. (See 18 U.S.C. 1001.)

E. STATE SIGNATURE

1. Is any party described in 17 CFR 230.262 presently subject to any of the disqualification provisions of such rule? ..... Yes ☐ No ☐

See Appendix, Column 5, for state response.

2. The undersigned issuer hereby undertakes to furnish to any state administrator of any state in which this notice is filed a notice on Form D (17 CFR 239.500) at such times as required by state law.

3. The undersigned issuer hereby undertakes to furnish to the state administrators, upon written request, information furnished by the issuer to offerees.

4. The undersigned issuer represents that the issuer is familiar with the conditions that must be satisfied to be entitled to the Uniform limited Offering Exemption (ULOE) of the state in which this notice is filed and understands that the issuer claiming the availability of this exemption has the burden of establishing that these conditions have been satisfied.

The issuer has read this notification and knows the contents to be true and has duly caused this notice to be signed on its behalf by the undersigned duly authorized person.

Issuer (Print or Type)	Signature	Date
PROFUSION Resources, INC.		11/14/02
Name (Print or Type)	**Title (Print or Type)**	
Billy W. BLACKWELL	PRESIDENT	

Instruction:
Print the name and title of the signing representative under his signature for the state portion of this form. One copy of every notice on Form D must be manually signed. Any copies not manually signed must be photocopies of the manually signed copy or bear typed or printed signatures.

APPENDIX

1	2		3	4				5	
	Intend to sell to non-accredited investors in State (Part B-Item 1)		Type of security and aggregate offering price offered in state (Part C-Item 1)	Type of investor and amount purchased in State (Part C-Item 2)				Disqualification under State ULOE (if yes, attach explanation of waiver granted) (Part E-Item 1)	
State	Yes	No		Number of Accredited Investors	Amount	Number of Non-Accredited Investors	Amount	Yes	No
AL	✓								✓
AK									✓
AZ									✓
AR	✓								✓
CA	✓								✓
CO	✓								✓
CT	✓								✓
DE									✓
DC	✓								✓
FL	✓								✓
GA	✓								✓
HI									✓
ID									✓
IL	✓								✓
IN	✓								✓
IA	✓								✓
KS	✓								✓
KY	✓								✓
LA	✓								✓
ME									✓
MD									✓
MA	✓								✓
MI	✓								✓
MN									✓
MS									✓

APPENDIX

1	2		3	4				5	
	Intend to sell to non-accredited investors in State (Part B-Item 1)		Type of security and aggregate offering price offered in state (Part C-Item 1)	Type of investor and amount purchased in State (Part C-Item 2)				Disqualification under State ULOE (if yes, attach explanation of waiver granted) (Part E-Item 1)	
State	Yes	No		Number of Accredited Investors	Amount	Number of Non-Accredited Investors	Amount	Yes	No
MO									✓
MT	✓								✓
NE	✓								✓
NV	✓								✓
NH									✓
NJ	✓								✓
NM									✓
NY									✓
NC	✓								✓
ND	✓								✓
OH	✓								✓
OK	✓								✓
OR									✓
PA									✓
RI									✓
SC	✓								✓
SD	✓								✓
TN	✓								✓
TX	✓								✓
UT	✓								✓
VT									✓
VA	✓								✓
WA	✓								✓
WV	✓								✓
WI									✓

APPENDIX

1	2		3	4				5	
	Intend to sell to non-accredited investors in State (Part B-Item 1)		Type of security and aggregate offering price offered in state (Part C-Item 1)	Type of investor and amount purchased in State (Part C-Item 2)				Disqualification under State ULOE (if yes, attach explanation of waiver granted) (Part E-Item 1)	
State	Yes	No		Number of Accredited Investors	Amount	Number of Non-Accredited Investors	Amount	Yes	No
WY									✓
PR									✓

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

PRI MORGAN 2002-A LTD.
A Four Gas Well Drilling Program
Morgan County, Kentucky

Proposed Test Depths - 1,550 Feet
Objective Formation - Silurian Salina Dolomite (Corniferous)

Twenty-two (22) Units Being Offered -- One Unit Equals
4.5% Working (3.375% Net Revenue) Interest before Payout
3.015% Working (2.25% Net Revenue) Interest after Payout
($18,700 per Unit - $15,784 for Drilling and Testing, $2,916 for Completion)

THESE ARE HIGHLY SPECULATIVE SECURITIES INVOLVING A HIGH DEGREE OF RISK.

THE INVESTMENT REFERRED TO HEREIN HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES AGENCY OF ANY STATE, BUT ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND PURSUANT TO EXEMPTIONS FROM REGISTRATION UNDER THE APPLICABLE STATE BLUE SKY LAWS.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SIMILAR AGENCY OF ANY STATE; NOR HAS THE COMMISSION OR ANY SUCH STATE AGENCY PASSED UPON, REVIEWED OR ENDORSED THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR ANY SALES LITERATURE ASSOCIATED WITH THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

	Per Unit	22 Units	Gen Part.	Totals
Offering Price	$18,700	$411,400		$411,400
Managing General Partner			$ 4,156	$ 4,156
Total Contributions				$415,556
Maximum Sales Commission (1)	$ 2,244	$ 49,368		$ 49,368
Up Front Management Fee (2)	$ 900	$ 19,800	$ 200	$ 20,000
Proceeds to Program (3)	$15,556	$342,232	$ 3,956	$346,188

THIS MEMORANDUM IS DATED OCTOBER 10, 2002

Profusion Resources Inc.
620 Euclid Avenue, Suite 202
Lexington, Kentucky 40502
(859) 269-0261

Footnotes:

(1) Units may be sold on a "best efforts" basis by certain licensed sales agents of the Issuer, who will be paid a sales commission not to exceed 12% of the price for all Units. (See "Plan of Distribution.")

(2) An Organization, Development and Offering Fee (the "Management Fee") in the amount of $20,000 will be paid from the proceeds of the offering to the Issuer, Profusion Resources, Inc., independent of well drillings or completions. The Issuer will pay all organization and offering costs, including but not limited to legal, accounting and printing costs from the Management Fee and will be compensated for managing the affairs of the Program. If organizational and offering expenses exceed this amount, any excess amount will be the responsibility of the Issuer. (See "Application of Proceeds.")

(3) Upon receipt and acceptance of the minimum subscription, four (4) Units, the Issuer and Program Manager will cause drilling to begin on the Program's initial well. Should the Program Manager fail to receive and accept the minimum of four (4) subscriptions necessary for the closing prior to the Termination Date, the offering will terminate and any money being held at such time will be returned with no deductions.

Prospective investors may ask questions of, and receive answers from the officers of Profusion Resources, Inc., or authorized persons acting on its behalf, concerning the terms and conditions of the Offering and obtain any additional information necessary to verify the accuracy of the information contained in this Memorandum to the extent the Program Manager possesses such information (or can acquire it without unreasonable effort and expense). All documents regarding the Program's business are also available to any prospective investor or his designated representative. Any questions regarding the Offering, or any request for additional information or documents should be directed to Bill W. Blackwell, President, Profusion Resources, Inc., 620 Euclid Avenue, Suite 202, Lexington, Kentucky 40502, telephone (859) 269-0261.

This Memorandum is for the private use of the party identified below and constitutes and offers only to such person. This Memorandum may not be reproduced in whole or in part without the written consent of the Program Manager, Profusion Resources, Inc.

_____

NAME OF OFFEREE

_____ _____

Copy No. Date

PURCHASER SUITABILITY STANDARDS

THE INVESTMENT IS ONLY SUITABLE FOR PERSONS OF SUBSTANTIAL MEANS WHO (1) HAVE NO NEED FOR LIQUIDITY IN THEIR INVESTMENT, (2) HAVE BEEN ADVISED WITH RESPECT TO THE UNLIMITED PERSONAL LIABILITY WHICH MAY ARISE FROM THEIR OWNERSHIP OF THE INVESTOR GENERAL PARTNER UNITS, AND (3) CAN AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT.

THIS INVESTMENT IS, IN GENERAL, ONLY SUITABLE FOR PERSONS WHO ARE "ACCREDITED INVESTORS" (SEE "GLOSSARY") AS THAT TERM IS DEFINED IN RULE 501 OF THE SECURITIES AND EXCHANGE COMMISSION REGULATION D. THE PROGRAM MANAGER MAY, HOWEVER, MAKE EXCEPTIONS TO THE GENERAL SUITABILITY STANDARDS AND PERMIT SALES TO PERSONS WHO ARE NOT ACCREDITED INVESTORS IF SUCH PERSONS ARE ABLE TO DEMONSTRATE THEIR FINANCIAL SOPHISTICATION AND SUITABILITY TO THE SATISFACTION OF THE PROGRAM MANAGER. NOTWITHSTANDING THE FOREGOING, UNITS WILL NOT, UNDER ANY CIRCUMSTANCES, BE SOLD TO MORE THAN 35 PERSONS WHO ARE NOT ACCREDITED INVESTORS.

UNITS WILL ONLY BE SOLD TO AN INVESTOR WITH RESPECT TO WHOM THE PROGRAM MANAGER HAS REASONABLE GROUNDS TO BELIEVE, AND DOES BELIEVE, IMMEDIATELY PRIOR TO SALE, AFTER MAKING REASONABLE INQUIRY EITHER, (1) THAT SUCH INVESTOR HAS SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT SUCH INVESTOR IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF THIS INVESTMENT, OR (2) THAT SUCH INVESTOR AND THE SELECTED "PURCHASER REPRESENTATIVE" (AS THAT TERM IS DEFINED IN THE SECURITIES AND EXCHANGE COMMISSION REGULATION PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED) TOGETHER HAVE SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT THEY ARE CAPABLE OF EVALUATING THE MERITS AND RISKS OF THIS INVESTMENT AND THAT SUCH INVESTOR IS ABLE BEAR THE ECONOMIC RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR PURPOSES OF APPLYING THE FOREGOING SUITABILITY STANDARDS, THE TERMS "NET WORTH" SHALL MEAN THE NET FAIR MARKET VALUE OF A PERSON'S ASSETS, REDUCED BY (1) THE NET FAIR MARKET VALUE OF HIS LIABILITIES, AND (2) A REASONABLE PROVISION FOR TAXES ON UNRECOGNIZED GAINS.

THE DELIVERY OF THIS MEMORANDUM SHALL NOT CONSTITUTE AN OFFER OR SOLICITATION TO ANYONE IN ANY JURISDICTION IN THAT SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED, AND SHALL CONSTITUTE AN OFFER ONLY TO THAT PERSON NAMED IN THE APPROPRIATE SPACE ON THE PRECEDING PAGE OF THIS MEMORANDUM.

NO PERSON MAY PARTICIPATE IN THIS OFFERING EXCEPT PURSUANT AND SUBJECT TO THE TERMS SET FORTH IN THIS MEMORANDUM AND BY THE APPROVAL OF THE PROGRAM MANAGER. THE PROGRAM MANAGER RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTION, IN WHOLE OR IN PART, AND RESERVES THE RIGHT, IN ITS SOLE AND

ABSOLUTE DISCRETION, TO MODIFY OR WITHDRAW THIS OFFERING AND REJECT ALL SUBSCRIPTIONS.

ANY REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF ITS CONTENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE PROGRAM MANAGER, IS PROHIBITED. NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION NOT CONTAINED IN THIS MEMORANDUM OR AN AUTHORIZED SUMMARY HEREOF, OR IN ANY AGREEMENT CONTEMPLATED HEREBY, AND ANY INFORMATION OR REPRESENTATION NOT CONTAINED HEREIN OR IN SUCH AUTHORIZED SUMMARY MUST NOT BE RELIED UPON.

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

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER 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.

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EXECUTIVE SUMMARY

This Synopsis does not propose to be a complete description of the terms and consequences of an investment in the PRI Morgan 2002-A Ltd. (the "Program") offered hereby, and are qualified in its entirety by the more detailed information appearing throughout this Memorandum and by the attached Exhibits. For definitions of certain terms used in this Memorandum, see the "Definitions" section.

Offerer/Issuer. Profusion Resources, Inc. (the "Program Manager"), 620 Euclid Avenue, Suite 202, Lexington, Kentucky 40502 is the issuer of the Units in the Program offered by this Memorandum. The Program is to develop wells within the Mize Prospect. The leases, well sites are described in the Contract Area attached as Exhibit "A". Rock Creek Petroleum L.L.C. with offices in Paintsville and Lexington, Kentucky will serve as the Drilling Contractor and Operator under a Turnkey Drilling Contract and Operating Agreement, a form of which is attached as Exhibit "B."

Purchaser Suitability Requirements. The Program is being offered pursuant to certain exemptions from the registration of securities afforded issuers of securities under Section 4(2) of the Securities Act of 1933 and Regulation D as promulgated there under, and other various securities regulations and statutes of state jurisdictions. The Program Manager has determined that sales of Units will be made to no more than thirty-five (35) persons who are not "Accredited Investors," but who meet suitability requirements established by the Program Manager.

A Subscription will be accepted from a Non-Accredited Investor only if such person has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of an investment in the Units. Each subscriber must also meet any additional, more stringent suitability requirements of the securities laws of the jurisdiction in which he resides as set forth in the Subscription Agreement and as otherwise required by the Program Manager. In general, a prospective Non-Accredited Investor must represent to the Program Manager that he has a net worth of at least five times his proposed investment in the Program, exclusive of home, home furnishings and personal automobiles. However, such requirement is subject to modification in the sole discretion of the Program Manager, if permitted by the securities laws of the jurisdiction in which the prospective Partner resides.

Terms of the Offering. This Confidential Private Placement Memorandum relates to an offering of twenty-two (22) Units which represent an initial 75% Net Revenue (100% Working) Interest in the wells decreasing to a 50% Net Revenue (67% Working) Interest after the Program recoups its development and drilling costs from all wells ("Payout"). The Mineralowner of the Lease and the Program Manager/Manager parties will own an aggregate 25% Landowner and Overriding Royalty Interest.

One Unit represents a 4.5% Working (3.375% Net Revenue) Interest before Payout and a 3.015% Working (2.25% Net Revenue) Interest after Payout. There is a minimum investment of one Unit except under limited circumstances when approved at the sole discretion of the Program Manager.

The Units are being offered to select investors only through licensed representatives on a "best efforts" basis at a turnkey price of $18,700 each. This includes the Management Fee, lease cost, commissions, drilling and completion costs assuming that the Program Manager will decide to complete and equip the wells.

Since the Units have not been registered under the Securities Act of 1933, as amended, or under the securities laws of any state or jurisdiction, owners of the Units will not be able to readily liquidate their interests, inasmuch as the Units cannot be readily assigned or transferred.

Until subscriptions for a minimum of four (4) Units are accepted by the Program Manager, all funds will be deposited into a segregated account and will not be used for any purpose. Once the minimum number of Units are subscribed for and accepted by the Program Manager, a portion of the proceeds will be used by the Program Manager to pay certain expenses of the Offering and make payments on the Drilling Contract. Thereafter, the Program Manager may continue in its efforts to sell any unsold Units, or may elect to terminate the Offering. Proceeds from the sale of the remaining Units will continue to be deposited in the account; a portion of such funds will be available for the Program Manager to pay certain expenses of the Offering and drilling and completion costs. The Program Manager, or its Affiliates, may invest in one or more of the Units for its own account, but is not obligated to do so. If subscriptions for a minimum of four (4) Units have not been accepted by the Program Manager prior to November 30, 2002, or a later date not more than sixty (60) days thereafter if extended at the sole discretion of the Program Manager (the "Subscription Period"), all monies tendered will be refunded to subscribers without interest, offset or deduction. No interest will be earned on the subscribers' funds since they will become part of the Partnership's general account after the minimum number of subscriptions is subscribed.

When the minimum number of Units is subscribed, thereafter, the Program Manager, will cause the actual drilling of the initial well to commence as soon as practical. The well will be drilled to a depth sufficient to test the Objective Formation unless Commercial Quantities of gas are encountered at a shallower depth. Upon obtaining the Objective Depth, the Drilling Contractor will cause the hole to be conditioned and such log or logs thereof to be run and such tests to be conducted as it may consider necessary or advisable under the circumstances.

If the Drilling Costs actually incurred by the Drilling Contractor in performing under the Turnkey Drilling Contract are less than the amount contracted for, then the Drilling Contractor will retain the remainder as profit on its Turnkey Drilling Contract for the Program. The Drilling Contractor is basing its estimates of such costs on historical results and the results of current drilling activity by other companies drilling wells in the area. If these estimates are accurate, the Drilling Contractor may realize a profit, after expenses, including General and Administrative Expenses during the drilling period of approximately twenty (20) percent. In the event the Drilling Costs actually incurred by the Drilling Contractor in performing under the Turnkey Drilling Contract exceed the price to Program, the Drilling Contractor may incur a loss.

If warranted, the Drilling Contractor will complete and equip the wells at the turnkey completion price. Upon completion of the Program, the Program Manager shall ensure an assignment to the Program in accordance with its interest in that portion of the Lease allocated to the Program. See "Allocation of Costs and Revenues".

In connection with the above, it should be understood that the decision as to location of drill site, date the drilling of the well begins, the actual drilling operations and the decision whether or not to complete drilling operations or plug and abandon same as a dry hole shall be made at the sole discretion of the Program Manager. In addition, the Program will pay the Operator a monthly fee of $200 for operating each producing well. In addition, the Program will be chargeable with its proportionate share of all other operating costs of the wells in the event that production is obtained.

A provision will be made in the Operating Agreement between Rock Creek Petroleum L.L.C., as Operator, and the Program, as Non-Operator, whereby the Operator is given a first and preferred lien on the interest of each Unit covered thereby, and in the oil and gas produced and equipment, if any, to secure the payment of all operating costs due the Operator.

Investors in the Program will have the first right of refusal to participate in any direct offset well on the lease. Investors will be notified in writing of the next well to be drilled and will be given fourteen (14) days

from notification letter postmark in which to exercise their first right of refusal. Failure to participate in any future well to be drilled in the Contract Area will result in the automatic cancellation of this option.

Proposed Activities. The Program Manager has acquired or has options on mineral rights in Morgan County, Kentucky including the Contract Area for the Program as described in Exhibit "A." Four gas wells are will be drilled to a maximum depth of approximately 1,550 feet or to a depth sufficient to test the Objective Formation. The Contract Area is on the Mize Prospect in the Grassy Creek Gas Field. See Exhibit "A" for a more detailed description and location maps.

After subscriptions for the minimum number of Units have been accepted, the Program Manager will perform or cause to be performed all of the services which are necessary or appropriate in connection with the supervision and management of the Program. This will include, but is not limited to, the selection of each drill site, the drilling of the well, completion of the well or plugging and abandoning the well as a dry or non-commercial hole, contracting for professional services, labor, material, tools, machinery, and equipment; and pertaining to the production and operation of the well, the entering into contracts for the sale of any production from the wells and any other activities necessary or incidental thereto. The Program Manager will enter into a turnkey contract with Rock Creek Petroleum L.L.C. to drill the wells. Rock Creek Petroleum is a non-affiliated limited liability corporation and currently drilling near the Contract Area.

Source and Application of Funds. It is expected that the only source of income for the Program will be the proceeds, if any, distributed to the Program from the sale of Products derived from the wells. The Program will pay one hundred percent of all costs incurred in connection with the drilling. Assuming all the Units are fully subscribed and the Program Manager does not purchase any Units for its own account, the Program Manager will not pay any of the direct expenses associated with the drilling other than the allocation of its 1% as Program Manager. If additional funds are required beyond the turnkey price to Program, the Program Manager will be responsible for any additional Management Fee and the Turnkey Drilling Contractor will be responsible for any additional drilling or completion costs.

Allocation of Cost and Revenues. Revenues from the Program Wells will be subject to a Mineralowner Royalty and other Overriding Royalties totaling 25% of gross revenues. Royalties are payable to the Mineralowner's 12.5% and to the Program Manager/Operator 12.5% over-ride. As a result, the Program's 100% Working Interest will represent a 75% Net Revenue Interest. After the net revenue from the Program equals the amount of the Program's investment ("Payout"), the Program Manager/Operator will assume a shared responsibility for 33% of all operating costs, (a 33% Working Interest) representing a 25% Net Revenue Interest. The Program's Working Interest will decrease to 75% with a corresponding decrease in Net Revenue Interest to 50%. Allocation to Partners ("Limited Partners" or "Investor General Partners") will be made in accordance with the above interests and on a pro rata basis to the interest acquired by each Partner in the Program.

Investor as Limited Partner or Investor General Partner. An investor in the Program will occupy the status of owners of the Program, under a Kentucky Limited Partnership, PRI Morgan 2002-A Ltd. Pursuant to the Operating Agreement between the Program and the Operator, the Operator will be responsible for the conduct of Operations on the Program's operation for the mutual benefit of all Partnership. The Program will be a Non-Operator under the Operating Agreement, and as such will have no substantial authority over or involvement in such operations. As a Non-operator, the Program should not be personally liable, except to the extent of their proportionate Working Interest share, for the debts and obligations to third parties incurred by the Operator in conduction with Program operations, except to the extent of the funds they agree to contribute to defray the costs of such operations.

An Investor may elect to purchase his interest as an Investor General Partner thereby allowing them to deduct any Program losses or credits from active income with the option of converting to Limited Partner status at predetermined times with the approval of the Managing General Partner. During such time that the Investor is an Investor General Partner, he will be exposed jointly and severally to unlimited liabilities that the Limited Program might incur. Limited Partners have no such exposure; their liability will be limited to the amount of their investment in the Program and their share of any undistributed net profits.

The Partnership Agreement. Limited Partners or Investor General Partners in this Offering will execute the Limited Partnership Agreement ("Program Agreement") that governs the development and operations of the Program Wells. The Managing General Partner believes that the Program Agreement will create a limited partnership taxable as a partnership for Federal and state income tax purposes. The Managing General Partner will contribute an amount equal to 1% of the total amount of Capital contributed by the investing partners in return for a 1% Program interest. Limited Partners and Investor General Partners (who will assign management responsibility to the Managing General Partner) will have no voice in the day-to-day management of the Program. (See "Summary of the Partnership Agreement.")

Additional Assessments. There will be no mandatory or optional assessments in connection with the drilling, testing or completion of the Program over the Turnkey Unit Price. However, if production is established, the provisions of the Operating Agreement relating to charges for Operating Expenses (including plugging and abandoning costs after production in Commercial Quantities is established) becomes effective. If any well becomes an economic burden on the Program; the Operator shall so advise the Program Manager and will be directed to shut the well in pending instructions regarding the disposition of the well. The Program retains the right at its option to transfer/sell the well or direct the Operator to plug the well and restore the lease at no cost to the Program.

Reports. The Program Manager will maintain accurate records relating to all phases of the Program's operations and will make them available to each Partner on reasonable notice at its office in Lexington, Kentucky. Progress reports, at least quarterly, will be mailed to Program until the Program Manager decides that such reports and statements are no longer needed to fully inform Program of the operations. During the actual drilling operations, it is the intent of the Program Manager to provide all Partners with telephone progress reports at least monthly. The Program Manager also will arrange for the preparation of all information needed by Program for the filing of tax returns, which will be transmitted within sixty (60) days after the close of each calendar year.

Risk Factors, Conflicts of Interest and Tax Matters. This Offering involves numerous risks, certain conflicts of interest and significant tax considerations. See "Risk Factors" and "Tax Matters."

PURCHASER SUITABILITY REQUIREMENTS

The Program is being offered pursuant to certain exemptions from the registration of securities afforded issuers of securities under Section 4(2) of the Securities Act of 1933 and Regulation D as promulgated there under, and other various securities regulations and statutes of state jurisdictions. The Program Manager has determined that sales of Units will be made to no more than thirty-five (35) persons who are not "Accredited Investors," but who meet suitability requirements established by the Program Manager.

An "Accredited Investor" as that term is defined in Rule 501 of Regulation D, shall mean any person who comes within any of the following categories, or any person who the Program Manager reasonably believes comes within any of the following categories, at the time of the sale of the Unit(s) to that person:

(1) Any bank as defined in section 3(a)(2) of the Securities Act of 1933 or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act of 1933 whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(13) of the Securities Act of 1933; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state or 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; employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000, or if a self directed plan, with investment decisions made solely be persons that are accredited investors;

(2) Any private business development company as defined in section 202(a) (22) of the Investment Advisers Act of 1940;

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

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of the issuer;

(5) Any natural person whose individual net worth or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000;

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

(7) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 230.506(b)(2)(ii) of Regulation D;

(8) Any entity in which all of the equity owners are accredited investors.

A Subscription will be accepted from a Non-Accredited Investor only if such person has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of an investment in the Units. Each subscriber must also meet any additional, more stringent suitability requirements of the securities laws of the jurisdiction in which he resides as set forth in the subscription Agreement and as otherwise required by the Program Manager. In general, a prospective Limited Non-Accredited Investor must represent to the Program Manager that he has a net worth of at least five times his proposed investment in the Program, exclusive of home, home furnishings and personal automobiles. However, such requirement is subject to modification in the sole discretion of the Program Manager, if permitted by the securities laws of the jurisdiction in which the prospective Partner resides.

Certain states in which the Units may be offered may impose higher suitability standards than those set forth above and additional representations may be required from a prospective Partner in such state(s) prior to being accepted as a person to whom an offer may be made and/or Units sold.

The foregoing requirements are only minimum suitability standards, and the satisfaction of those standards by a Partner does not necessarily indicate that an investment in the Units is suitable for such person.

Persons from whom Subscriptions will be accepted will be determined by the Program Manager, in its sole discretion, from the signed "Investor Questionnaire" included in the Subscription Documents attached to this Memorandum as Exhibit "D". A Subscription may be rejected by the Program Manager at its sole discretion for any reason.

With respect to potential investment in the Units by entities such as trusts, individual retirement accounts, pension plans or investors subject to ERISA, the investor is urged to consult a qualified advisor such as an attorney, accountant or investment advisor specializing in such matters. Many of the tax benefits to individual investors in the Units may be substantially reduced or eliminated with respect to an investment made through such entities. In addition, the Units may not meet the requirements of ERISA with respect to investments for plans subject thereto.

TERMS OF THE OFFERING

Subscriptions. Pursuant to this Memorandum, twenty-two (22) Units in the Program are being offered by the Program Manager to selected investors at a turnkey price of $18,700 per Unit (approximately $4,044 each for the Management Fee and the Lease Acquisition, $12,100 for drilling and testing, and if completion is attempted, $2,556 per Unit for completing and equipping). The minimum subscription is one Unit unless the Program Manager, at its sole discretion and as permitted by applicable securities laws, elects to accept subscriptions for less than the minimum. See "Purchaser Suitability Requirements".

Certain licensed agents of the Program Manager may be paid sales commissions in connection with the sale of the Units. Units may also be offered to selected investors by the officers of the Program Manager on a "best efforts" basis. See "Purchaser Suitability Requirements" and "Plan of Distribution".

Until subscriptions for four (4) Units are completed and accepted by the Program Manager, all funds will be deposited into a segregated account and will not be used for any purpose. Once the minimum number of Units are subscribed for and accepted by the Program Manager, a portion of the proceeds will be used by the Program Manager to pay certain expenses of the Offering; and the Program Manager will continue its efforts to sell any unsold Units. Proceeds from the sale of the remaining Units will continue to be deposited in the account; a portion of such funds will be available for the Program Manager to pay certain expenses of the Offering. If subscriptions for the minimum number of Units have not been received by the Program Manager prior to November 30, 2002 or a later date not more than sixty (60) days thereafter if extended in the sole discretion of the Program Manager, all monies tendered will be refunded to subscribers without interest, offset or deduction.

The Program Manager, or its Affiliates, may invest in one or more of the Units for its own account, but is not obligated to do so.

Subscription Period. The Subscription Period shall be the period from the date of this Memorandum until November 30, 2002, or such later date not more than sixty (60) days thereafter, if the Program Manager shall, at its sole discretion, determine. The Program Manager may offer the Units as described in this

Memorandum from the date of this Memorandum until the earlier of: (i) the date when all twenty-two (22) Units have been sold, (ii) the end of the Subscription Period or (iii) the date the Program Manager, at its sole discretion, may determine for any reason. If subscriptions for at least four (4) Units have not been received by the Program Manager prior to the end of the Subscription Period, as may be extended, all monies tendered will be refunded to subscribers without interest, offset or deduction.

Subscription Procedures. A person intending to subscribe for Unit(s) in the Program must send a completed and signed (i) Subscription Agreement (Exhibit "C"), (ii) Power of Attorney (Exhibit "D"), and (iii) Investor Questionnaire (Exhibit "E"), and Signature Page of the Limited Partnership Agreement (Exhibit "G"), to the Program Manager. He shall also include a check for his Unit(s) made payable to the order of PRI Morgan 2002-A Ltd. The Program Manager, in its sole discretion, may reject any subscription for Unit(s) in the Program for any reason.

Bank Account. Until subscriptions for four (4) Units are completed and accepted by the Program Manager, all funds will be deposited into a segregated account and will not be used for any purpose. Once four (4) Units are subscribed for and accepted by the Program Manager, a portion of the proceeds will be used by the Program Manager to pay certain expenses of the Offering including commissions and drilling and completion costs. The Program Manager will continue in its efforts to sell any unsold Units. Proceeds from the sale of the remaining funds will continue to be deposited in the account and used to pay the remainder of the Management Fee, commissions and the Turnkey Drilling Contract.

Plan of Distribution. Units may be sold on a "best efforts" basis by certain licensed sales agents of the Issuer. Sales commission will be paid not to exceed 12% of the price for all Units. Units are also being offered to selected investors by the officers of the Program Manager.

Activation of Program Operations. A total of twenty-two (22) Units are offered in the Program. The total subscription price is $18,700 per Unit to drill, test, treat and equip the wells. After subscriptions for a minimum of four (4) Units have been accepted and fully paid, the Program Manager will cause the Limited Partnership to commence operations.

After completing and equipping the Program wells, if warranted, the Program Manager will ensure, at the appropriate time, an assignment of the Program's interest in the wells and their Spacing Units, and in production of oil and gas there from, is recorded in Morgan County, Kentucky.

Limited Transferability. Since the Units have not been registered under the Securities Act of 1933, as amended, or under the securities laws of any state jurisdiction, owners of the Units will not be able to readily liquidate their interests, inasmuch as the Units cannot be readily assigned or transferred. The Program may not sell, transfer, or assign such Units, if, in the sole opinion of the Program Manager, such sale, transfer or assignment would prejudice the exemption of the sale of the Units from the registration requirements of the Securities Act of 1933, as amended, or of any state securities laws. In this regard the Program Manager may condition the transfer or disposition of any Unit on the receipt by it of an opinion of counsel acceptable to the Program Manager (the cost of which shall be born by the transferor) to the effect that such transaction will not violate the Securities Act of 1933, as amended, or any other applicable securities laws, or regulations promulgated there under, and that such transfer is being made under a lawful exemption from registration, if any exists. The Program Manager has not obligated itself to repurchase, has not established a procedure for repurchasing, and has no present plan to repurchase Units from the owners thereof. As such unless the Program Manager is willing to repurchase a Partner's Unit, a Partner may experience difficulty and perhaps a loss of his entire investment in disposing of his Unit.

PROPOSED ACTIVITIES

The Program Manager has acquired or has options on mineral rights in Morgan County, Kentucky including the Contract Area for the Program as described in Exhibit "A." The four gas wells will to be drilled to a maximum depth of approximately 1,550 feet or to a depth sufficient to test the Objective Formation. The Contract Area is on the Oldfield Family Farm Lease which lies within the Mize Prospect of the Grassy Creek Gas Field. See Exhibit "A" for a more detailed description and location maps.

Prospective investors are referred to the Turnkey Drilling Contract and Operating Agreement included in this Memorandum as Exhibit "B," for detailed disclosure of the rights and duties of the parties, including the Program, under those agreements. The Turnkey Drilling Contract and Operating Agreement and attachment should be read in their entirety by each prospective Partner for a full understanding of the terms there under.

The proposed well sites are shown in Exhibit "A" attached hereto. The Drilling Contractor will drill, test and complete the four wells at a "turnkey price" to the Program at $81,547 per well for a total of $326,188. The Drilling Contractor will drill the wells under a Turnkey Drilling Contract, a copy of which is attached hereto as Exhibit "B". However, the Drilling Contractor reserves the right to delegate all or part of the drilling and completing functions to third parties. The Drilling Contractor will remain responsible for and supervise the activities of all subcontractors and related support services personnel.

If the Drilling Contractor completes the wells, its obligations under the Turnkey Drilling Contract will include the obligation to purchase and install wellheads, gas meters, gathering lines and other surface production equipment necessary to prepare the wells for commercial production. There exists in the oil and gas industry a market for used equipment of this type. The Operating Agreement and the Turnkey Drilling Contract do not obligate the Drilling Contractor to purchase and install new production equipment. It is possible that the Drilling Contractor will purchase and install used, reconditioned equipment on the wells. In making decisions as to the purchase and installation of production equipment, the Drilling Contractor will act as a prudent operator in selecting, purchasing, and installing equipment which is suitable for use in producing Products from the wells.

Proposed Drilling

Leasehold Interest. The Program Manager has acquired the rights or an option on 100% of the Working Interest in the Lease for the Contract Area. The leasehold acreage to be assigned to the Program containing the Contract Area is on the Oldfield Family Farm Lease. Exhibit "A" contains location maps illustrating the location of the lease and planned well sites along with the Geological Report. The Geological Report briefly describes the history of the field surrounding the Contract Area, as well as, the status of development. Exhibit "A" also shows production in the area, wells off-production, dry holes and abandoned wells, and other efforts of parties related to this Agreement.

Objective Formation. The approximate depth of the Objective Formation for the Well is 1,450 feet. Investors should carefully review the geological section and maps in Exhibit "A", and if possible, have this information reviewed by a geologist or petroleum engineer familiar with oil and gas properties.

Drilling and Testing. The Drilling Contractor will drill, test and if warranted complete four Wells at a "turnkey drilling and testing price" pursuant to the Turnkey Drilling Contract.

The wells will be drilled to the Objective Depth equal to the lesser of: (i) the Total Depth of 1,550 feet below the surface of the earth: or (ii) a depth sufficient to test the Objective Formation.

In the event that a Well is lost at any depth by reason of any accident or casualty, or igneous rock or other impenetrable substances are encountered, or loss of circulation or other conditions render further drilling impracticable by methods currently in general use in the oil and gas industry, the Drilling Contractor may, in its sole discretion, elect:

(a) To plug and abandon the lost well and commence an additional well on the Contract Area, in replacement of the lost well, within 60 days after loss of the well; or

(b) To plug and abandon the Well and cease operations on the Contract Area.

The nature of the Drilling Contractor's election will depend on the facts and circumstances then obtaining, and the nature of the agreements hereafter made by the Drilling Contractor with drilling subcontractors and others. It is anticipated that drilling and testing will be concluded within forty days following rig set up. Promptly after reaching the Objective Depth, the Program Manager will notify the Program Manager of test results and await the Program Manager's decision to attempt completion or to plug the well.

Title. The Program Manager will not provide any warranty of title or title insurance in connection with the transfer of the Units in the Program. In the event of production in Commercial Quantities, the Program Manager will rely on title research prepared by the surveyor, copies of which will be provided upon written request. Such research is usual and customary for oil and gas operations in eastern Kentucky and provides the Program Manager with the assurances it needs prior to drilling. The cost of curing any defects in title will be borne by the Program.

Reservation of Right. The Drilling Contractor reserves the right to move the location of a well or substitute a comparable drill site for a Well in the event additional geological information is obtained. Any substituted well locations or drill sites will compare favorably with the general character of the Prospect described regarding degree of risk, drilling depth and cost.

Lease Abandonment. At any time after drilling of a well begins, the Program Manager at its sole discretion may determine that a well is not capable, or is no longer capable, of producing Commercial Quantities, and shall thereupon proceed to abandon and plug the Well. Plugging expense will be borne by the Program and any proceeds accruing from the sale of salvage equipment and casing shall be distributed to the Program.

Completion and Operation

Completion. In the event the Program Manager elects to attempt completion, the Drilling Contractor will complete and equip each well at the turnkey completion price.

Operation of the Well. Following completion of a well, the rights and obligations of the parties will be governed primarily be the operating clauses that are included within the Turnkey Drilling and Operating Agreement attached as Exhibit "B". The Program Manager in its capacity as Managing General Partner of PRI Morgan 2002-A Ltd., will appoint Rock Creek Petroleum LLC as the Operator who will manage the day to day operation of the wells, subject to its obligations to act in a manner not involving gross negligence or willful misconduct, to do all things which are necessary and customary in operating the Program's wells. This will also include the right to enter into certain contracts for the benefit of the Program, including the retention of other parties to serve as Operator of the well, advance and disburse monies for the payment of bills and invoices for equipment, facilities, supplies, materials, lease rentals, royalties, labor, services,

transportation, insurance and the like and will be entitled to reimbursement of cost plus 10% for such expenditures. In addition to actual operating costs, the Operator will be paid a monthly fee of $200 for the operation, maintenance and management of each well.

Assignment of Interest. After production in Commercial Quantities is achieved, if any, the Program Manager will ensure an assignment of oil and gas interest to the Program representing its Working Interest, is recorded in Morgan County, Kentucky.

Subsequent Operations. No Subsequent Operations or special projects are contemplated at this time, although over the course other producing life of the Lease an assessment for such a purpose could be proposed. In the event of a determination that a Subsequent Operation or special project might be desirable in the Contract Area, the Program Manager at its sole discretion, may present it to the Program owners for consideration. However, there will be no mandatory assessments. In fact, if any well becomes an economic burden on the Program, the Operator shall so advise the Program Manager and is authorized to shut the well in pending instructions regarding the disposition of the well. The Program retains the right at its option to transfer/sell the well or direct the Operator to plug the well and restore the lease at no cost to the Program.

Reliance on Third Parties. The Operating Agreement specifically authorizes the Operator to contract for the services of third parties to carry out its obligations under that agreement. It is likely that the Operator will utilize the services of drilling companies, independent geologists, engineers, landsmen, computer services providers, accountants and attorneys on a recurring basis. Such third party subcontractors will most likely not be subject to a fiduciary obligation to the Program.

Disposition of Lease upon Dry Hole and other Termination of Operations. In the event production in Commercial Quantities is never obtained or if production in Commercial Quantities is obtained but becomes uneconomical, the interests of Program will remain in the equipment until the well is plugged and the equipment is sold and will remain in the Lease until such Lease expires and Program otherwise will suffer the loss of their entire investment. It is not likely that Program will recover any significant amounts from the sale of the equipment.

Return on Investment. There is absolutely no assurance that any wells drilled and completed will produce Commercial Quantities of oil or gas. However, if Commercial Quantities of Products are achieved, the Program will participate in any oil and gas production revenues.

Sale of Oil and Gas Production. Although the Program has the right to take production in kind, by executing the Operating Agreement, the Program appoints the Operator to sell the oil and gas produced from the Prospect in accordance with provisions of the Operating Agreement. The Operator will enter into contracts on behalf of the Program for the sale of Products for periods not to exceed one year pursuant to the terms of the Operating Agreement. The oil and gas produced from the Prospect will be sold on a competitive basis to third parties, such as pipeline companies, gathering companies, refineries, major oil companies and utilities and will not be sold to entities owned or otherwise acquired by the Operator.

SOURCE OF FUNDS AND APPLICATION OF PROCEEDS

The following table describes the source of funds and anticipated application of proceeds from the Program if all twenty-two (22) Units are subscribed.

Source of Funds

	Per Unit	22 Units	Gen Part.	Totals
Offering Price	$18,700	$411,400		$411,400
Managing General Partner			$ 4,156	$ 4,156
Total Contributions				$415,556
Maximum Sales Commission[1]	$ 2,244	$ 49,368		$ 49,368
Up Front Management Fee[2]	$ 900	$ 19,800	$ 200	$ 20,000
Proceeds to Program[3]	$15,556	$342,232	$ 3,956	$347,188

Footnotes:

[1]Units will be sold on a "best efforts" basis by certain licensed representatives of the Issuer. They will be paid a sales commission not to exceed 12% of the price for all Units. (See "Plan of Distribution.")

[2]An Organization, Development and Offering Fees (the "Management Fee") in the amount of $20,000 will be paid from the proceeds of the offering to the Issuer, Profusion Resources, Inc., independent of well drillings or completions. The Issuer will pay all organization and offering costs, including but not limited to legal, accounting and printing costs, the "Management Fee" and will be compensated for managing the affairs of the Program. If organizational and offering expenses exceed this amount, any excess amount will be the responsibility of the Issuer. (See "Application of Proceeds.")

[3]Upon receipt and acceptance of the minimum subscription, four (4) Units, the Program Manager will cause drilling to begin on the Program's initial well. Should the Program Manager fail to receive and accept the minimum of four (4) Subscriptions necessary for the closing prior to the Termination Date, the offering will terminate and any money being held at such time will be returned with no deductions. (See "Terms of Offering.")

Application of Proceeds. The following is a brief summary of the manner in which the Offering proceeds is anticipated to be allocated:

	Per Well	Four Wells
Lease Acquisition	$ 5,000	$ 20,000
Turnkey Drilling and Completion[1]	81,547	326,188
Selling Commissions[2]	12,342	49,368
Program Organization, Development and Offering Fee[3]	5,000	20,000
Totals	$103,889	$415,556

Footnotes:

[1]Turnkey drilling and completion costs represent a non-refundable payment provided under the Program's Turnkey Contract with the Operator for a total of $67,272 for the Program's interest in each Program well.

[2]Maximum commissions of 12% may be paid to certain licensed sales agents of the Program Manager.

[3]The Program Manager will retain this amount, together with any amount not distributed as a selling commission in (2) above, as a one-time fee for the organization, development and offering of the Program and reimbursement of costs incurred in the organizational and offering stage of the Program. Estimated organizational and offering costs include, but are not limited to, legal and accounting fees, printing costs, filing fees and miscellaneous expenses which will be included in this fee. If this cost is exceeded, it will be the responsibility of the Program Manager to pay any excess costs.

The foregoing reflects estimates of the application of the offering's proceeds. Actual expenditures may vary materially from the estimates.

ALLOCATION OF COSTS AND REVENUES

Revenues from the Program wells will be subject to a Mineralowner Royalty and other Overriding Royalties initially totaling 25% of gross revenues. As a result, the Program's 100% Working Interest will initially represent a 75% Net Revenue Interest. Royalties are payable to the Mineralowner's (12.5%) and to the Program Manager/Operator (12.5%) override. After the net revenue from the Program equals the amount of the Program's investment ("Payout"), the Program Manager/Operator will assume a shared responsibility for 33% of all operating costs, (a 33% Working Interest) representing a 25% Net Revenue Interest; and the Program's Working Interest will decrease to 75% with a corresponding decrease in Net Revenue Interest to 50%. Allocation to the Partnership will be modified in accordance with the above interests at the time of Payout.

The following table summarizes the allocation costs of and revenues from the Program Wells to the Program Manager and to other parties holding Mineralowner Royalties and Overriding Royalties. Unit holders in accordance with their percentage interests in the Program will share all items allocated to the Program.

Cost and Revenue Interest Allocations

	Before Payout	
	Program	Mineralowner and Overriding Royalty Int.
Organization, Development Management Fee & Offering Costs	100%	0%
Drilling, Completion Operation Costs/Deductions, (Working Interest)	100%	0%
Net Revenue Interest	75%	25%

	After Payout	
	Program	Mineralowner and Overriding Royalty Int.
Operation Costs/Deductions, (Working Interest)	67%@	0%
Net Revenue Interest	50%@	25%

@ After deduction of the back-in interest.

Summary of Working Interest/Net Revenue Interest

	Before Payout		**After Payout**	
Party	WI	NRI	WI	NRI
Mineralowner	-0-	12.5%*	-0-	12.5%*
Program Manager/Operator	-0-	12.5%	-0-	12.5%*
Program Manager/Operator (Back-in Interest)	-0-	-0-	33%	25%
Program	100%	75%	67%	50%
Totals	100%	100%	100%	100%

*Drill sites may encompass unitized acreage from several different tracts with several different land/mineralowners. Mineralowner and Overriding Royalty Interests may vary, but will not exceed 25%.

Program Allocations within the Limited Partnership. The following represents the percentage Working Interest, Net Revenue Interest and Program Percentage Equivalent that will be allocated in accordance with Units subscribed.

Before Payout

Program Allocation	Working Interest	Net Revenue Interest
Total Program Interest	(100%)	(75%)
Managing General Partner (Program Manager)	1%	0.75%
Other Partners (22 Units)	99%	74.25%
Per Unit	4.5%	3.375%

After Payout

Program Allocation	Working Interest	Net Revenue Interest
Total Program Interest	(67%)	(50%)
Managing General Partner (Program Manager)	0.67%	0.5%
Other Partners (22 Units)	66.33%	49.5%
Per Unit	3.015%	2.25%

MANAGEMENT

The Program Manager. Profusion Resources, Inc., the issuer/sponsor of the Program, was incorporated in the Commonwealth of Kentucky in September 2002 to engage in all aspects of the oil and gas industry. The Program Manager will rely in large part on its management and industry consultants in making its decisions regarding the activities to be carried out though the Program. The Program Manager has or is also obtaining options on additional adjacent areas and intends to sponsor for other programs similar to this Program. See "Conflicts of Interest".

Officers, Directors and Significant Employees. The officers and directors of the Program Manager and its significant employees will devote only such time and effort to the Program as may be necessary in order to properly conduct and administer the business and affairs of the Program.

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Bill W. Blackwell, President, Secretary and Treasurer

Qualification:
NASD Series 63 Issuer Agent, March 2001 - Present

Experience:
Mr. Blackwell founded Profusion Resources, Inc. in September 2002 primarily to develop oil and/or gas fields in Kentucky. Previously he was Vice President and Sales Manager for an oil and gas company.

Mr. Blackwell is a second-generation family in the oil and gas industry. His father and two uncles spent most of their career in the offshore oil industry in the Gulf of Mexico. His recent success started when he qualified as a Series 63 broker in March of 2000 and quickly became a very successful sales agent. He set a new sales record within his first year at an Ohio based oil and gas company.

He then transferred to a Lexington, Kentucky oil and gas company. There he quickly exceeded his previous sales record and within six months was promoted to Sales Manager. Because of his significant contribution to the success of the company, he was promoted to Vice President of Sales. Subsequently he resigned to form his own company.

Mr. Blackwell has extensive knowledge of the oil and gas industry and is a current investor in the industry. He has participated in oil and gas drilling limited partnerships and joint venture projects.

William R. Harris, Vice President

Education:
Lexington Community College-2 years
(Obtained HVAC technician license in Kentucky)

Qualification:
NASD Series 63 Issuer Agent, November 2001 - Present

Experience:
Mr. Harris has worked in the oil and gas industry and has invested in oil and gas limited partnerships. His experience provides him with both the industry and investor perspectives.

Mr. Harris has followed in his stepfather's shoes to some extent. His stepfather researched leases and oil abstracts for major oil corporations. Mr. Harris has researched well records within the Oil and Natural Gas Section of the Mines and Minerals Department of the Kentucky Geological Survey at the University of Kentucky. This experience has been and is very beneficial in accessing and validating geological data including well location maps on potential prospects.

Mr. Harris is also an investor in stocks and residential real estate. He was responsible for the acquisition, development and management of the properties. He also was a senior loan officer for Oak Tree Mortgage, Inc. and subsequently the Chief Financial Officer (CFO) of Unlimited Access Mortgage, Inc.

Previously, Mr. Harris was the manager for a regional band. He was in charge of the marketing and booking performances, and company finances. In addition to scheduling the tours, he was the tour manager and responsible for all logistics on the tour.

Principals' Ownership and Affiliated Program Manager Associations
The ownership positions and associations with Affiliated Companies of the Profusion Resources, Inc. officers are described below:

Principal	Affiliated Company	Association	PRI Ownership
Bill W. Blackwell	None	None	50%
William R. Harris	None	None	50%

Prior Performance. Being newly formed, the PRI Morgan 2002-A Ltd. does not have any prior performance history and will rely largely its management team and drilling contractor as well as industry consultants.

Compensation of the Program Manager. The Program Manager will receive a total of $5,000 for each well, as a Program Organization, Development and Offering Fee. This Management Fee may be less if all wells are not acquired, drilled or completed. The Program Manager will be responsible for paying all organizational and offering costs (legal, accounting, printing, etc.) from this fee and will be responsible for paying any costs which exceed this amount.

The Program may enter into an agreement with the Program Manager to perform certain functions for the Operator under the Turnkey Drilling and Operating Agreement to be executed by the Program, and the Program Manager may be compensated by the Operator for its services from the amounts received from the Program under the Turnkey Contract.

Fiduciary Responsibilities of the Program Manager. The Program Manager is accountable to the Program as a fiduciary and consequently must exercise good faith and integrity in handling the Program's affairs. Where the question has arisen, courts have held that a partner may institute legal action on behalf of himself or all other similarly situated partners to recover damages for a breach of the Program Manager's fiduciary duties or on behalf of the Program to recover damages from third parties. Pursuant to the Partnership Agreement, the Program Manager will not be liable to the Program for errors in judgment or other act or omissions not amounting to gross negligence or willful misconduct. The Program will be required to indemnify and hold harmless the Program Manager from such liability. Therefore, Unit owner's rights of action against the Program Manager are limited. Notwithstanding the foregoing, neither the Program Manager, its officers, directors or shareholder, nor its Affiliates, shall be indemnified for any damages which they occur as a result of any judgment entered in or settlement of any lawsuit involving allegations that federal or state securities laws were violated in connection with the offer of sale of Units unless the party seeking indemnification is successful in defending such lawsuit and the indemnification is specifically approved by a court of law. (See "Summary of Partnership Agreement".)

Conflicts of Interest. Although the Program Manager is obligated to deal fairly and in good faith with the Partnership, there will be situations in which the interest of the Program Manager or the interest of the other programs or ventures organized or managed by the Program Manager may conflict with the interest of the Partnership. For instance, the Program Manager may engage in oil and/or gas exploration activities for its own account or for the account of other ventures or partnerships on leases acquired prior to or subsequent to the date of this Memorandum. The Program Manager may become involved in other oil/gas programs in areas that may be considered to be in competition with the Program's development activities. The Partnership Agreement specifically authorizes the Program Manager to operate ventures that may conflict with the interest of the Partnership.

In addition, the Program Manager may be confronted with conflicts of interest in its management of the Partnership in the following general areas.

-There is an inherent conflict of interest in the Program Manager's allocation of time between the activities of the Partnership and the activities of other drilling programs or other business interest in which the Program Manager is or may become involved.

-The drilling or completion of the Program Wells may "prove-up" the reserves of the underlying lease, resulting in a direct or indirect benefit of the Program Manager while the Partnership will acquire rights only with respect to the specific Program Well sites and specific acreage allocable to each of the Program Wells. The Partnership will not acquire rights to participate in wells on any other acreage leased by the Program Manager.

-If the Program Wells become producers, they may be a value to the Program Manager as a "carried party" although the development costs expended by the Partners may not be recovered.

-Selection of Program Well sites may involve conflicts of interest and the Program Manager must decide whether to acquire property for the Partnership, for its own managed properties or for other programs managed by it.
-During the term of the Partnership, the officers, directors and employees of the Program Manager will be involved in other business activities, including activities involving other oil and/or gas partnerships, and will not dedicate their full working time to the Partnership. If the Program Manager becomes involved in other oil/gas activities it is likely that those activities will be in the immediate area of the Program wells, and some of the activities may directly compete with those of the Partnership.
-The Program Manager will retain certain overriding royalty interest in the Program Wells. (See "Compensation of Program Manager" and "Allocation of Costs and Revenue".)
-The Program Manager may also contract with others to perform certain services under the Turnkey Contract executed by the Program and will receive additional compensation from any such arrangement.

Legal Proceedings. The Program Manager is not currently subject to any legal proceedings that might be considered material to the operations of the Program Manager or the Partnership.

SUMMARY OF TURNKEY DRILLING AND OPERATING AGREEMENT

The following is a summary of certain terms of the Turnkey Contract. This summary is qualified by reference to the full text of the Turnkey Drilling and Operating contract, a copy of which is included as Exhibit "B" to this memorandum.

The partnership will enter into a Turnkey Drilling and Operating Agreement with Rock Creek Petroleum L.L.C., the "Operator," whereby the Operator will drill, test and, if warranted, complete the Program Wells. The Turnkey Contract specifies a fixed price stated elsewhere for development of the Partnership's interest in each Program well or a total of $326,188 for its share of costs in the drilling and completing of all four (4) wells. The Operator anticipates that it will use drilling subcontractors to fulfill its obligations under the Turnkey Contract including any agreement with the Managing General Partner to perform services for the Operator. To the extent, it is able; the Operator will pay such subcontractors for their services an amount less than that paid to the Operator under the Turnkey Contract. Thus, although a profit margin is included in the Turnkey Contract price, the Operator incurs the sole risk if cost overruns are incurred.

As Operator of the Program Wells if one or more of them becomes a commercially producing well, the Operator will perform all the normal and customary duties of an operator of a producing well, including contracting for labor, materials, tools, machinery, and equipment incidental to the operations of the Program Wells, and other activities necessary for such operations including normal maintenance and supervision of the Program's gas production. The Operator will receive a monthly fee of $200 per well as compensation for its duties and responsibilities as Operator of the producing Program Wells. All electricity, well service, replacement parts, etc. will be billed by the Operator directly to the Partnership at its cost, plus a factor of 10%. Any or all of the Operator's duties as Operator may be delegated to third parties. However, the Operator will remain primarily responsible for the performance of such functions so long as it continues to serve as Operator. The Operator will enter into contracts on behalf of the Partnership for the sale of gas produced by the Program Wells. To the extent possible, such contracts will have a minimum term of one year.

Operating costs will be paid from the sale of gas after deduction of the proceeds attributable to the

Mineralowner Royalty and other Overriding Royalty Interests. The Opera
tor will ensure distribution of their share of the gross proceeds from the sale of products from the Program Wells to holders of Mineralowner Royalty Interest and Overriding Royalty Interests. The Operator will apply the balance of the gross sales proceeds to the Partnership. The Partnership will first pay the operating costs and then any reserve funds established by the Operator. The remaining funds will then be distributed to the Partnership in accordance with their interest. (See" Allocation of Costs and Revenues.")

SUMMARY OF PARTNERSHIP AGREEMENT

The Partnership Agreement to be executed by each Partner provides the powers and purposes of the Partnership and establishes the respective rights and obligations of the Program Manager and the Limited Partners. The following is a summary of certain terms of the Partnership Agreement. This summary is qualified by reference to the full text of the Partnership Agreement, a copy of which is included as Exhibit "G" to this Memorandum.

Management of the Partnership. Profusion Resources, Inc., the Managing General Partner (and "Program Manager") will manage the affairs of the Partnership on a day-to-day basis. The Managing General Partner will be responsible for acting on behalf of the Partnership in all matters relating to business. Other Partners will not have a right to participate in the management activities of the Partnership but will have the general voting rights summarized below. Partners have the right exercisable by the vote of a majority (except as otherwise provided) in interest of the Partners:

- To amend the Partnership Agreement
- Upon the vote of the holders of 25% of the Partnership interest, to call a meeting of the Partners to discuss any matter relating to the operation of the Partnership.
- To remove the Program Manager and elect a successor, and
- To dissolve the Partnership

Compensation to the Managing General Partner. The Managing General Partner will receive a total of $20,000 as a Program Development and Management Fee, regardless of the number of wells drilled and completed. The Program Manager will be responsible for paying all organizational and offering costs (legal, accounting, printing, etc.) from this fee and will be responsible for paying any costs which exceed this amount. In addition, the Program Manager will share with the Operator, a 12.5% in Overriding Royalty Interests.

The Managing General Partner may enter into an agreement with a third party to perform certain functions for the Operator under the Turnkey contract to be executed by the Partnership. The Operator will compensate the Managing General Partner for their services from the amounts received from the Partnership under the Turnkey Contract.

Capital Contributions. Each Partner will contribute capital to the Partnership, a total amount of $18,700 per Unit to drill, test, treat and equip the wells. Certain licensed sales agents of the Managing General Partner may be paid a sales commission will sell units on a "best efforts" basis. The officers, directors and employees of the Program Manager on a "best efforts" non-commission basis will also offer units. All subscription payments will be held in a segregated non-interest bearing account. After the minimum of four (4) Units have been received and accepted, the Managing General Partner will cause Partnership operations to begin.

Allocation of Costs and Revenues. Revenues from the Program Wells will be subject to a

Mineralowner Royalty and other Overriding Royalties initially totaling 25% of gross revenues. As a result, PRI Morgan 2002-A Ltd. 100% Working Interest will represent a 75% Net Revenue Interest decreasing to a 50% Net Revenue Interest (67% Working Interest) after the Partnership has recouped its development cost from each well, or after "Payout". Royalties are payable to the Mineralowner(s) (12.5%) and overrides to the Managing General Partner (3.125%) and to the Operator (9.375%).

Allocation to Partners will be made in accordance with the above interests and on a pro rata basis to the interest acquired by each Partner in the Partnership.

Distributions to the Partners. Distributions of the Net Cash Flow of the Partnership will be made within ninety (90) days following the close of each calendar quarter or sooner if approved by the Program Manager. "Net Cash Flow" means the excess, if any, of the gross revenues of the Partnership over the sum of all cash disbursed by the Partnership in the ordinary course of business (including but not limited to business expenses, capital costs not funded by capital contributions and payments on account of debts or liabilities of the Partnership) and reasonable reserves established by the Program Manager for contemplated business needs of the Partnership, and after payment of all Mineralowner and Overriding Royalty Interests.

Liability of Limited Partners to Third Parties. The Limited Partners should not be jointly and severally liable for obligations and liabilities of the Limited Partnership nor to its creditors and claimants in the Partnership operations. The Partnership will be considered a limited partnership under Kentucky law. Consequently, the liability of a limited partner should be limited to the amount of such partner's capital contribution to the Partnership and his share of any undistributed net profits. The Program Manager will require the Operator, or those with whom the Operator contracts, to obtain insurance for public liability, property damage, and other insurance needs, but there is no assurance that such insurance coverage will be sufficient to cover all liabilities.

Transfer of Interest. Limited Partners may not sell, assign, hypothecate of otherwise dispose of their interests in the Partnership without the prior written consent of the Program Manager, whose consent may be withheld for any reason or without reason. Any transfer of a Unit by a Partner is subject to compliance with the requirement of applicable state and Federal securities laws. Accordingly, no transfer of a Unit, in whole or part, may be made until the Program Manager and the Partnership have received an opinion of counsel satisfactory to them to the effect that the transfer would be exempt from the registration requirements of the Securities Act of 1933, as amended, and applicable state securities laws.

Upon the death, incompetence, legal incapacity, bankruptcy or insolvency of a Partner, his or her legally authorized personal representative shall have all of the rights of the Partner for the purpose of settling or managing his or her estate and such personal representative may become a substitute Partner with the consent of the Program Manager.

Dissolution of the Partnership. The Partnership will continue until the occurrence of (i) the bankruptcy, insolvency or withdrawal of the Program Manager (unless the Partners determine to elect a successor Program Manager and continue the business of the Partnership as a reconstituted Partnership); (ii) the sale, condemnation, or taking by eminent domain of all substantially all of the assets of the Partnership; (iii) upon the vote of the majority in interest of the Partners to dissolve the Partnership, (iv) December 31, 2027.

Distribution upon Dissolution. Upon the dissolution of the Partnership, the Program Manager shall

determine which of the Partnership's properties are to be sold and which are to be distributed in kind. The Partnership's assets will be distributed in the following order of priority: first, to the payment of all of the Partnership's debts and liabilities (other than to the Limited Partners) and to the necessary expenses of liquidation; second, to the payment and discharge of all of the Partnership's debts and liabilities to the Limited Partners (other than on account of their contributions), third to the Partners in accordance with their respective capital accounts on the date of distribution.

Withdrawal of Capital. No Partner may withdraw any portion of his or her capital contribution to the Partnership. Capital accounts will not bear interest.

Reports to Partners. Partners will be furnished annually with information necessary for income tax purposes. The annual report will be furnished to the Partners within ninety (90) days following the close of the Partnership's fiscal year.

Indemnification of Managing General Partner. The Managing General Partner and its officers, directors, agents, employee, controlling persons and Affiliates will not be liable in damages or otherwise to the Partnership for any errors in judgment or for any acts or omissions that do not constitute actual fraud, gross negligence or willful or wanton misconduct. Further, the Partnership Agreement provides that the Managing General Partner its affiliates may engage in any business activity, including a business activity that is competitive with the Partnership.

The Partnership will indemnify the Managing General Partner and its directors, officers, agents, employees, controlling persons and Affiliates against judgments and amounts paid in settlement, cost and expenses (including legal fees and expenses) incurred by any of such persons if they acted in good faith and in a manner they believed to be in, or not opposed to, the best interest of the Partnership and if such person's conduct did not constitute actual fraud, gross negligence or willful or wanton misconduct. Any indemnification under these provisions will, however, be limited to the available assets of the Partnership.

To the extent that these indemnification provisions purport to include indemnification for liabilities arising under the Securities Act of 1933, the Securities and Exchange Commission is of the opinion that such indemnification is contrary to public policy and therefore unenforceable. Further, such indemnification provisions shall be limited in all respects by the applicable provisions of any state law where the Units are sold and which relate to violations of state and federal securities law. Except as set forth herein, the Managing General Partner has no duty in indemnifying any Partner for any loss incurred in connection with the operations of the Partnership.

REPORTS AND RECORDS

Drilling Progress Reports. Each Partner will receive periodic drilling reports as deemed necessary in the discretion of the Program Manager.

Drilling and Testing Results. Following the conclusion of drilling and testing, the results of testing data obtained and the Drilling Contractor's technical evaluation will be furnished to Program in order to provide them with a basis upon whether to complete or plug the well.

Annual Reports. Prior to within sixty (60) days after the close of each fiscal year of the partnership, Program Manager will furnish each Partner with a written report summarizing production and expenditures during the preceding calendar year. Such report will contain all information required for income tax reporting purposes.

Records. Information regarding the Prospect will be maintained at the Program Manager's corporate offices and any Program owner shall be permitted to inspect such records upon an appointment during normal business hours.

RISK FACTORS

AN INVESTMENT IN THE PROGRAM MAY INVOLVE A SUBSTANTIAL RISK OF THE LOSS OF ALL OR A PART OF THE MONIES INVESTED. SUBSCRIPTIONS FOR UNITS SHOULD, THEREFORE, ONLY BE MADE BY THOSE INVESTORS WHO CAN AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. (See "Purchaser Suitability Requirements".) PROSPECTIVE PARTNERS SHOULD CAREFULLY CONSIDER THE FOLLOWING RISK FACTORS IN DETERMINING WHETHER AN INVESTMENT IN THE UNITS IS SUITABLE FOR THEM. PROSPECTIVE PARTNERS ARE URGED TO CONSULT THEIR OWN FINANCIAL, TAX AND LEGAL COUNSEL IN CONNECTION WITH THE POSSIBLE PURCHASE OF UNITS.

General Risks

Risks Inherent In Oil and Gas Exploration. Oil and gas drilling involves a high degree of risk, and is marked by unprofitable efforts, not only from dry holes, but from wells which, though productive, do not produce oil and gas in sufficient quantities to return a profit on the amounts expended. The results of any well cannot be determined in advance. The selection of leases and drill sites and the drilling of wells are not exact sciences and the results of such drilling cannot be predicted. In fact, the ratio of productive oil and gas wells has been low when compared to the total number of wells drilled. Even though a well is drilled in an area adjacent to known and existing production, there is no assurance that such drilling will locate the productive zones, or that such productive zones, if located, will have the attributes necessary for commercial production sufficient to recoup the capital expended in placing such well in production.

A well may also be ruined or rendered dry or noncommercial during either drilling or completion due to technical or mechanical difficulties. Should a well be successfully drilled to the required depth, and tests thereafter indicate hydrocarbon-formations sufficient to warrant completion, there is still no assurance that production will be obtained or that any or all sums expended thereon will be recouped through production. The extent and value of a well, any underlying reservoir of oil or gas, and the amount and rate of future production cannot be determined with reasonable accuracy unless and until the well has a history of continuous production over a period sufficient to provide a reservoir engineer with data upon which an evaluation may be reasonably based.

Use of Initial Potential Tests. The Initial Potential of a well as determined by a test which is run following completion will not always be determinative of "actual" production. Prospective investors, when viewing Initial Potential as an indication of the extent to which a well may actually produce, should keep in mind that actual production is generally less than the "Initial Potential" figures reported to the Kentucky Department of Mines and Minerals and other state agencies regulating oil and gas production in their jurisdictions.

Marketing Oil and Gas. The price at which oil and gas may be sold is dependent upon the availability of a ready market for and the actual marketing of any oil and gas produced. The price of production affects the rate of return of capital invested, and, in some instances, affects whether a well, and its production at that price, may be deemed commercial or profitable. The availability of a ready market and the actual marketing depend upon numerous factors beyond the control of the Operator, the effect of which factors cannot be predicted. These non-controllable factors which affect the price and the amount of production of oil and gas are imports (quality and quantity, quota restrictions), allowable production, new discoveries, regulatory laws (including pollution controls), weather conditions, the marketing and competitive position of other fuels, the availability and carrying capacity of pipeline or trucking facilities, and the fluctuation of supply and demand. See "Competition, Markets and Regulation".

Hazards: Operational and Environmental. Hazards such as unusual formations, pressures, and other unforeseen conditions are sometimes encountered in drilling wells. Additionally, it is not unusual to encounter unexpected problems or conditions which necessitate the abandonment of a well. Sometimes substantial uninsured liabilities to third parties or governmental agencies may be incurred, the payment of which would reduce the hinds available for distribution to the Program or result in the loss of the oil and gas properties. The Operator or the subcontractor of the Operator will carry certain insurance, including workman's compensation and/or employee liability insurance, general public liability and property damage insurance, automobile public liability and property damage insurance. See the Operating Agreement attached hereto as part of Exhibit "B".

Delay in Receipt of Income. The Program will be engaged in the exploration for and possible development of oil and gas reserves. Unavailability of or delay in obtaining necessary materials for drilling or completion of the Well or title opinions to date of first production may delay the receipt of income, if any, for significant periods after discovery. Unavailability of or delay in connection with pipelines or other transportation systems, delays in obtaining satisfactory contracts and connections for oil and/or gas wells, and other unforeseen circumstances, may also postpone the distribution of income.

Regulation And Marketability of Gas or Oil Discovered. The availability of a ready market for any gas or oil which may be produced by the Wells and the price obtained therefore will depend upon numerous factors, including the extent of domestic production and foreign imports of oil and/or gas, the proximity and capacity of pipelines, intrastate and interstate market demands, the extent and effect of federal and state regulations on the sale of natural gas and/or oil in interstate and intrastate commerce, and other government regulations affecting the production and transportation of gas and/or oil. See "Competition, Markets and Regulation".

Competition. Other individuals, partnerships, and major and independent oil companies are in competition with the Program Manager, some of which have greater financial and technical resources than those available to the Program Manager. See "Competition, Markets and Regulation".

Possible Shortages. In the past, increased drilling activities have, from time to time, created shortages of certain equipment necessary in the drilling and/or completion of oil and/or wells. Due to a shortage of such equipment and previous inflationary trends, the prices at which equipment was available escalated during such periods. Although a fairly recent decrease in drilling activity overall and the rate of inflation has resulted in a reduction in demand and a lowering of the price at which some of such equipment is available, there is a possibility that further price escalations will increase the operating expenses associated with production, thus reducing the distributions, if any, available to the Program.

Tax Risks

Investors should refer to "Tax Matters" for a more complete discussion of federal income tax considerations of a purchase of Units. In general, purchase of Units is advised only for individuals with recurring income subject to taxation at the highest federal income tax rate.

Uncertainty of Tax Benefits. Certain of the customary tax benefits resulting from ownership and development of oil and gas drilling rights are limited, including the right to deduct intangible drilling costs and the right to claim the percentage depletion allowance. Such benefits, which are afforded under the Internal Net revenue Code of 1986, as amended (the Code"), are, in some ways, uncertain as to their availability with respect to specific transactions such as the Program. The extent to which any individual Partner may realize tax savings because of deductions from Program activities will vary according to his personal tax situation. Prospective investors are urged to consult their tax advisors in evaluating all of the tax implications and risks of investing in the Program. See "Tax Matters".

Classification of the Program for Tax Purposes. Each Partner in the Program will acquire the right to be individually assigned a fractional undivided working interest in the Prospect to the extent of the Spacing Unit of the Well, and, if such assignment occurs, will directly own such interest. The Program is not intended to create the relationship of a partnership or an association taxable as a corporation between or among the owners of Units and/or the Program Manager. Pursuant to the Operating Agreement, an election will be made to be excluded from the application of Subchapter "K" of the Code, which pertains to partnerships. The Program is structured to avoid classification as an association taxable as a corporation. Therefore, absent successful attack by the Service, the Program will directly report their respective shares of income, deductions and credits and other items for federal income tax purposes and make elections regarding such items on their individual income tax returns. Such tax consequences may be affected by various factors. See "Tax Matters".

Under certain circumstances, a venture such as the Program, for federal income tax purposes, may be classified by the Service or a reviewing Court as an "association taxable as a corporation". In such event, items of gain, loss, income, deduction and credit would be reportable by the Program, which would be required to file a corporate income tax return and pay tax on its income at corporate rates. The distribution of funds to the Program would be subject to tax as corporate distributions at ordinary income rates to the extent of earnings and profits. No ruling has been or will be requested from the Internal Net revenue Service as to the proper classification of the Program. The Program Manager will obtain an opinion from its counsel regarding the Program's classification for tax purposes, and the other material tax consequences of an investment in the Program. However, that opinion will not be binding upon Service or a reviewing court and should not be taken as positive assurance that such tax consequences are as described therein.

Depletion Allowance. The percentage depletion allowance will be available to a Partner in the Program, provided the Partner qualifies as an "independent producer". Each Partner must individually determine the availability to him or her of percentage depletion, and there is no assurance that such percentage depletion will be available to any particular Partner, if he or she is not an "independent producer."

IDC Deduction and other Tax Benefits. Assuming the proper election is made, it is expected that the Program will be eligible to make elections which will result in the recognition of tax losses from drilling operations (primarily from deductions of intangible drilling and development costs ["IDCs"]) and the tax losses may offset certain types of income of the Program from other sources. Although it is expected that

IDCs relating to the Well will be available in 1994, exactly when IDCs with respect to the Well will be eligible for deduction is dependent upon several factors, including when the Well is spudded, drilled, and completed, and in which year payment is made by the Program and by the Program for the drilling and completion activities.

Because of an IDC deduction, the basis of each investor who elects to deduct IDCs in his Units will not reflect the expenditure of the IDCs. Because of such lower basis, amounts realized upon the sale or disposition of a Unit (or of the Prospect) will produce taxable gain, which will constitute ordinary income to the extent of previously deducted IDCs. Thus, the tax deductions afforded by deduction of IDCs during early Program activities may merely defer a Partner's overall federal income tax liability to a later year. The tax benefit which any particular Partner may derive from investment in the Program will depend on the value of such tax deferral to such Partner.

Possible Disallowance of Deductions. Annual information will be sent to Partners by the Program Manager based upon its interpretation of data compiled from the books and records of the Program Although the Program Manager may consult with independent public accountants and with tax counselors to the extent deemed necessary in compiling and delivering information to the purchasers of Units, the amount of deductions reported for their individual tax returns based upon such information submitted by the Program Manager may vary from the amounts which may ultimately be allowed by the Service or a reviewing court. Thus, a Service audit, or a judicial determination, could result in deductions which have been reported in the Partner's personal tax returns being partially or totally disallowed. Should this occur the Partner may be required to pay taxes with interest and penalties plus additional tax liability.

Excess Proceeds as Profit to the Program Manager and its Affiliates. To the extent that the proceeds from this Offering exceed the aggregate of: (i) the actual cost of drilling and testing the Well under the Turnkey Drilling Contract; and (ii) other expenses, such excess will become the property of the Program Manager and may be deemed to be additional compensation to the Program Manager and its Affiliates.

Tax Laws Subject to Change. Continuation of certain tax treatment presently available cannot be assured, and tax benefits related to drilling and production could, at any time, retroactively as well as prospectively, be modified or eliminated by legislative, judicial or administrative action. Notwithstanding enactment of legislation modifying, reducing or eliminating various tax benefits, or interpretations of legislation which might require treatment different from the discussion set forth under "Tax Matters", the Program Manager is authorized to expend the entire original subscriptions of the Program and to conduct the business affairs and operations as herein described.

Investors should particularly be aware of the changes to the Code which the President has recently proposed. In particular, he has proposed an increase in the tax rate for individuals with incomes in excess of certain amounts, and surtax in the case of very high incomes. It is likely that many different proposals to change the Code will be made by Congress, and it is probable that in the future changes will be enacted, some of which will almost certainly affect the federal income tax results of an investment in the Units. Potential investors should evaluate the possible effects upon the purchase of Units of changes to the federal income tax law as they are discussed and perhaps enacted. Investors should evaluate an investment In the Program in light of the fact that expenditures are authorized to be made no matter what changes may be made in the tax laws.

The Alternative Minimum Tax and Recapture. Prior to 1993, "Excess" intangible drilling and development costs, to the extent deducted rather than capitalized and amortized or recovered through

depletion, and percentage depletion in excess of the Partner's tax basis in his Units, constituted tax preference items, the existence of which could have subjected a Partner to liability for the alternative minimum tax. For taxpayers other than integrated oil companies, such tax preferences have been repealed for the tax years beginning after December 31, 1992. The Program may produce certain tax preference items, including accelerated depreciation on the Partner's interest in the Program's depreciable property.

In addition, certain deductions and tax benefits associated with investment in the Program, including deducted intangible drilling and development costs and accelerated depreciation, are subject to recapture at ordinary income tax rates in the event of sale of a Partner's interest in the Program and its assets and properties at a gain.

Tax Audit Risks. Investment in any oil and gas drilling program may increase the possibility that an investor's tax returns for years in which the Program is in existence will be examined by the Service. Any such examination may result in disallowance of some or all of the tax deductions, credits and benefits associated with investment in the Program, and may involve examination and disallowance of items on the investor's returns not associated with the Program. The cost of any such examination, and of any legal proceeding instituted to contest the results of any such examination, must be borne by the investor subject thereto, even if the examination is triggered by or limited to items associated with investment in this Program.

Penalties. Code Sections 6111 and 6707, which pertain to the registration with the IRS of "tax shelters," as defined in section 6111 of the Code set forth penalties for failure to register a "tax shelter." Section 6111 defines a tax shelter as an investment in connection with which a reasonable person could infer, from the representations made in connection with the offer and sale of interests, that as of the end of any of the first five years after investment, the aggregate tax benefits available to an investor are more than twice the amount invested, and which meets certain other criteria. Section 6707 sets forth certain penalties for failure to register a tax shelter and provide the shelter's registration number. The Program Manager has determined that it is not necessary to register the Program as a tax shelter under these provisions, but the Service could determine that such a registration should have been made. See "Tax Matters".

Specific Risks

Financial Condition of the Program Manager. Now, the Program Manager's financial capabilities are limited. It is, however, the opinion of the Program Manager's management that it has sufficient financial resources to meet any financial obligations to the Program that could arise. If, however, extensive expenses are incurred beyond the investors' contributions, the Program Manager, in its corporate capacity, might be unable to assume such expenses, which might then be borne by the Program in its capacity as Working Interest owners. Unaudited financial statements for the Program Manager are available for inspection at the offices of the Program Manager upon written request.

No Transferability and Illiquidity of Units. The Units are being offered and sold for investment only and may not be acquired by the purchaser thereof with the view to any resale or distribution thereof. The Units will not be registered under the Securities Act of 1933, as amended, or any state securities acts, by reason of specific exemptions under the provisions of such acts relating to transactions not involving a public offering or solicitation, which exemptions depend in part upon the investment intent of the purchaser. Accordingly, a Partner will have to bear the economic risk of their investment for an indefinite period. A Partner in the Program should not expect to be able to readily liquidate his Units

since these Units cannot be readily assigned or transferred. In addition, the Working Interests will not be readily assignable or transferable. For such reason, these Units may not represent satisfactory collateral for a loan. Each person contemplating an investment in the Units should consider whether the purchase of Units is suitable for him in light of his individual investment objectives and present and future financial needs. Each such person is urged to consult both a qualified financial advisor and attorney in connection with that consideration and to give particular attention to the limited liquidity of the Units hereby offered. See "Purchaser Suitability Requirements.

Program Risk. The Program will pay a turnkey price for drilling and testing, and, if warranted, a turnkey price for completing and equipping the wells. Under the Turnkey Drilling Contract with the Program, the Drilling Contractor will bear the burden of the drilling and testing costs even if the cost to the Drilling Contractor exceeds its agreed turnkey price to the Program. Since it is not anticipated that the Drilling Contractor will incur a loss on the Turnkey Drilling Contract, the Program will likely bear the entire risk for the drilling of the Wells.

If the Drilling Contractor is authorized to attempt completion of the wells, its obligations under the Turnkey Drilling Contract will include the obligation to purchase and install a meter and meter house and other surface production equipment necessary to prepare the wells for commercial production. There exists in the oil and gas industry a market for used equipment of this type. The Operating Agreement and the Turnkey Drilling Contract do not obligate the Drilling Contractor to purchase and install new production equipment. It is possible that the Drilling Contractor will purchase and install used, reconditioned equipment on the wells. In making decisions as to the purchase and installation of production equipment, the Drilling Contractor will act as a prudent Operator in selecting, purchasing, and installing equipment which is suitable for use in producing Products from the wells.

Following the drilling and testing of a well, the Drilling Contractor, after consultation with geologists, will ascertain whether to attempt completion or to plug the well and then notify the Program Manager of its recommendation. If completion of a well is directed, the Program will be obligated to pay the completion turnkey price. Under the Turnkey Drilling Contract, the Drilling Contractor will agree to complete the Program's well at a turnkey price of $14,275 per well. After production, the Program, as Working Interest owners, will be liable for their pro rata share of Operating Expenses, and may be billed for such items in the event their share of proceeds of sale of Products, after deduction of severance taxes, are insufficient to pay their share of Operating Expenses when due.

Limited Capitalization and Assessments. Notwithstanding the provisions of the Turnkey Drilling Contract, additional funds may be required over and above the Program's payments for the following.

Limited Capitalization. The limited capitalization of the Offering may adversely affect the ability of the Program to take advantage of potentially advantageous opportunities available to them. In the event further monies (over and above the subscription proceeds) are needed for operations on the Lease, but cannot be financed through assessments or otherwise, the Lease may have to be abandoned or sold at a price substantially lower than its value, with a loss of benefits to Program. See "Allocation of Costs and Revenues" and "Proposed Activities."

Loss of Use of Funds. There can be no assurance that the Units being offered hereby will be sold. Unless at least four (4) Units being offered are timely sold, the Offering will be terminated and all funds received from the sale of the Units will be refunded in full without interest thereon or deduction there from. Therefore, subscribers of the Units may lose the use of their funds advanced to purchase such Units until after the termination of the Offering. See "Terms of the Offering".

Termination of the Lease. In the absence of production or continuing operations, the assignment of the Lease to the Program from the original lessee will terminate at the end of its "primary term". The Lease, and any reserved production interests, will also terminate even after production is established if production thereafter ceases or the owners of the Working Interest fail fully to develop the Lease. The Lease is also subject to termination, even during its primary terms, for inadvertent or intentional failure to pay rentals, shut-in gas royalties, or advance or minimum royalties. Upon termination of the Lease, all Working Interest owners will be responsible for conducting plugging and abandoning operations, which will include compliance with state conservation regulations, reclamation regulations and other regulatory requirements. Although these costs have been assigned to the Operator, they are the ultimate responsibility of all Working Interest owners. See "Proposed Activities" and "Turnkey Drilling and Operating Agreement."

Disparity in Contributions. Program will bear 100% of the costs of drilling and testing of the Well, whereas the Program Manager will bear none of such costs unless it is a purchaser of Units. Consequently, if the entire operation is unsuccessful, the Program will bear all of the financial loss, except for possible turnkey losses which will be borne by the Drilling Contractor. See "Source of Funds", "Application of Proceeds" and "Allocation of Costs and Revenues".

Diversification of Risk. The Offering involves the drilling of four Well in the Contract Area located in Morgan County, Kentucky. As a result, the Program will lack geographical diversification and the Program' risk with respect to their investment in the Units is significantly increased as a result. See "Proposed Activities".

Other Obligations of the Program Manager. The Program Manager intends to be involved in the sponsoring of additional oil and gas offerings of varying types as well as oil and gas activities for its own account. As a sponsor, the Program Manager has and will incur various types of contingent liability for the obligations of such offerings. If the Program Manager were called upon to respond to such contingent liabilities, such a call could adversely affect the Program Manager's ability to carry out its obligations hereunder.

Conflicts of Interest. The terms contained herein are intended to ameliorate the conflicts of interest inherent in such a situation to the extent practicable, taking into consideration the uncertainties involved in attempting to determine in advance the location of the Well to be drilled, progress of drilling and other exploration in the area of the Lease, and the outcome of drilling operations. Although the Program Manager has attempted to address all potential conflicts of interest, other conflicts of interest may exist or may arise.

The Program Manager may act as sponsor of additional oil and/or gas exploratory drilling programs which may be in competition with this Program insofar as general management, time and attention are concerned. Consequently, there is a possibility of a conflict of interest. Furthermore, information obtained from the results of drilling the Well on the Prospect may be of benefit to the Program Manager in proving up other acreage on the Lease or other acreage which it might acquire. No interest which the Program Manager may acquire in other prospects or leasehold acreage will be transferred to or in any way committed to the Program except as specified in this Agreement.

Operator. The Drilling Contractor will also be the operator of the Program wells. The Operator will receive overhead reimbursements and will be solely responsible for overseeing the conduct of operations. In making decisions about such operations, the Operator will or may be subject to conflicts between its interests and the interests of the Program. The Operator also intends to service other wells produced by

other programs and other companies, and in connection with its management of such wells, potential conflicts of interest could arise.

Notwithstanding such potential conflicts of interest, the Operator is cognizant of the obligations to Program under the Operating Agreement, and intends to make all such decisions by adhering to the "prudent operator" standard.

Title to Lease. The Program Manager has no knowledge of any adverse claims of ownership that have been made on the Lease. The Program Manager will cure or cause to be cured title defects, if any exist, which may affect the Working Interest in the Prospect. In performing curative title work and assessing the validity of title to the Lease, the Program Manager intends to adhere to the "prudent operator" standard, which will include obtaining a legal opinion as to title to the Lease and curing title defects set forth in such opinion, before commencing drilling of the Wells, to the extent that a prudent operator would do so. Under no circumstance will the Drilling Contractor commence drilling operations of a Well until the Program Manager, in its business judgment, is satisfied that it acquired acceptable title to the Working Interest in the Lease. The Lease contains a variety of provisions, none of which would be considered unusual in the oil and gas industry. Prospective Investors are reminded that all of the documents and instruments affecting title to and operations on the Lease are available for inspection at the offices of the Program Manager.

Dependence upon the Program Manager, its Affiliates and their respective Officers and Significant Employees. The Program Manager's ability to manage' the Program's affairs is predominately dependent upon the officers and key employees of the Program Manager, its Affiliates and other professionals who are retained to supervise the drilling, testing, completing and equipping of the Well. In the event that any one of these persons becomes unavailable to direct the Program Manager and its Affiliates in the management and operation of the Program, the Program and the Program could be adversely affected. The Program Manager will in large measure rely on knowledge, skill and expertise of these persons.

Substantially all of the terms of this Offering, as well as those relating to the operation of the Program, were determined by the Program Manager and its officers prior to the formation of the Program. Such terms included, without being an exclusive listing thereof, the following matters: (i) the acreage on which the Well is to be drilled; (ii) the terms of the Turnkey Drilling Contract and the Operating Agreement; and (iii) contributions by the Program to the costs of drilling, testing, completing, equipping and operating the Well. Such terms were not negotiated with the Program and such transactions may be deemed to have been entered into without the benefit of arms-length negotiations.

Compensation to the Program Manager and its Affiliates Regardless of Profitability. The Program Manager and its Affiliates will receive certain compensation, payments and reimbursements regardless of whether the Prospect operates at a profit or loss. See "Allocation of Costs and Revenues."

Claims of Creditors. The Prospect could possibly become subject to claims of creditors of the Program Manager and its Affiliates. Although the Program Manager will execute and deliver assignments of the Working Interests attributable to each Partner's ownership of a Unit, such assignments will not be recorded as to a Partner's ownership until sometime after he pays the full subscription price, and after the Well becomes productive. Should the Program Manager or its Affiliates become insolvent prior to such recordation, the Partner's property could be subject to the claims of the Program Manager's (and/or its Affiliates') creditors to the extent that such creditors do not have actual or constructive notice of the existence of the ownership interest of the Program in such properties.

Possible Liability of Partner(s). Generally, the liability of a fractional undivided working interest owner in a lease includes contract liability, tort liability, special statutory liability and tax liability. When any of such categories of liability personally attaches against the fractional undivided working interest owner, such liability is generally known as "in persona" liability. When such categories of liability attach only to the property interest owned by the fractional undivided interest owner such liability is generally known as in "rem" liability. If the liability of an undivided interest owner is characterized as "in persona" liability, the fractional undivided interest owner is personally responsible for the payment of that liability and any and all assets of that person can be used to satisfy such liability; however, if the liability is characterized only as "in rem" liability, the person to whom such liability is owed can only collect payment of such liability from the sale of the property to which such liability attaches. The primary means by which "in rem" liability attaches to the interest of a fractional undivided interest owner is by creditors filing an oil and gas lien; however, "in rem" liability can attach, as the result of the terms of an agreement (such as the lien and security interest granted to the Operator to secure their payment of costs). Both "in persona" and "in rem" liability can simultaneously attach (e.g., the obligation under the terms of the Operating Agreement) or either may attach without the other (e.g., the filing of an oil and gas lien against a non-contracting working interest owner). The potential liability of a Partner is complex and subject to substantial factual variations. The potential for personal, joint and several liability which could attach to a Partner and be satisfied by his personal assets should be carefully considered by potential investors.

Indemnification and Exoneration. Under the Operating Agreement, the Operator is indemnified by the Program (to the extent of their subscriptions and interests in the Lease) with respect to its conduct under the Operating Agreement, if its conduct did not constitute gross negligence or willful misconduct. Any such indemnification would result in the reduction of amounts available for operations on the Lease, or could require the sale or other disposition of the Lease.

Improper Reliance on Projections or Opinions. No agents of the Program Manager have been authorized to make any projections or express any opinion concerning future events or expected production except as set forth within this Memorandum and any other document utilized by the Program Manager in connection with the placement of these Units. No oral opinions which differ from the written data provided prospective Program have been authorized and should not be relied upon.

Suitability of the Investment. The Units are not suitable for, and will not knowingly be sold, to anyone who does not meet certain suitability standards described herein or described by the Program Manager. Each prospective Partner will be required to represent that he or she meets such standards. An investment in the Program requires careful and informed study with respect to each prospective Partner's individual tax and financial position and, accordingly, each prospective Partner is urged to consult with their accountant or financial planner prior to making a decision to acquire Units in the Program. See "Purchaser Suitability Requirements."

Compliance with State and Federal Securities Laws; Lack of Regulatory Review. This Offering has not been registered under the Securities Act of 1933, as amended (the "Act), in reliance on the provisions of Section 4(2) and 3(b) of the Act and Rules 504 and/or 506 of Regulation D promulgated hereunder; and reliance will also be made on apparently available exemptions from securities registration under applicable state securities laws. See "Terms of the Offering". There is no assurance that the Offering presently qualifies or will continue to qualify under such exemptive provisions. If, and to the extent suits for rescission are brought and successfully concluded for failure to register this Offering and other offerings which might be sponsored by the Program Manager under the Act or for acts or omissions

constituting offenses under the Act, the Securities Exchange Act of 1934 or under applicable state securities laws, both the capital and assets of the Program Manager and the Program could be adversely affected, thus jeopardizing the ability of the Program Manager to conduct business. Further, the time and capital of the Program Manager and ultimately that of the Program could be adversely affected by the need to defend an action or investigation of the Securities and Exchange Commission (the "SEC") or the securities agency of a particular state, even if the Program Manager were ultimately to prevail.

Since the Units have not been registered with either federal or state regulatory agencies, the Program does not have the benefits that may be derived from such a registration and corresponding review by regulatory officials. For that reason, Program must make their own decision as to a subscription for the Units with the knowledge that neither federal nor state officials have commented either on the adequacy of the disclosures contained in this Memorandum or the fairness of this Offering.

The Program Manager does not intend at any time in the future to register the Units with the SEC, or any State securities commissions, which will therefore restrict the transferability of the Units. See "Terms of the Offering - Limited Transferability of the Units".

COMPETITION, MARKETS AND REGULATION

Competition. The oil and gas industry in the United States is highly competitive. Numerous companies and individuals are engaged in the domestic exploration for oil and gas. Many of the companies and individuals so engaged possess financial resources, facilities, and technical staffs far greater than those of the Program Manager. The Program will encounter frequent and intense competition from both major oil companies and other independent contractors in its effort to secure drilling rigs and equipment necessary in the drilling and completion phases of the Wells. Such competition may cause a substantial increase in drilling, completing and operating costs and the procurement costs for leases and prospects. In addition to these increasing costs, the non-availability of drilling rigs, tubular goods, drilling crews or certain vital equipment could significantly delay exploration and development operations of the Program.

Markets. The marketing of any oil and gas found and produced by the Program and the price that they will bring in the marketplace will be influenced by a number of factors which are beyond the control of the Program Manager. Neither can the effect of these factors be accurately measured. These factors include the extent of domestic production and importation of oil and gas actions by the Organization of Petroleum Exporting Countries, the availability of adequate pipeline and other transportation facilities, the marketing of competitive fuels, and other matters effecting the pricing of production and the availability of a ready market, such as fluctuations in supply and demand and the effect of state and federal regulation of oil and natural gas and their substitute fuels. Consequently, there is no assurance that the Program will be able to market any oil or gas found at favorable prices. The Program Manager, however, will endeavor to obtain the best competitive price for any oil or gas produced and sold to various purchasers.

Gas and/or Oil Price Controls. There are currently no federal price controls on gas and/or oil production; however, there can be no assurance that Congress will not enact controls in the future.

State Regulation. The State of Kentucky, through the Kentucky Department of Mines and Minerals, regulates the production of oil and gas in the conduct of oil and gas operations. State laws and related regulations are generally intended to prevent waste of oil and gas and to protect the correlative rights and opportunities to produce oil and gases between owners of a common reservoir. The amount of oil produced is also regulated by the assignment of allowable rates of production to each well so producing. Such regulations may restrict the production rate of the Well, if it produces oil and/or gas. Additional state

regulations require permits before wells are spotted, control well spacing, protect against waste, aid in the conservation of natural gas and oil, and guard against adverse environmental consequences. All permits necessary for operations will be secured, or cause to be secured, by the Program Manager.

Regulation of the Environment. The development and production of oil and natural gas are subject to various federal and state laws and regulations to protect the environment. Various state and federal governmental agencies are considering, and some have adopted, other laws and regulations regarding environmental control that could adversely affect the activities of the Program. Compliance with such legislation and regulations, together with any penalties resulting from noncompliance therewith, will increase the cost of oil and natural gas development, production and processing. Certain of these costs may ultimately be borne by the Program. The Program Manager does not presently anticipate that compliance with federal, state and local environmental regulations will have a material adverse effect on capital expenditures, earnings or the competitive position of the Program in the oil and natural gas industry.

TAX MATTERS

The full implications of the federal, state and local tax laws which may affect the tax consequences of participating in the Program are too complex and numerous to be described herein. Each prospective investor should satisfy himself as to the income and other tax consequences of participation in the program by obtaining advice from his own tax advisor. In addition, each potential investor, or his tax advisor, should consult their tax advisors concerning special rules applicable to them before investing in the Program. A separate discussion on tax matters is available for information only.

Federal Taxation. Many provisions of current federal income tax law affect taxpayers who participate in the exploration for and production of oil and gas through direct investment in transactions such as the Program. Certain of these, such as the option to deduct intangible drilling and development costs and the depletion allowance are incentives for production of domestic oil and gas, and confer tax benefits on Program in exploration and production ventures, which may reduce the economic cost of participation. Other provisions, such as the alternative minimum tax on tax preference items, may adversely affect Program. The federal income tax provisions relating to oil and gas exploration and production ventures are generally quite complex; and the benefit there from will depend largely on the income tax position of each particular Partner.

A Partner should realize that the purchase of Units will not result in tax shelter benefits and it is not possible to profit from an investment in oil and gas properties merely through the tax benefits that may be made available thereby. Each Partner must understand that unless he or she purchases a Unit with the intention of profiting from the economic return from it, exclusive of any ancillary tax benefits, then the Partner may not be entitled to recognize any tax benefits, if they result from ownership of Units.

State and local Taxation. In addition to the federal income tax consequences described above, prospective investors should consider potential state and local tax consequences of the purchase of Units, and consult with their tax advisors with respect to such possible consequences.

Conclusion. These brief statements are not intended to substitute for consultation with personal tax advisors or detailed tax planning. Each prospective investor in the Program should consult his personal tax advisor concerning the effect on him of investment in the Program under the federal income tax law, applicable state tax laws, and the windfall profit tax, prior to investing in the Program.

OTHER MATTERS

This Memorandum is believed by the Program Manager to contain a fair Synopsis of the Offering and the material terms of the documents referred to herein, and does not, to the knowledge of the Program Manager, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements made herein not misleading or fail to state any material fact required to be stated herein.

Statements contained in this Memorandum as to the contents of any agreement or document referred to herein are not necessarily complete and each such statement is deemed to be qualified and amplified in all respects by the provisions of such agreement or document.

This Memorandum does not propose to state all of the relevant provisions of the documents referred to or the matters of the terms relevant to the purchase of Units. Each prospective Partner or his Purchaser Representative, if any, may, therefore, review at the offices of the Program Manager, after reasonable prior notice to the Program Manager, any materials, agreements and documents relating to this Offering or any matters set forth herein. The Program Manager, through its authorized representatives, will answer any question, to the extent that the Program Manager possesses such information or can acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information set forth herein. All questions or requests for additional information may be directed to the Program Manager at the following addresses:

Profusion Resources, Inc.
620 Euclid Avenue, Suite 202
Lexington, Kentucky 40502

LEGAL PROCEEDINGS

There are, to the best knowledge of the Program Manager, no legal proceedings pending against the Program or the Program Manager that will adversely affect the financial condition of the Program Manager or its ability to carry on the business of the Program.

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DEFINITIONS

Certain terms used in this Memorandum have special meanings which are set forth below, and other terms, which are of general use in the industry, are also defined below for your reference:

"**Abandonment Cost**" shall mean all costs (net of amounts recouped by salvage) related to plugging a well and, if after completion, the removal of installations from the well upon determination by the Operator that the well is not or is no longer capable of production in Commercial Quantities.

"**Accredited Investor**" shall mean any person who falls within the definition of "Accredited Investor" as that term is contained in Regulation D, Section 230.501, as adopted by the Securities and Exchange Commission under the Securities Act of 1933, as amended, and as more particularly described in the "Purchaser Suitability Requirements" section of this Memorandum.

"**AFE**" shall mean "Authorization for Expenditure", a good faith estimate of the cost of a specified operation in the Contract Area.

"**Affiliate**" with respect to the Program Manager shall mean: (a) any person directly or indirectly owning, controlling or holding, with power to vote, 10%, or more of the outstanding voting securities of the Program Manager; (b) any person, 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by the Program Manager; (c) any person directly or indirectly controlling, controlled by or under common control of the Program Manager; (d) any officer or director of the Program Manager; (e) any company for which the Program Manager acts as a partner; or, (f) any company under common control with the Program Manager or its officers and directors.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended.

"**Commercial Quantities**" shall mean that amount of production of Products which an ordinarily prudent person experienced in oil and gas production would, taking into consideration all pertinent surrounding facts and circumstances, deem sufficient for Production in Paying Quantities.

"**Commercial Well**" shall mean a well capable of producing Products recoverable in Commercial Quantities.

"**Completed Well**" shall mean a well that requires no additional work other than connecting the well to surface equipment in order to make it capable of production.

"**Contract Area**" shall mean the Wells and the Spacing Units on which the Program Wells are to be drilled which is all the lands, oil and gas leasehold interests and oil and gas interests intended to be developed and operated for oil and gas production under this Subscription.

"**Drilling Contractor**" shall mean the corporation, when acting in such capacity under the terms of the Turnkey Drilling Contract. It is anticipated that all or a part of the drilling functions will be delegated to third parties.

"**Dry Hole**" shall mean a well which the Program Manager determines, in the exercise of its sole discretion, is not capable of producing Products in Commercial Quantities.

"**Electrical Well Log**" shall mean the record of certain electrical characteristics of the formations for the

purpose of identifying them and making determinations regarding the nature and amount of fluids they may contain and their location in terms of depth.

"**Farm out Agreement**" is an agreement between operators, whereby a lease owner not desirous of drilling at the time agrees to assign the lease, or some portion of it to another operator who is desirous of drilling the tract. The assignor in such a deal may or may not retain an overriding royalty or production payment. The primary characteristic of the Farm out is the obligation of the assignee to drill one or more wells on the assigned acreage as a prerequisite to completion of the transfer to him.

"**General and Administrative Expenses**" shall mean all customary and routine accounting, geological, engineering, travel, mail, office rent, telephone, compensation to officers and employees, and other incidental expenses of the Program Manager or its Affiliates necessary to the conduct of the Program Manager's operations.

"**Unit Price**" shall mean the price paid by an investor upon subscription to the Program. The price for each Unit subscribed is $18,700 which is an aggregate $411,400 for twenty-two (22) Units.

"**Initial Potential**" shall mean the rate of flow of oil or gas from a newly completed well. The Initial Potential test conducted after completion of a well indicates a theoretical rate of production in barrels of oil and cubic feet of gas. It is calculated on a mathematical formula assuming perfect conditions. Initial potential rates may not be indicative of actual performance of any well.

"**Intangible Development and Drilling Costs (IDCs)**" shall mean all expenditures made by or on behalf of an owner of a Unit for wages, fuel, repairs, hauling, and supplies, or any of them, which are used: (i) in the drilling, perforating and cleaning of a well; (ii) in such clearing of ground, draining, road making, surveying and geological works as are necessary in preparation of a well for production; and (iii) in the construction of other physical structures as are necessary for the drilling of a well and the preparation of the well for production. Intangible Costs include only those expenditures for drilling and developing a well which in and of themselves do not have a "salvage value."

"**Lease**" shall mean that certain oil and gas lease including the Contract Area from which a drill site has been selected and upon which the Well is to be drilled.

"**Leasehold and Geological Costs**" shall mean all costs associated with the purchase of development rights to oil, gas and minerals, including geology, geophysical costs, and landsman and legal fees.

"**Mandatory Assessment**" shall mean an assessment to pay for Operating Expenses.

"Management Fee" is the fee paid to the Issuer for the Organization, Development and Offering of the Program.

"**Memorandum**" shall mean this Confidential Placement Memorandum, pursuant to which the Units are offered to qualified investors.

Mineralowner Royalty" shall mean a portion of the total production from an oil and gas lease which is not subject to payment of development or Operating Expenses, and which the grantor of the lease has retained for himself. The holder of a Landowner's Royalty is entitled to a share of the proceeds of production free and of any developmental or Operating Expenses.

"**Net Revenue Interest**" shall mean the yield that is left in the leasehold estate of the subject leases after all royalties, excess royalties, overriding royalties and other burdens on production have been assigned and before taxes and expenses are subtracted.

"**Objective Depth**" shall mean the lesser of the maximum depth or the objective formation, or a lesser depth if in the Program Manager's sole judgment the possibility of obtaining production of products in Commercial Quantities at such lesser depth is indicated and the Program Manager elects to complete the well at such lesser depths.

"**Objective Formation**" shall mean the target formation for drilling to and testing for hydrocarbon products which are believed to lie under the drill site in the Contract Area.

"**Offering**" shall mean the Units in the Program offered for sale by this Memorandum.

"**Operating Agreement**" shall mean the contract between the Operator of the wells and the Program. This agreement is incorporated in the Turnkey Drilling and Operating Agreement in the form of Exhibit "B" attached to this Memorandum. It provides for, among other things, the sharing of expenses and revenues and accounting methods. The authority of the Operator and restrictions imposed upon it are also contained in this agreement.

"**Operating Expenses**" shall mean the customary expenses of operations of oil and/or gas wells, and the producing and marketing of the oil and/or gas there from, including, but not limited to, the costs of reworking or workover or similar expenses relating to any well; but excluding Drilling and Testing Costs or Completion Costs, or other expenses for recompletion in or deepening to another productive zone and the related depletion, depreciation or amortization thereon,.

"**Operations**" shall mean any activity of the Program related to: (i) drilling the wells; (ii) testing, completing, equipping, reworking, deepening or recompleting the wells; (iii) installing pumping, production, processing, gathering, and/or transporting facilities to produce, process, gather, and/or transport any oil or gas produced from the wells; (iv) conducting any secondary recovery operation on or with respect to the wells; or, (v) conducting any activity in furtherance of the Program's purposes as may relate to the wells.

"**Operator**" shall mean the entity that is acting as Operator under the terms of the Operating Agreement.

"**Optional Assessment**" shall mean an additional amount of capital assessed to working interest owners for the conduct of a Subsequent Operation.

"**Overriding Royalty Interest**" shall mean a portion of the total production from a lease which is not subject to payment of development and operating expenses. An overriding royalty is similar to a Landowner Royalty, but is carved out of a lease or other operating interest rather than out of a fee mineral interest.

"**Partner**" shall mean any investors who purchase a Unit or Units in the Program.

"**Partner's Interest**" shall mean the interest set forth as such in the Subscription Agreement.

"**Partnership**" shall mean PRI Morgan 2002-A Ltd., the limited partnership under which the Program is implemented and operated.

"Payout" occurs when the net revenue to the investor equals their original investment.

"**Products**" shall mean all oil, gas and other mineral products produced from the wells.

"**Program**" shall mean the Profusion Resources, Inc. Drilling Program offered by this Memorandum.

"Program Agreement" means the Partnership Agreement under which the program is operated (see definitions – "Partnership").

"Program Manager" is the entity that is offering the Units for sale, also the issuer, and subsequently becomes the Managing General Partner of the Limited Partnership under which the Program is implemented and operated.

"**Regulations**" shall mean the United States Treasury Department regulations promulgated under the Code.

"**SEC**" shall mean the Securities and Exchange Commission.

"**Service**" or "**IRS**" shall mean the Internal Revenue Service.

"**Spacing Unit**" shall mean the area specified by the Operator in compliance with applicable regulations orders for the drilling and production of the wells.

"**Subscription**" shall mean the commitment of a Partner with respect to the Subscription Agreement executed by the Partner for the number of Units designated therein.

"**Subscription Period**" shall mean the period of time during which the Units shall be offered for sale.

"Total Depth" shall mean the maximum depth of the wells, which is expected to be approximately 1,550 feet below the surface of the earth.

"**Turnkey Drilling Contract**" shall mean the Limited Partnership agreement, in the form attached hereto as Exhibit "B", to drill and test the Program's wells at a turnkey drilling and testing price to the Partnership. In addition, if warranted the completion and equipping of the wells will be performed at the turnkey completion price.

"**Unit**" shall mean a unit of Working Interest in the Program. Each Unit represents the obligation to pay 4.5% of the drilling, testing and completion costs and ownership of 3.375% of the Net Revenue Interest before Payout, and a 3.015% Working Interest (2.25% Net Revenue Interest) after Payout .

"**Well**" shall mean a well to be drilled or drilled in the Contract Area and any other well at the election of the Program Manager under the Turnkey Drilling Contract in replacement of or in lieu of a Well.

"**Working Interest**" shall mean the operating interest under an oil and gas lease entitling the holder to conduct drilling and production operations on the leased property. The Working Interest bears all expenses and costs in drilling, completing and operating a well.

EXHIBITS

EXHIBIT A: CONTRACT AREA

EXHIBIT B: FORM OF TURNKEY DRILLING AND OPERATING AGREEMENT

EXHIBIT C: FORM OF SUBSCRIPTION AGREEMENT

EXHIBIT D: FORM OF POWER OF ATTORNEY

EXHIBIT E: FORM OF INVESTOR QUESTIONNAIRE

EXHIBIT F: FORM OF PURCHASER REPRESENTATION CERTIFICATE

EXHIBIT G: FORM OF LIMITED PARTNERSHIP AGRREEMENT

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EXHIBIT "A"
CONTRACT AREA
FOR
THE MORGAN 2002-A DRILLING PROGRAM
PRI MORGAN 2002-A LTD.

Description. Four wells are planned to be drilled on the Mize Natural Gas Drilling Prospect. It is located approximately 60 miles east of Lexington, eight miles southwest of West Liberty, Kentucky on the Oldfield Family Farm Lease. Jefferson Gas Transmission Company has a six-inch gas line across the Mize Prospect.

The well locations are in the Grassy Creek Gas Field which was discovered in 1902. The primary locations are step-out locations from historical wells with commercial open flows. Also, the Program has an option on an alternate location directly offsetting two newly drilled but not pipeline connected Corniferous wells. For further information on the area read the data below on the Surrounding Wells. The maps that follow show planned locations for the four wells. The Geological Report on the Mize Prospect follows the map pages.

In addition, the Profusion Resources, Inc. holds an option on a well site which directly offsets two recently drilled Corniferous wells to the west. After drilling and testing of the first two wells surrounding the 1,000 MCFPD initial potential well, the location for sties #3 and #4 will be finalized; i.e., a decision will be made on whether to drill on the option location or continue as planned.

Objective Formation. The target formation is the Silurian Salina Dolomoite (Corniferous) at an average depth of 1,450 feet in this area. The average pay is 12 feet thick and the average porosity is 10 percent.

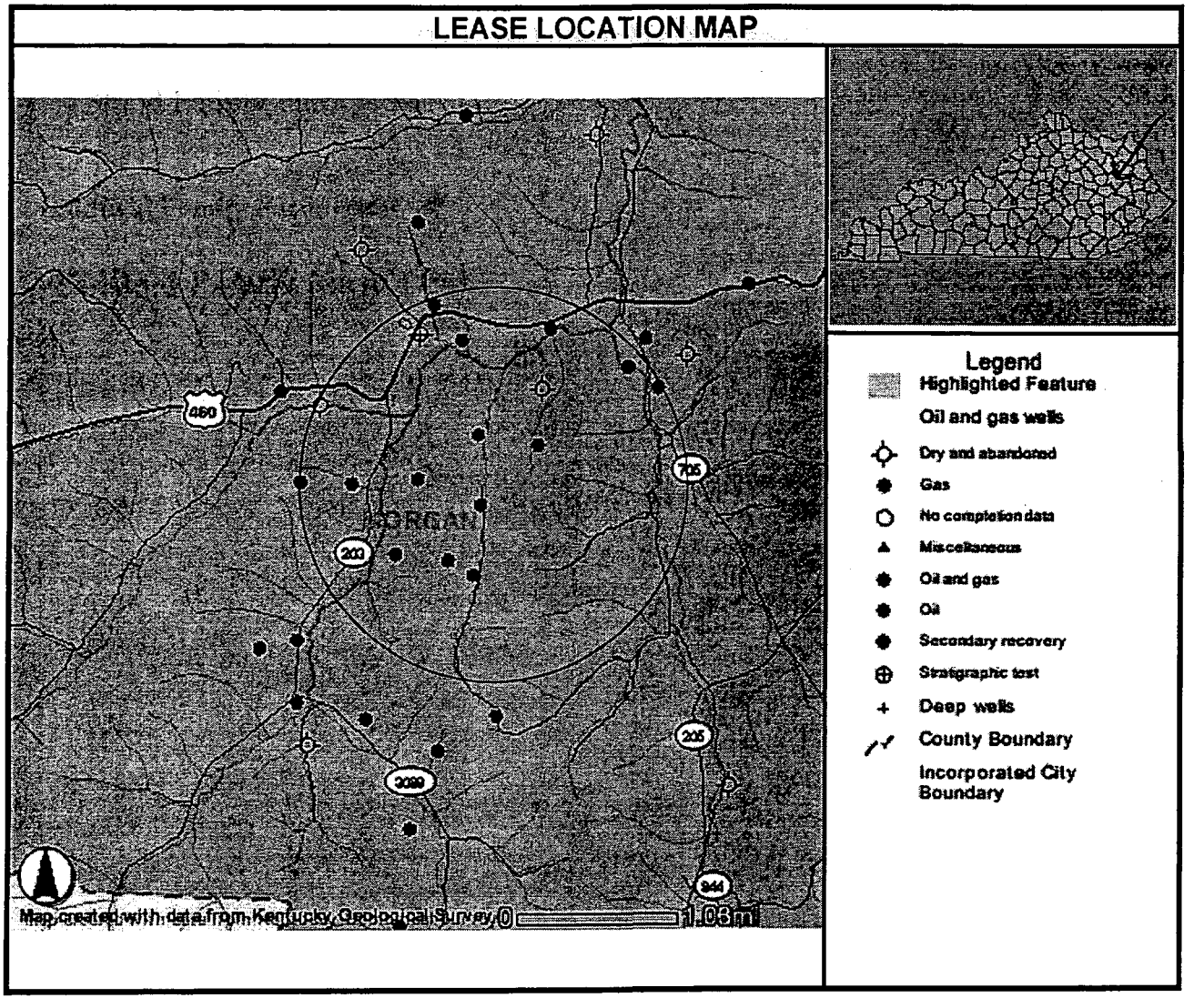
Other potential pay zones above the Corniferous include the Pennsylvanian Salt Sand, the Mississippian Big Lime and the Devonian Berea Sand.

Contract Depth and Well Spacing. The Wells are expected to be drilled to a depth of approximately 1,550 feet, or a depth sufficient to test the Corniferous Formation. The minimum spacing for the wells is 1000 feet.

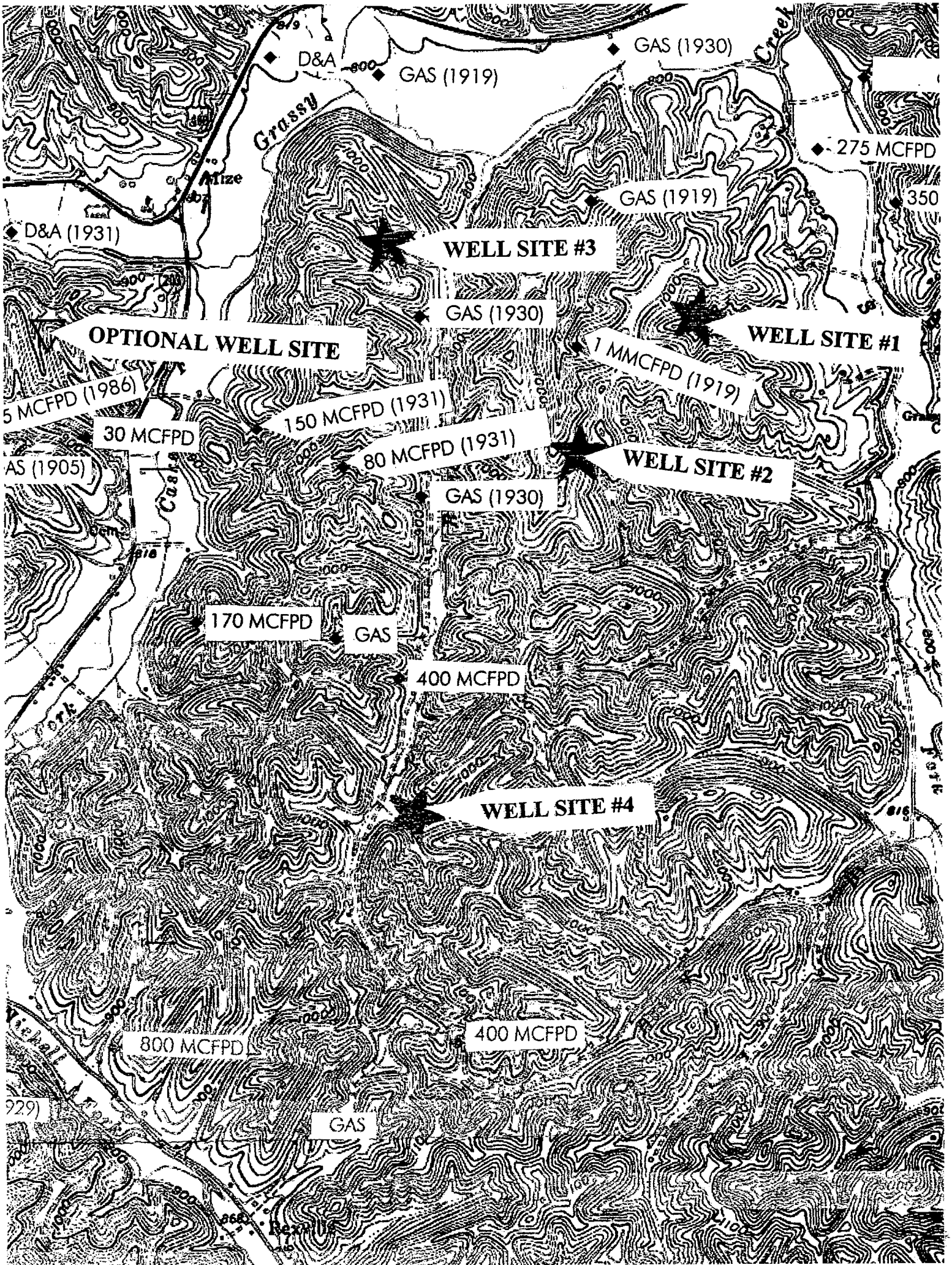
Surrounding Wells. Several previously drilled wells surround the planned well sites. The greater initial productions appear to trend to the east and south. However, the first three well sites are primarily keyed to the 1,000 MCFPD initial potential well. The fourth location is a step out to the south keying on 3 other wells with initial potentials of 400 MCFPD or greater.

The initial location (#1) to be drilled is almost directly on a line between two previously drilled wells with initial potentials of 1,000 MCFPD and 350 MCFPD. There is also another well to the north with a reported initial open flow of 275 MCFPD. The next two locations (#2 & #3) are planned of be to the west and south, respectively, of the 1,000 MCFPD initial potential well. Location #4 is located south of the first three sites.

This location is surrounded with 3 previously drilled gas wells with initial potentials as follows: 400 MCFPD to the north and slightly east, 800 MCFPD to the southwest and 400 MCFPD to the south and slightly east.



Oldfield Farm Area (approx.)


D&A
GAS (1919)
GAS (1930)
Grassy
Creek
275 MCFPD
350
GAS (1919)
D&A (1931)
WELL SITE #3
GAS (1930)
OPTIONAL WELL SITE
WELL SITE #1
1 MMCFPD (1919)
5 MCFPD (1986)
150 MCFPD (1931)
30 MCFPD
80 MCFPD (1931)
WELL SITE #2
AS (1905)
GAS (1930)
170 MCFPD
GAS
400 MCFPD
WELL SITE #4
800 MCFPD
400 MCFPD
GAS

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Joe F. Meglen
Petroleum Geologist
216 Kirkhaven Way
Mt. Sterling, KY 40353
Kentucky Registered Geologist No. 1198

THE MIZE NATURAL GAS DRILLING PROSPECT
Morgan County, Kentucky

The Mize Prospect, approximately 60 miles east of Lexington, Kentucky, is located in Morgan County, Kentucky, 8 miles southwest of West Liberty, Kentucky near the intersection of US Highway 460 and State Highway 203.

The area around the prospect has seen much oil and gas drilling in the past one hundred years. Most of the production in the immediate area has been in the form of natural gas. The property on which the wells will be drilled is situated within the eastern edge of the Grassy Creek Gas Field, which was discovered in 1902. Gas production in this field is from the Silurian Salina Dolomite (Corniferous) at an average depth of 1450 feet. The average pay is 12 feet thick and the average porosity is 10 per cent. The initial reservoir pressure of the field was 430 pounds per square inch and Initial Open Flows ranged from 5 to 2,000 mcfd. To date, 34 wells have produce from this field.

Wells that have been drilled within and offsetting the Mize Prospect had Initial Open Flows ranging from 5 to 500 mcfd and reservoir pressures ranging form 150 to 270 pounds per square inch.

The Mize prospect wells will be approximately 1550 feet in depth. The Salina Dolomite is the primary objective and its pay zone should occur within the top 20 feet of the Salina Dolomite. A significant amount of gas has already been produced from the Salina Dolomite as evidenced by the decrease in reservoir pressure. Because of this, it is difficult to predict the exact open flow of the wells. However, a range of 5 to 500 mcfd is possible with the most likely being between 75 and 150 mcfd. The life of an average well, if maintained properly, should be more than 30 years.

Other potential pays zones above the Salina Dolomite include the Pennsylvanian Salt Sand, Mississippian Big Lime and the Devonian Berea Sand.

Jefferson Gas Transmission Company has a natural gas line across the Mize Prospect. Marketing the gas off the wells to be drilled will not be a problem.

Joe F. Meglen
Kentucky Registered Geologist No. 1198

EXHIBIT "B"
TURNKEY DRILLING AND OPERATING AGREEMENT

THIS TURNKEY DRILLING AND OPERATING AGREEMENT is made and entered into as of this _____ day of _____, 2002 by and among (i) PRI Morgan 2002-A Ltd., a Kentucky limited partnership (the "Program"); and (ii) Rock Creek Petroleum L.L.C., a Florida limited liability corporation ("Operator").

Program: Profusion Resources 2002-A Ltd.
Address: 620 Euclid Avenue, Suite 202
Lexington, Kentucky 40502

Operator: Rock Creek Petroleum L.L.C.
Address: 449 D Darby Creek Road
Lexington, Kentucky 40509

IN CONSIDERATION of the mutual promises, conditions and agreements herein contained, the Program engages Operator as an Independent Contractor to furnish the location, equipment, labor and services to drill, test and complete the Program's Wells described on Attachment "1" in search of oil or gas. The Operator will prepare well site, drill, test, and complete including the installation of the necessary surface equipment and tank battery for a turnkey price.

The Program will make specified payments to Operator in order (i) to obtain a price from Operator for the bonding, permitting, site preparation, drilling and testing, and, if warranted, completing and equipping the wells, (ii) to assure that Operator will be available to drill and test, and, if warranted, complete and equip the wells for the Program, (iii) to obtain a preferential use of Operator's services, and (iv) to assure competent supervisory personnel are available in the drilling and completion of the wells.

The Operator will be authorized to retain industry partner contractors (including the Managing General Partner) or subcontractors to conduct the actual drilling, completion and operation of the Program's wells or performs administrative or other functions for the Operator. Additional monthly fees subject to annual adjustments will be paid to the Operator to operate the producing wells. However, no well shall be retained within the Program which will become an economic burden on the Program, i.e., expenses exceeds the revenue.

Operator agrees to furnish all equipment, labor and services necessary for the drilling to the depth indicated herein, the completion and operation of the Program's wells. Operator agrees that the work to be conducted under the terms of this Turnkey Agreement will be done with diligence and care in a good workmanship like manner and agrees to provide competent supervision of the work performed hereunder. Unless specifically otherwise provided for herein, all the required equipment, services and labor are furnished for the prices set forth herein.

As Operator of the Program wells if one or more of them becomes a commercially producing well, the Operator will perform all the normal and customary duties of an operator of a producing well, including contracting for labor, materials, tools, machinery, and equipment incidental to the operations of the Program wells, and other activities necessary for such operations including normal maintenance and supervision of the Program's hydrocarbon production.

The Operator will receive a monthly fee as compensation for its duties and responsibilities as Operator of the wells. All electricity, well service, replacement parts, etc. will be billed by the Operator directly to the Program at its cost, plus a factor of 10%. Any or all of the Operator's duties as Operator may be delegated to third parties. However, the Operator will remain primarily responsible for the performance of such functions so long as it continues to serve as Operator. The Operator will enter into contracts on behalf of the Program for the sale of oil produced by the Program Wells. To the extent possible, such contracts will have a minimum term of one year.

If any well becomes an economic burden on the Program, the Operator shall so advise the Program Manager and the Operator is authorized to shut the well in pending instructions regarding the disposition of the well. The Program retains the right at its option to sell the well or transfer it to the Operator, or to direct the Operator to plug the well and restore the lease at no cost to the Program.

1. Contract Area: See Attachment "1" attached hereto and made a part hereof which further shows the location of the lease and well sites and describes the well spacing units.

2. Termination Date: Operator agrees to use its best efforts to commence operations for the drilling and testing of the wells by _____, 2002. If drilling operations have not commenced by _____, 2002, this Agreement shall be terminated. Operator and the Program agree that time is of the essence under this Agreement.

3. Basis of Determining Amounts Payable to Operator: The Operator will be paid a turnkey price of $326,188 ($81,547/well for four wells). This turnkey price includes $67,272 for bonding, permitting, site preparation, drilling and testing of each well, and $14,275 for the completion of each commercial well. In addition, the Operator will receive a monthly fee of $200 for the operation of each commercial well.

4. Depth: The Wells shall be drilled to the depth as specified in Attachment "1" or to the depth at which commercial quantities of hydrocarbons are found, whichever depth is first reached, which depth is hereinafter referred to as the "Contract Depth."

5. Time of Payment: Turnkey Drilling contract payments by the Program to the Operator shall be by well. The Drilling and Testing Price is due and payable upon the spudding of a well. Neither commencement nor completion of Operator's performance shall be a condition precedent to this obligation to pay. The completion price is due and payable within ten (10) days after the decision is made to complete a well.

6. Completion: After each Program well is drilled to the Contract Depth, the Operator will conduct tests to determine whether, in its professional opinion, completion of the well is justified. The Operator then notifies the Program Manager of its recommendation. If it is determined that a well is worthy of completion, the Program Manager will authorize the Operator to complete the well. The Operator shall then commence the operations necessary to complete the well for commercial production, including the setting of surface equipment and all other necessary equipment needed to extract and contain any products from the well. In the event the Operator determines that drilling or completion operations should cease and that a well should be abandoned, Operator shall plug the well, remove all drilling apparatus from the well site, restore the site, and file the required reports; thereupon the obligations of the parties hereunder shall cease for that well.

7. Reports to be furnished By Operator: Operator shall keep and make available to the Program Manager the following:

7.1. Drilling:

a. Drilling Permits including Lease Title Information.

b. Daily Drilling Reports. At the drill site an accurate record of the work performed and formations drilled shall be maintained on a Daily Drilling Report Form or any other acceptable form.

c. Telephone Progress Reports on the drilling status at least weekly.

d. One copy of a marked up log and completion report for each well.

7.2. Operation Reports:

a. A monthly consolidated operations report showing any significant activity on the completed wells including expenses beyond the monthly fee by the 20th of the subsequent month.

b. Copy of current Gas Purchase Contract.

c. Copies of any checks from oil or gas purchasers.

8. Responsibility for a Sound Location: Operator shall prepare a sound location, adequate in size and capable of properly supporting the drilling rig. Operator shall be responsible for a conductor pipe adequate to prevent soil and subsoil washout. In the event subsurface conditions cause a cratering or shifting of the location surface, and loss or damage to the rig or its associated equipment results there from, the Program shall not be responsible for reimbursing Operator for any such loss or damage including payment of work stoppage rate during repair and/or demobilization if applicable.

9. Responsibility for Road and Locations: Operator agrees at all times to maintain roads to location in such a condition that will allow free access and movement to and from the drilling site in a 4 wheel drive type vehicle.

10. Payment of Claims: Operator agrees to pay all claims for labor, material, services and supplies to be furnished by Operator hereunder, and agrees to allow no lien or charge to be fixed upon the lease, the Well or other property of the Program or the land upon which the Well is located.

11. Responsibility for Loss or Damage:

11.1 Operator's Equipment: Operator shall assume liability at all times, for damage to or destruction of any surface equipment, including but not limited to all drilling rigs, service rigs, tools, machinery and appliances, for use above the surface, regardless of when or how such damage or destruction occurs. Operator shall also assume liability at all times for damage to or destruction of in-hole equipment, including but not limited to drill pipe, drill collars and tool joints, and the Program shall be under no liability to reimburse Operator for any such loss.

11.2 Fire or Blow-Out: Should a fire or blowout occur or should the hole for any cause attributable to Operator's operators be lost or damaged while Operator is engaged in the performance of work hereunder, all such loss of, or damage to, the hole including cost of regaining control of a fire or blowout, shall be borne by Operator; and if the hole is not in condition to be carried to the Contract Depth as herein provided, Operator shall, if requested by the Program, commence a new hole without delay at Operator's cost; and the drilling of the new hole shall be conducted under the terms and conditions of this Agreement in the same manner as though it were the first hole and Operator shall be responsible for replacement of any casing lost in a junked and abandoned hole as well as the cost of preparing a new drill site for the new hole and the road thereto. In such case, Operator shall not be entitled to any payment or compensation for expenditures made or incurred by Operator on or in connection with the abandoned hole.

11.3 Indemnification: Operator agrees to indemnify and hold harmless the Program against all liability for bodily injury and property damage arising out of the activities of Operator, its agents, servants and employees in drilling and completing the Program's wells under the terms of this agreement.

12. No Waiver except in Writing: It is fully understood and agreed that none of the requirements of this Agreement shall be considered as waived by either party unless the same is done in writing, and then only

by the persons executing this Agreement or other duly authorized agent or representative of the party.

13. Force Majeure: If either party hereto is rendered unable, wholly or in part (and its performance hereunder is not rendered merely commercially impracticable) by force majeure to carry out its obligation under this Agreement, it shall give the other party prompt written notice of the force majeure with reasonably full particulars. Thereupon, the obligations of the notifying party, so far as they are affected by the force majeure, shall be suspended during, but not longer than, the continuance of the force majeure, and the notifying party agrees to use reasonable diligence to remove the force majeure as quickly as possible. This paragraph shall not relieve either party hereto for its obligations to expend sums of money or to indemnify the other party hereto, as provided elsewhere in this Agreement. The term "force majeure" as herein employed shall mean an act of God, strike, lockout or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, extreme weather conditions or governmental restraint.

14. Insurance: The Operator shall obtain and maintain at least the following insurance coverage.

14.1. General Liability: Comprehensive General Liability with a combined single limit of $500,000 for each occurrence and a $1,000,000 aggregate.

14.2. Automobile Liability: Automobile Liability with a combined single limit of $300,000 per accident for any autos leased, hired, rented or borrowed from employees or otherwise used in conjunction with business.

14.3. Worker's Compensation: Worker's Compensation Insurance as required by the laws of the Commonwealth of Kentucky.

15. Information Confidential: Upon written request by the Program, information obtained by Operator in the conduct of drilling operation on any well, including, but not limited to depth, formations penetrated, the results of coring, testing and surveying, shall be considered confidential and shall not be divulged by Operator or its employees, to any person, firm or any corporation other than the Program or their designated representatives.

16. Assignment: Neither party may assign this Agreement without the prior written consent of the other; however, prompt notice of any such intent to assign shall be given to the other party. If any assignment is made that materially alters Operator's financial burden, Operator's compensation shall be adjusted to give effect to any increase or decrease in Operator's operating costs.

17. Notices and Place of Payment: All notices to be given with respect to this Agreement unless otherwise provided for shall be given to Operator and to the Program respectively at the addresses above shown. All sums payable hereunder to Operator shall be payable at the address above shown unless otherwise specified herein.

18. Laws and Regulations: This agreement shall be subject to the applicable laws of the state where the leases and wells are located, to the valid rules, regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state and local laws, ordinances, rules, regulations and orders. This agreement and all matters pertaining hereto, including but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Commonwealth of Kentucky.

19. Disputes. This Article shall apply to any Dispute arising under otherwise attributable to this agreement or the transactions contemplated hereby (whether arising in contract, tort or otherwise, and whether arising at law or in equity), including (a) any dispute regarding the construction, interpretation,

performance, validity or enforceability of any provision of this Agreement or whether any Person is in compliance with, or breach of, any provisions of this Agreement, and (b) the applicability of this Article to a particular dispute (collectively, a "Dispute"). The provisions of this Article shall be the exclusive method of resolving Disputes.

If a Dispute arises, the Parties shall attempt to resolve it through negotiations. If the Parties are unable to resolve the Dispute within 20 days of the commencement of such negotiations, either Party may submit the dispute to binding arbitration before a sole arbitrator (the "Arbitrator") pursuant to this Article by notifying the other Party and designating a proposed Arbitrator. If the other Party objects to such proposed Arbitrator, it may, on or before the 10th day of the following delivery of such notice, notify the other Party of its objection. The Parties shall then attempt to agree upon a mutually acceptable Arbitrator. If they are unable to do so within 10 days following delivery of the notice described in the immediately preceding sentence, either party may request the American Arbitration Association (or successor body) (the "AAA") to designate the Arbitrator. Each Party and each proposed Arbitrator shall disclose to the other Party any business, personal or other relationship or Affiliation that may exist between such Party and such proposed Arbitrator, and any Party may disapprove of such proposed Arbitrator on the basis of such relationship or Affiliation. If the Arbitrator so chosen shall die, resign, otherwise fail, or become unable to serve as Arbitrator, a replacement Arbitrator shall be chosen in accordance with this Article

The Arbitrator shall expeditiously (and, if possible, within 45 days after the Arbitrator's selection) hear and decide all matters concerning the Dispute. Any arbitration hearing shall be held in Lexington, Kentucky. The arbitration shall be conducted in accordance with the then-current Commercial Arbitrator Rules of the AAA (excluding rules governing the payment of the arbitration, administrative or other fees or expenses to the Arbitrator or the AAA), to the extent that such Rules do not conflict with the terms of this Agreement. Except as expressly provided to the contrary in this Agreement, the Arbitrator shall have the power (i) to gather such materials, information, testimony and evidence as it deems relevant to the dispute before it (and each Party will provide such materials, information, testimony and evidence requested by the Arbitrator, except tot he extent any information so requested is proprietary, subject to a third-party confidentiality restriction or to an attorney-client or other privilege) and (ii) to grant injunctive relief and enforce specific performance.

If it deems necessary, the Arbitrator may propose to the Parties that one or more other experts be retained to assist it in resolving the Dispute. The retention of such other experts shall require the consent of both Parties, which shall not be unreasonably withheld. Each Party, the Arbitrator and any proposed expert shall disclose to the other Party any business, personal or other relationship or affiliation that may exist between such Party (or the Arbitrator) and such proposed expert; and either Party may disapprove of such proposed expert on the basis of such relationship or affiliation.

The decision of the Arbitrator (which shall be rendered in writing) shall be final, non-appealable and binding upon the Parties and may be enforced in the court of competent jurisdiction. The responsibility for paying the costs and expenses of the arbitration, including compensation to the Arbitrator and any experts retained by the Arbitrator, shall be allocated between the Parties in a manner determined by the Arbitrator to be fair and reasonable under the circumstances. Each Party shall be responsible for the fees and expenses of its respective counsel, consultants and witnesses, unless the Arbitrator determines that compelling reasons exist for allocating all or a portion of such costs and expenses to one or more other Parties.

PRI MORGAN 2002-A LTD.

BY: _____
Billy W. Blackwell, President, Profusion Resources, Inc.
Managing General Partner

ROCK CREEK PETROLEUM L.L.C.
Drilling Contractor and Operator

BY: _____
Managing Member

ATTACHMENT "1" - CONTRACT AREA
To the
TURNKEY AND OPERATING AGREEMENT
For
THE MORGAN 2002-A DRILLING PROGRAM
PRI MORGAN 2002-A LTD.
CONTRACT AREA

Same as EXHIBIT "A" pages 1-3 to this Memorandum.

EXHIBIT "C"
SUBSCRIPTION AGREEMENT

TO: PRI Morgan 2002-A Ltd.
620 Euclid Avenue, Suite 202
Lexington, KY 40502
(859) 269-0261

Gentlemen:

The undersigned, _____ ("Subscriber"), hereby subscribes for and agrees to purchase direct participation units (the "Units") in PRI Morgan 2002-A Ltd., a limited partnership to be organized under the laws of the Commonwealth of Kentucky (the "Program") at $81,547 per well for a total purchase price of $18,700 per Unit if all four (4) wells are successfully completed as commercial wells. This Subscription Agreement ("Agreement") is executed and delivered by Subscriber pursuant to an offering of twenty-two (22) Units as more fully defined in a Confidential Private Placement Memorandum, dated October 10, 2002, a copy of which has been delivered to Subscriber. All capitalized terms in this Agreement and not expressly defined herein shall have the meaning ascribed in such Memorandum.

Subscriber has completed and delivered herewith:

(i) A Subscription Agreement and a check payable to the order of **PRI Morgan 2002-A Ltd.** in the amount of $18,700 for the drilling, testing and completing of the wells in each Unit Subscribed.

(ii) A Partner's Signature Page

(iii) A Power of Attorney

(iv) An Investor Questionnaire

Subscriber hereby represents and warrants that he is acquiring the Units for his own account, to hold for investment, with no present intention of dividing his Units with others or reselling or otherwise participating directly or indirectly, in a distribution of the Units. Subscriber 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 there under collectively, the "State Acts") or in violation of the Securities Act of 1933, as amended, or the General Rules and Regulations promulgated there under (collectively, the 1933 Act.

Subscriber has been advised that the Units are not being registered under the 1933 Act pursuant to exemptions from registration available there under and reliance by the Program Manager on such exemptions is predicated in significant part on Subscriber's representatives set forth in this letter. Subscriber has been advised that the Program Manager is relying upon a similar exemption pursuant to the State Acts.

Subscriber agrees that the Program Manager may refuse to permit him from selling, transferring or disposing of the Units unless there is in effect a registration statement under the State Acts or

Subscriber furnishes an opinion of counsel, satisfactory to counsel for the Program Manager, to the effect that such registration is not required. A legend stating the restrictions on transfer of the Units will be placed on the Partner's signature page in substantially the following language:

The securities evidenced by 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 1933 Act. These Units may not be sold or transferred except in transactions (a) registered under the 1933 Act or exempt from registration there under, and (b) registered under or otherwise in compliance with the laws of each State in which the sale or transfer is to occur. The sale, transfer or other disposition of these Units is restricted pursuant to the Program Manager and a Program Agreement, copies of which may be examined at the office of the Program Manager. Subscriber further represents and warrants to the Program Manager:

1. He has carefully read this Agreement and discussed its requirements and other applicable limitations upon resale of the Units with counsel (or have been given the opportunity to do so) and, to the extent Subscriber deemed necessary, his Purchaser Representative.

2. He has been informed by the Program Manager that the Units have not been registered under the State Acts or the 1933 Act and (a) under the State Acts, the Units must be held for investment only unless they are sold or transferred in a transaction which is exempt under the State Acts or pursuant to an effective registration statement under the State Act and (b) under the 1933 Act, the Units must be held indefinitely unless they are subsequently registered under the 1933 Act or unless an exemption from such registration is available with respect to any proposed transfer or disposition of the Units.

3. He has been informed by the Program Manager that neither Profusion Resources, Inc., nor the Program is required to file periodic reports with the SEC and does not comply with "Current Public Information" requirements of Rule 144 promulgated under the 1933 Act and any resale of the Units offered herein may not be made in reliance on Rule 144, until the Program complies with said requirements, which is not contemplated. Subscriber understands that he may not make any sale of Units without registration under the 1933 Act except upon compliance with an applicable exemption from such registration.

4. He understands that the Program Manager is under no obligation to register the Units or take any other action necessary to make compliance with and exemption from registration available.

5. He has personally met or talked with the Program Manager or its personal representative and has had an opportunity to request additional information for purposes of verifying the information contained in the Memorandum.

6. Subscriber acknowledges that prior to the purchase of the Units; he received adequate information concerning the financial condition of the Program, its business operations and the use of the proceeds from the sale of Units. He acknowledges that the Units were not offered for sale by means of publicly disseminated advertisements or sales literature.

7. He understands the business of the Program is subject to significant risks and no representations can be made with respect to the future success of the Program's business.

8. Subscriber hereby certifies that he is not a corporation, partnership, estate, trust or organization and that (check the applicable answer(s)):

(a) He can bear the economic risk of losing his entire investment herein.
Yes _____ No _____

(b) He has, alone or together with a Purchaser Representative, such knowledge and experience in financial matters that he is capable of evaluating the relative risks and merits of this investment.
Yes ___ No _____

9. Subscriber hereby certifies that (check the applicable answers):

The person named at the foot of this Agreement has acted as his "Purchaser Representative."
Yes_____ No_____

(b) In evaluating an investment in the Units, he has been advised by a Purchaser Representative(s) as to the merits and risks of the investment for himself in particular.
Yes _____ No _____

(c) The Purchaser Representative(s) if any, has confirmed in writing (a copy of which instrument shall be annexed to this Agreement by the undersigned upon execution) of any past, present or future material relationship, actual or contemplated, between the Purchaser Representative and the Program, the Program Manager or any affiliate of any such entity. Yes_____ No_____

10. If Subscriber is a corporation, partnership, trust, association or other entity, the undersigned has completed Part I, item 2 of the Investor Questionnaire (Exhibit "C" to the Memorandum).
Yes_____No_____

11. Subscriber acknowledges that he is aware that this Subscription Agreement is one of a limited number of such subscriptions for Units, and that the Program Manager may reject this Subscription Agreement for any reason.

12. The Program Manager or its agents, assigns or representatives, shall not be liable, responsible or accountable in damages or otherwise to Subscriber for any act or omission performed or embodied by it and/or them in good faith connection with this transaction, and in a manner reasonably believed by them to be within the scope of the authority and responsibility granted to them by this Agreement, provided such persons were not guilty of gross negligence, willful misconduct, fraud or bad faith.

13. (a) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

(b) This Subscription Agreement constitutes the entire Agreement between the parties respecting the subject matter hereof.

(c) Except as otherwise set forth herein, this Subscription Agreement shall be binding upon and insure to the benefit to their heirs, executors, administrators, legal representative(s), successors and assigns of the parties hereof.

(d) The representations, warranties and agreement contained herein shall survive the delivery of and payment for the Units.

14. Special Notices to All Investors:

(a) THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR OTHER SELLING LITERATURE THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED HEREUNDER ARE EXEMPT FROM REGISTRATION.

(b) EACH INVESTOR IS HEREBY GIVEN AN OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE OFFICERS AND DIRECTORS OF THE PROGRAM MANAGER OR ANY PERSON ACTING ON ITS BEHALF CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION TO THE EXTENT THE PROGRAM MANAGER POSSESS 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. FUTHERMORE, THE PROGRAM MANAGER HAS, OR WILL HAVE, VARIOUS DOCUMENTS CONNECTED WITH THE PROPOSED BUSINESS OF THE PROGRAM. IF THE UNDERSIGNED HAS ANY QUESTIONS WHATSOEVER REGARDING THIS OFFERING, OR DESIRES ANY ADDITIONAL INFORMATION OR DOCUMENTS TO VERIFY OR SUPPLEMENT THE INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM, PLEASE WRITE OR CALL THE PROGRAM MANAGER AT THE ADDRESS AND TELEPHONE NUMBER AT THE END OF THIS DOCUMENT.

15. Arbitration.

(a) This Article shall apply to any Dispute arising under otherwise attributable to this agreement or the transactions contemplated hereby (whether arising in contract, tort or otherwise, and whether arising at law or in equity), including (a) any dispute regarding the construction, interpretation, performance, validity or enforceability of any provision of this Agreement or whether any Person is in compliance with, or breach of, any provisions of this Agreement, and (b) the applicability of this Article to a particular dispute (collectively, a "Dispute"). The provisions of this Article shall be the exclusive method of resolving Disputes.

(b) If a Dispute arises, the Parties shall attempt to resolve it through negotiations. If the Parties are unable to resolve the Dispute within 20 days of the commencement of such negotiations, either Party may submit the dispute to binding arbitration before a sole arbitrator (the "Arbitrator") pursuant to this Article by notifying the other Party and designating a proposed Arbitrator. If the other Party objects to such proposed Arbitrator, it may, on or before the 10^{th} day of the following delivery of such notice, notify the other Party of its objection. The Parties shall then attempt to agree upon a mutually acceptable Arbitrator. If they are unable to do so within 10 days following delivery of the notice described in the immediately preceding sentence, either party may request the American Arbitration Association (or successor body) (the "AAA") to designate the Arbitrator. Each Party and each proposed Arbitrator shall disclose to the other Party any business, personal or other relationship or Affiliation that may exist between such Party and such proposed Arbitrator, and any Party may disapprove of such proposed Arbitrator on the basis of such relationship or Affiliation. If the Arbitrator so chosen shall die, resign, otherwise fail, or become unable to serve as Arbitrator, a replacement Arbitrator shall be chosen in accordance with this Article.

(a) The Arbitrator shall expeditiously (and, if possible, within 45 days after the Arbitrator's selection) hear and decide all matters concerning the Dispute. Any arbitration hearing shall be held in Lexington, Kentucky. The arbitration shall be conducted in accordance with the then-current Commercial Arbitrator Rules of the AAA (excluding rules governing the payment of the arbitration, administrative or other fees or expenses to the Arbitrator or the AAA), to the extent that such Rules do

not conflict with the terms of this Agreement. Except as expressly provided to the contrary in this Agreement, the Arbitrator shall have the power (i) to gather such materials, information, testimony and evidence as it deems relevant to the dispute before it (and each Party will provide such materials, information, testimony and evidence requested by the Arbitrator, except tot he extent any information so requested is proprietary, subject to a third-party confidentiality restriction or to an attorney-client or other privilege) and (ii) to grant injunctive relief and enforce specific performance.

(b) If it deems necessary, the Arbitrator may propose to the Parties that one or more other experts be retained to assist it in resolving the Dispute. The retention of such other experts shall require the consent of both Parties, which shall not be unreasonably withheld. Each Party, the Arbitrator and any proposed expert shall disclose to the other Party any business, personal or other relationship or affiliation that may exist between such Party (or the Arbitrator) and such proposed expert; and either Party may disapprove of such proposed expert on the basis of such relationship or affiliation.

(c) The decision of the Arbitrator (which shall be rendered in writing) shall be final, non-appealable and binding upon the Parties and may be enforced in the court of competent jurisdiction. The responsibility for paying the costs and expenses of the arbitration, including compensation to the Arbitrator and any experts retained by the Arbitrator, shall be allocated between the Parties in a manner determined by the Arbitrator to be fair and reasonable under the circumstances. Each Party shall be responsible for the fees and expenses of its respective counsel, consultants and witnesses, unless the Arbitrator determines that compelling reasons exist for allocating all or a portion of such costs and expenses to one or more other Parties.

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PRI MORGAN 2002-A LTD.
620 Euclid Avenue, Suite 202
LEXINGTON, KY 40502
(859) 269-0261

IN WITNESS WHEREOF, Subscriber has executed this Agreement as of the day and year set forth below, intending to be legally bound.

Very truly yours,

Date _____, 2002

_____
Name (Please Print)

_____
Signature

Please sign as name(s) appears in the first paragraph of this Agreement. When signing as an attorney, executor administrator, trustee, or guardian, please give title as such. If joint ownership, both joint or all tenants in common must sign.

Total Price per Unit $18,700

Type of Unit Purchased:

Investor General Partner _____
or
Limited Partner _____

No. Units Purchased _____

Total Purchase Price $_____

Amount of Payment Enclosed $_____

ACCEPTANCE BY PROGRAM:

Accepted and agreed to this _____ day of _____ 2002.

PRI MORGAN 2002-A LTD.

BY: _____
Profusion Resources, Inc., Program Manager and Managing General Partner

EXHIBIT "D"
POWER OF ATTORNEY
For
PRI MORGAN 2002-A LTD.
(859) 269-0261

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, _____ a Limited or _____ an Investor General Partner of PRI MORGAN 2002-A LTD. (the "Program") does hereby make constitute and appoint Bill W. Blackwell, President of Profusion Resources, Inc., Managing General Partner of the Program, and/or Profusion Resources, Inc., with full power of substitution, the true and lawful attorneys for the undersigned, and in the name, place and stead of the undersigned from time to time to:

1. Prepare such certificates, instruments and documents as may be required by or appropriate under the laws of any state or other jurisdiction and to prepare all other certificates, instruments, or documents that may be appropriate or required to reflect:

a. A change in the name or the location of the principal place of business of the Program or of the name or address of the undersigned or any other partner of the Program

b. The disposal by a partner (including the undersigned) of his interest in the Program or any part thereof or:

c. A person's becoming a substituted partner or Investor General Partner or Limited Partner of the Program.

2. Make such certificates, instruments, and documents as may be required by, or appropriate under the laws of any state or other jurisdiction in which the Program is doing or intends to do business, in connection with either the qualification to do business or the use of the name of the Program by the Program including any Certificate of Assumed and all other documents and instruments necessary to conduct the business of the Program.

3. Sign, execute, acknowledge, swear to, verify, deliver, file, record, and publish any and all of the foregoing.

4. Take any further action, including furnishing verified copies of the Program Agreement and/or excerpts there from, which such attorneys-in-fact shall consider necessary to be done in connection with the foregoing, hereby giving said attorneys-in-fact power and authority to do and perform each and every act and thing whatsoever requisite and necessary to be done in connection with the foregoing as fully as the undersigned might or could do if personally present, and hereby ratifying and confirming all that said attorneys-in-fact shall lawfully do or cause to be done by virtue hereof.

This power of attorney:

a. is a special power of attorney coupled with an interest, is irrevocable and shall survive the death, disability or dissolution of the signatory:

b. is binding upon the signatory and his heirs, legal representatives, successors and assigns.

WITNESS the signature of the undersigned this _____ day of _____, 2002.

INDIVIDUAL SUBSCRIBER

_____
(Signature of Investing Partner)

_____
(Name of Individual Investing Partner)

ENTITY SUBSCRIBER:

_____
(Name of Entity Subscriber)

By: _____
(Signature of Trustee, Partner or Authorized Officer)

WITNESS:

_____
(Signature)

EXHIBIT "E"
INVESTOR QUESTIONNAIRE

PRI MORGAN 2002-A LTD.
(859) 269-0261

Name of Subscriber: _____

The offer and sale of Program Units, consisting of limited partner units and investor general partner units (the "Units") in PRI Morgan 2002-A Ltd. (the "Program"), are not being registered under the Securities Act of 1933, as amended (the "Act") or qualified under state securities laws, in reliance upon exemptions from such registration and qualification requirements for transactions not involving any public offering. Information supplied through this Questionnaire will be used to ensure compliance with the requirement of such exemptions.

The undersigned Subscriber represents and warrants to the Program Manager and the Managing General Partner that:

(a) The information contained herein is complete and accurate and may be relied upon by the Program Morgan and the Managing General Partner; and

(b) Subscriber will notify the Managing General Partner immediately of any material change in any of such information occurring prior to the acceptance or rejection of the Subscriber's subscription for an Interest.

INSTRUCTIONS:

Part I of this Questionnaire concerns investors who are "accredited," as that term is defined and construed pursuant to Regulation D under the Securities Act of 1933. If you qualify under any of the categories listed in Part I, you are not required to fill out Part II of this Questionnaire. If you do not qualify under any of the categories listed in Part I, you must fill out Part II.

IF THE INVESTOR IS A PARTNERSHIP, PLEASE ATTACH AN EXECUTED COPY OF THE PROGRAM AGREEMENT AND ALL AMENDMENTS THERETO.

IF THE INVESTOR IS A CORPORATION, PLEASE ATTACH A COPY OF THE ARTICLES OF INCORPORATION AND A BOARD OF DIRECTORS RESOLUTION (CERTIFIED BY THE SECRETARY OF THE CORPORATION) AUTHORIZING THIS INVESTMENT.

IF THE INVESTOR IS A TRUST, PLEASE ATTACH A COPY OF THE TRUST AGREEMENT AND ALL AMENDMENTS THERETO.

PART I
ACCREDITED INVESTORS

1. FOR INDIVIDUAL INVESTORS ONLY:

Initial ____ a. I certify that I have an individual net worth, or my spouse and I have a combined net worth, in excess of $1,000,000. For purposes of this Questionnaire, "net worth" means the excess of total assets at fair market value (including principal residence, home furnishings, and automobiles) over total liabilities.

Initial ____ b. I certify that I had individual income, exclusive of any income attributable to my spouse, of more than $200,000 in the two calendar years preceding the calendar year in which this Questionnaire is submitted, and I reasonably expect to have an individual income in excess of $200,000 during the current calendar year.

Initial ____ c. I certify that my spouse and I had joint income of more than $300,000 in the two calendar years preceding the calendar year in which this Questionnaire is submitted, and reasonably expect to have joint income in excess of $300,000 during the current calendar year.

2. FOR CORPORATIONS, BUSINESS TRUSTS, OR PARTNERSHIPS:

Initial ____ d. Subscriber certifies that it was not formed for the specific purpose of acquiring the Units and that Subscriber has total assets in excess of $5,000,000.

Initial ____ e. Subscriber certifies that all of its equity owners are accredited investors under either 1(a) above (i.e., $1,000,000 net worth) or 1(b) or 1(c) above (i.e., $200,000 individual or $300,000 joint income. Please list below the names of all equity owners and the manner in which they qualify (check applicable category).

	Check the Applicable Column	
Names of All Equity Owners	$1,000,000 Net Worth	$200,000 (Individual) or $300,000 (joint) Minimum Income
_____	(____)	(____)
_____	(____)	(____)
_____	(____)	(____)
_____	(____)	(____)
_____	(____)	(____)
_____	(____)	(____)

3. FOR TRUSTS:

Initial ____ f. The undersigned financial institution certifies that it is (i) a bank, savings and loan association, or other regulated financial institution; (ii) acting in its fiduciary capacity as trustee; and (iii) subscribing for the purchase of the Units on behalf of the subscribing trust.

Initial ____ g. The undersigned certifies that the subscribing trust has total assets in excess of $5,000,000, and that the person making the investment decision on behalf of the trust has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of an investment in the Units.

Initial ____ h. The undersigned certifies that it a revocable trust that may be amended or revoked at any time by the grantors thereof, and all of the grantors are accredited investors under either 1(a) above (i.e., $1,000,000 net worth) or 1(b) or 1(c) above (i.e., $200,000 individual or $300,000 joint income). Please list below the names of all grantors.

	Check the Applicable Column	
Names of All Equity Owners	$1,000,000 Net Worth	$200,000 (individual) or $300,000 (joint) Minimum Income
_____	(____)	(____)
_____	(____)	(____)
_____	(____)	(____)
_____	(____)	(____)
_____	(____)	(____)
_____	(____)	(____)

4. FOR INDIVIDUAL RETIREMENT ACCOUNTS:

Initial ____ i. The undersigned hereby certifies that the beneficiary thereof is an accredited investor under either (a) above (i.e., $1,000,000 net worth) or (b) or (c) above (i.e., $200,000 individual or $300,000 joint income).

PART II
NON-ACCREDITED INVESTORS

1. Name of Person Making Investment Decision: _____
   Date of Birth:_____
   U.S. Citizen: Yes_____ No_____
   College:_____
   Degree:_____ Year:_____
   Graduate School:_____
   Degree:_____ Year:_____
   Social Security or Federal ID No:_____

2. Nature of Business:_____
   Position and Duties:_____
   Please set forth other prior occupations or duties during the past five years: _____
   _____
   _____
   Year of Anticipated Retirement:_____

3. Please list investments made during the past five years:

Year	Nature of Investment	Amount ($)

4. (a) I consider myself to have such knowledge and experience in financial and business matters to enable me to evaluate the merits and risks of an investment in the Program.
   Yes_____ No_____

(b) If the answer to 4(a) is "yes," please set forth below (or in an attachment) the basis for your answer (e.g., investment or business experience, profession, past review of other investment offerings, etc.)

_____
_____
_____
_____
_____
_____

(c) If the answer to 4(a) is "no," please list the name, business address and telephone number of the person who is your purchaser representative.

_____
_____
_____

5. My income from all sources was, now is, or is expected to be:

Year	Gross Income
[20___ (Two Years Ago)] (Actual)	$_____
[20___ (One Year Ago)] (Actual)	$_____
[20___ (This Year)] (Estimated)	$_____

6. (a) My personal net worth (including the net worth of my spouse, if any) is now estimated at $_____.

(b) My personal net worth (exclusive of homes, home furnishings and automobiles) is now estimated at $_____.

(c) My estimated liquid assets equal: $_____.

(d) My estimated non-liquid assets equal: $_____.

DATED: _____, _____

Signature for Individual Subscriber	Signature for Partnership Trust, Corporation or Other Entity
_____ (Signature)	_____ (Print Name of Subscriber)
_____ (Print Name of Subscriber)	_____ (Signature)
_____ (Signature of Joint Subscriber, if any)	_____ (Print Name of Person Signing)
_____ (Print Name of Joint Subscriber, if any)	_____ (Title)

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EXHIBIT "F"
PURCHASER REPRESENTATION CERTIFICATE

PRI MORGAN 2002-A LTD.
(859) 269-0261

Both the Investor(s) (as defined below) and Purchaser Representative must complete this Purchaser Representative Certificate. Both the Purchaser Representative and Investor(s) must sign at the end of this document.

The Purchaser Representative has been named by _____,
(The "Investor") as a person upon whose advise the Investor has relied or with whom the Investor has consulted in evaluating the risks and merits of investment in direct participation units ("Units") of PRI MORGAN 2002-A LTD, a limited partnership organized under the laws of the Commonwealth of Kentucky (the "Program") with Profusion Resources, Inc., as the Program Manager (the "Program Manager") all as more fully described in a Confidential Private Placement Memorandum, dated October 10, 2002, (the "Memorandum"). In connection with this investment by the Investor, the undersigned Purchaser Representative hereby represents and warrants as follows:

(1) The undersigned Purchaser Representative is not an affiliate or employee of a beneficial owner of 10% or more of the equity interest in the Program, the Program Manager, or any of their affiliates except as follows: (State "no exceptions" or set forth exceptions and give details.

_____

_____

(2) There is no material relationship (i.e., any relationship that a reasonable investor might consider important in the making of the decision whether to designate a person his Purchaser Representative) between the undersigned Purchase Representative or its affiliates and the Program, the Program Manager, or any of their affiliates, which now exists or is mutually understood to be contemplated or which has existed at any time during the previous two years, except as follows:

(State "no exceptions" or set forth exceptions and give details.

_____

_____

DATED: _____, _____

Signature for Purchaser Representative	Signature for Investor
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name of Purchaser Rep.)	(Print Name of Investor)

_____	_____
(Signature of Joint Purchaser Rep., if any)	(Print Name of Person Signing if other than an Individual)
_____	_____
(Print Name of Joint Purchaser Rep., if any)	(Title)

EXHIBIT "G"
LIMITED PARTNERSHIP AGREEMENT
PRI MORGAN 2002-A LTD.

THIS LIMITED PARTNERSHIP AGREEMENT is made and entered into as of this _____ day of _____, 2002 by and among (i) Profusion Resources, Inc., a Kentucky corporation, (the "Managing General Partner" or "Program Manager"); and (ii) those persons who subscribe for Units in the Limited Partnership and who subsequently become parties hereto by executing and delivering one or more signature pages attached hereto and whose name and address appears on Exhibit "A", foregoing partners shall collectively be known as Partners.

WHEREAS, the parties hereto desire to form a limited partnership under the laws of the Commonwealth of Kentucky and specifically for the purpose of acquiring an interest in the drilling of four (4) gas wells in Morgan County, Kentucky.

WHEREAS, Profusion Resources, Inc., the Managing General Partner wishes to admit Investor General Partners and Limited Partners in return for their capital contributions to the Partnership;

NOW, THEREFORE, in consideration of the premise and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I
Formation

The parties do hereby form a Limited Partnership pursuant to the Kentucky Revised Uniform Limited Partnership Act under the laws of the Commonwealth of Kentucky ("Partnership").

ARTICLE II
Name and Office

2.1 *Name.* The name of the Partnership shall be "PRI Morgan 2002-A Ltd." The Partnership shall file such certificates of Partnership as shall be required by law.

2.2 *Principal Office.* The principal office of the Partnership shall be c/o Profusion Resources, Inc., 620 Euclid Avenue, Suite 202, Lexington Kentucky 40502, or at such of the place(s) as the Program Manager may from time to time designate by notice to the Partners. The books and records of the Partnership shall be maintained at such principal office or at such other places of business that the Program Manager deems appropriate.

ARTICLE III
Purpose, Powers and Terms

3.*1 Purposes.* The purpose of the Partnership is to (a) acquire an interest in a minimum of four (4) gas well drilling sites, on certain land located in Magoffin County, Kentucky (the "Program Wells"); (b) conduct gas exploration on the drilling sites and, if discovered in commercial quantities, to produce and market such gas and (c) to do all things necessary or desirable in connection with the foregoing.

3.2 *Turnkey Contract.* It is the intent and purpose of the Partners to authorize the Program Manager to enter into a Turnkey Drilling and Operating Agreement with Rock Creek Petroleum L.L.C. or its designee, "Operator," whereby the Operator will perform certain services on behalf of the Partnership. By executing this Partnership will perform certain services on behalf of the Partnership. By executing this Partnership Agreement, each Partner authorizes the Program Manager to execute the Turnkey Drilling and Operating Agent, and authorizes the Program Manager and/or the Operator to sell the gas production generated from the Program Wells.

3.3 *Powers.* In furtherance of the purposes set forth above, the Partnership shall have the power to do all things whatsoever necessary, appropriate or advisable in the sole discretion of the Program Manager in connection with such purposes, or as otherwise contemplated by this Agreement.

3.4 *Term.* The term of the Partnership shall commence simultaneously with the execution and filing of a Certificate of Limited Partnership with the Secretary of State of the Commonwealth of Kentucky, and shall continue until December 31, 2027 unless sooner terminated as provided in this Agreement.

ARTICLE IV
Capital

4.1 *Capital Contributions.* A total of twenty-two (22) Units are offered in the Program. For each Unit purchased an investor will pay $18,700 upon subscription. The Units are offered on a "best effort" basis by registered agents and by the officers and employees of the Program Manager All subscription payments will be held in a segregated non-interest bearing account until payments for the minimum of four (4) Units have been received and accepted, at which time operations will begin on the initial well.

4.2 *Withdrawal of Capital.* A Partner shall not be entitled to withdraw any part of his/her capital in the Partnership, or to receive any distribution from the Partnership, except as provided in this Agreement.

4.3 *Capital Accounts.* There shall be established on the books and records of the Partnership a Capital Account for each Partner. Such Capital Account shall initially be credited to the capital contribution of the Partner, and therefore, shall be increased by the amount of all revenue allocable to the Partner, decreased by (i) the amount of all expenses and losses allocable to the Partner and (ii) all amounts distributed to the Partner. Notwithstanding anything to the contrary contained herein, the Capital Account of each Partner shall be determined in accordance with the rules set forth in U.S. Treasury Regulations Section 1.704(b)(2)(iv), as amended from time to time.

4.4 *Limited Partners Liability.* Except as otherwise specifically provided by the Kentucky Revised Uniform Limited Partnership Act, the Limited Partners shall not be liable for any debts, obligations or losses of the Partnership in excess of their capital contributions to the Partnership and their shares of the undistributed profits of the Partnership. Furthermore, the Limited Partners shall not be required to contribute any capital or lend any additional funds to the Partnership except as provided in 11.3 hereof.

4.5 *Investor General Partners Liability.* Pursuant to the Kentucky Revised Uniform Limited Partnership Act, the Managing General Partners (that is the Managing General Partner and the Investor General Partners) is liable jointly and severally for all liabilities and obligations to the Partnership. Although the Investor General Partners may be personally liable for the liabilities and obligations of the Partnership, all such liabilities and obligations shall be paid or discharged first with their allocable share of the Partnership assets (including insurance proceeds) before the Investor General Partners shall be obligated

to pay or discharge any such liability or obligation with their personal assets.

4.6 *Investor General Partners not Agents of the Partnership.* Pursuant to section 11.1 hereof, the Investor General Partners have elected to delegate to the Managing General Partner authority to manage, control and administer the operated property, business and affairs of the Partnership. The Investor General Partners hereby agree that in no circumstance will they or any other General Partner other than Managing General Partner, have the right to act as agent for the Partnership, notwithstanding certain rights of the Investor General Partners as set forth herein. To the extent the Investor General Partners take any action on behalf of the Partnership, they hereby agree to indemnify the Partnership and all other Investor General Partners from any loss, liability or expense caused by such action.

4.7 *No Interest on Capital Contributions.* No Partner shall be entitled to interest on capital contributions made to the Partnership.

ARTICLE V
Accounting

5.1 *Books and Records.* The Program Manager shall maintain full and accurate books and records of the Partnership at the Partnership's principal office, or such other place as the Program Manager shall deem appropriate, showing all receipts and other records necessary for recording the business affairs of the Partnership. Such books and records shall be open to inspection and examination by all Partners in person or by their duly authorized representatives at reasonable times on 48 hours notice to the Program Manager.

5.2 *Fiscal Year.* The fiscal year of the Partnership shall be the calendar year.

5.3 *Reports.*

a. Within sixty (60) days after the close of each fiscal year of the Partnership, the Program Manager shall furnish each Partner all of the information relating to the Partnership which shall be necessary for the preparation by each Partner of his federal and state income or other tax returns.

b. Within ninety (90) days of the close of each fiscal year of the Partnership, the Program Manager shall furnish to each Partner a report on the business and operations of this Partnership during such fiscal year, which report shall constitute an accounting of the Program for such fiscal year. Such report shall contain unaudited financial statements, shall be of such form as the Program Manager deems proper and shall include a balance sheet as of the end of such fiscal year, a statement of revenues, expenses and losses of such fiscal year and the alliances of each Partner's capital account as of the end of such fiscal year, a cash flow statement for such fiscal year and such other information as the Program Manager deems to be reasonably necessary for the Partners to be advised of the Partnership's operations. The costs incurred with respect to such reports shall be expenses of the Partnership.

5.4 *Tax Returns.* Each Partner will, at their own expense, be responsible for filing their individual tax returns. It shall be the obligation of the Program Manager to prepare, or cause to be prepared, all federal, state and local income tax returns and information returns, if any, which the Partnership is required to file. The costs incurred with respect to the preparation and filing of such shall be expenses of the Partnership.

5.5 *Additional Information.* The Program Manager shall also furnish to any Partner, at the expense of

such Partner, such other reports or information concerning the Partnership's operations and conditions as may be reasonably requested by any of the Partners.

ARTICLE VI
Bank Accounts

6.1 *Deposits of Funds.* All funds of the Partnership shall be deposited in its name in such segregated, checking or savings accounts, time certificates or money market funds as shall be designated by the Program Manager. Withdrawals there from shall be made upon the signature of a person or persons designated by the Program Manager.

ARTICLE VII
Program Participation and Allocations

7.1 *Partnership Revenue Allocation.* Revenues from the Program's wells will be subject to Mineralowner Royalty and other Overriding Royalties initially totaling 25% of Gross Revenues. As a result, the Partnership's 100% Working Interest will represent a 75% Net Revenue Interest. Royalties and other Overriding Royalties are payable to Mineralowner(s) (12.5%) and to the Program Manager/Operator (12.5%). All Royalty and Overriding Royalty Interests will remain the same through the payout period.

Allocation to Partnership will be made in accordance with the above interest on a pro-rata basis to the interest acquired by each partner in the Partnership.

The following table summarizes the allocation costs of and revenues from the Program Wells to the Partnership and to other parties holding Mineralowner's' Royalties and Overriding Royalties. The Unit holders in accordance with their percentage interest in the Partnership will share all items allocated to the Partnership.

Cost and Revenue Interest Allocations

Before Payout

	Partnership	Mineralowner and Overriding Royalty Int.[1]
Organization, Development & Offering Costs[2]	100%	-0-%
Drilling, Completion Operation Costs/Deductions, (Working Interest)	100%	-0-%
Net Revenue Interest	75%	25%

After Payout

	Partnership	Mineralowner and Overriding Royalty Int.
Operating Costs/Deductions, (Working Interest)	67%[4]	-0-%
Net Revenue Interest	50%[4]	25%

Footnotes:

[1] Royalty Interest holders include the Mineralowner of the Program Well Sites (12.5%) and the Program Manager and Operator will hold 12.5% Overriding Royalty Interest. All Royalty and Overriding Royalty Interests will remain the same throughout payout period. (See "Federal Income Tax Considerations-Intangible Drilling and Development Costs and Carried Working Interest")

[2] If organization costs exceed those anticipated to be paid by the Program through the Organization, Development and Offering Fee, the Managing General Partner will be responsible for those additional costs, if any.

[3] Net Revenue Interest (NRI) is a party's percentage interest in the gross revenue realized from the sale of oil and gas production after the deduction of all Royalty Interests.

[4] After the back-in interest.

Partnership Allocations

The following represents the percentage Working Interest (Partnership Percentage Equivalent) and Net Revenue Interest.

Partnership Allocation	Before Payout Working Interest	Net Revenue Interest
Total Partnership Interest	(100%)	(75%)
Managing General Partner (Program Manager)	1%	0.75%
Other Partners (22 Units)	99%	74.25%
Per Unit	4.5%	3.375%

Partnership Allocation	After Payout Working Interest	Net Revenue Interest
Total Partnership Interest	(67%)	(50%)
Managing General Partner (Program Manager)	0.67%	0.5%
Other Partners (22 Units)	66.33%	49.5%
Per Unit	3.015%	2.25%

Allocation to Partnership will be made in accordance with the above interests and on a pro-rata basis to the interest acquired by each Partner in the Partnership. This chart represents equivalent interests and presents a comparative analysis of such interest between the Program Manager, Operator and the Partnership.

7.2 *Net Income and Net Loss Calculation*

a. The net income or net loss of the Partnership for each fiscal year, computes without regard to (i) depletion, (ii) gain or loss from the sales or other dispositions of oil properties and (iii) expenses or losses of the partnership by reason of injury to person or property of third parties unless satisfied out of

the assets of the Partnership (i.e., not from additional capital contributions by the Partners or loans from the Partnership) (Casualty Losses"), shall be allocated in the same ratio as the allocation of the 75% Net Revenue interest available to the Partnership (1% to the Managing General Partner, and 99% to the Investor General Partners and the Limited Partners in accordance with their respective Percentage Interest and their respective interests in the Net Revenue Interest.

b. Simulated depletion and simulated gain or loss recognized as a result of a sale or other disposition of oil properties shall be allocated in the manner provided for in Treas. Reg. 1.704-1 (b) (2) 9iv)(k)(2), based upon the percentages provided for in Section 7.1 a hereof.

c. The Partnership's Casualty Losses shall be allocated solely to the Program Manager.

d. The period ending when the gross income attributable to all the operating mineral interest in each will equals all expenditures for drilling and development (tangible and intangible) of each well plus the cost of operating each well to produce such an amount, i.e., cash invested equals cash received.

7.3 *Allocation of Nonrecourse Liabilities.* For purpose of Section 752 of the Code and the regulations there under, the nonrecourse liabilities of the Partnership, in any, shall except as otherwise specifically provided in such regulations, be allocated to the Limited Partners in the same percentages that the Limited Partners share in the net income or net loss of the Partnership for each Fiscal Year.

7.4 *Allocations in Event of Transfer of Admission of New Limited Partners.*
In the event of the transfer of all or any part of a Partner's interest (in accordance with the provision of this Agreement) in the Partnership at any time other than at the end of the Fiscal Year, or the admission of a new Partner, the transferring Partner's or new Partner's share to the Partnership's income, gain, loss, deductions and credits be allocable between the transferee Limited Partners, as the case may be, in the same ratio as the number of days in such fiscal year before and after the day of such transfer or admission; provided, however, that the Program Manager shall have the option, exercisable in the Program Manager's sole discretion, to treat the periods before and after the date of such transfer of admission as separate Fiscal years and allocate the Partnership's net income, gain, net loss, deductions and credits for each of such deemed separate Fiscal Year.

ARTICLE VIII
Distributive Shares

8.1 *Distributive Shares.* The distributive shares of the Partners of each item of Partnership taxable income, gains, losses, deductions or credits for any fiscal year shall be in the same proportions as their respective shares of the net income or net loss of the Partnership allocated to them pursuant to Section 7 hereof. Notwithstanding the forgoing, to the extent not inconsistent with the allocations provided for in Section 7 hereof, gain recognized by the Partnership which represents ordinary by reason of recapture of depreciation, cost recovery or depletion deductions for Federal Income Tax purposes shall be allocated to the Partner to whom such depreciation, cost recovery or depletion deduction to which such recapture relates was allocated.

ARTICLE IX
Distributions

9.1 *Distributions.* The Net Cash Flow of the Partner for each Fiscal year (other than Net Cash Flow arising in connection with the liquidation of the Partnership, which Net Cash Flow shall be distributed as provided in Section 7 hereof) shall be distributed at such time or times as shall be determined by the Program Manager in its sole discretion, but in all events within ninety (90) days following the close of each fiscal year. Net Cash Flow shall be distributed to the Partners as follows: 1% to the Managing

General Partner/Program Manager and 99% to the Investor General Partners and the Limited Partners, in accordance with their respective Percentage Interests as of the date of the distribution.

9.2 *Net Cash Flow.* For purposes of this Agreement, the term "Net Cash Flow " for any period shall mean the excess, if any, of (A) the sum of (i) all gross receipts (including loan proceeds) from any source for such period, other than from capital contributions, plus (ii) any funds released by the Program Manager from previously established reserves, over (B) the sum of (i) all cash expenses paid by the Partnership during such period in the course of business (concluding, but not by way of limitation, salaries, taxes, utilities, interest, insurance premiums, supplies and fees, (ii) all capital expenditures paid in cash by the Partnership during such period, (iii) payments during such period on account of amortization of the principal of any debts or liabilities of the Partnership, plus (iv) a reasonable reserve for the contemplated business needs of the Partnership as referred to in (B)(i), (ii), and (iii) above which are paid out of capital contributions or previously established reserves shall not be taken into account.

ARTICLE X
Tax Elections

10.1 *Tax Elections.* The Partnership will elect to currently deduct intangible and development costs under Section 263 (c) of the Internal Revenue Code of 1986, as amended (the "Code"). The Program Manager shall make this election, and other elections permitted or required to be made by the Partnership under the Code, in its sole and absolute discretion.

ARTICLE XI
Management

11.1 *Management.*

a. The Limited Partners hereby vest control and Management of the business of the Partnership exclusively in the Managing General Partner during the term of the Partnership, including its liquidation and dissolution. Except as provided in Section 11.2, no Limited Partner shall have any voice or take any part in day-to-day management of the Partnership business in any manner whatsoever.

b. Except as otherwise specifically provided in this Agreement, the Limited Partners authorize the Managing General Partner to exercise all right, power and authority on behalf of the Partnership which may be exercised by the Managing General Partner of Limited Partnerships under the Kentucky Revised Uniform Limited Partnership Act, including but not limited to the following:

(i) To acquire, hold, manage, sell, lease or otherwise dispose of the property owned by the Partnership, interests therein or appurtenances thereto, at such prices, rentals or amounts, for cash, securities or other property and upon such reasonable terms as the Program Manager deems in it s sole discretion to be in the best interest of the Partnership:

(ii) To explore or prospect for oil, gas and other minerals on Partnership properties and to produce, save and sell oil and other minerals:

(iii) To borrow money required for the business and affairs of the Partnership from others and to secure the repayment of such borrowing by executing mortgages or deeds of trust, pledging or otherwise encumbering or subjecting to security interests, all or part of the assets of the Partnership,

and to refund, refinance, increase, modify, consolidate or extend the maturity of any indebtedness created by such borrowing, or any such mortgage, deed, or trust, pledge, encumbrance or other security device, all upon such reasonable terms as the Program Manager deems, in its sole discretion, to be in the best interest of the Partnership;

(iv) To enter into and execute farm out agreements, operating agreements, pooling arrangements, division and/or transfer orders, drilling contracts, dry hole and bottom hole contribution agreements and other forms of agreement customarily employed in the industry as the Program Manager deems, in its sole discretion, to be in the best interest of the Partnership.

(v) To place record title to, or the right to use, Partnership assets in the name or names of nominees for any purpose convenient or beneficial to the Partnership.

(vi) To operate, manage and develop the property of the Partnership and to enter into agreements with others with respect to such management, operation and development, which agreements shall contain such reasonable terms, provisions and conditions as the Program Manager deems, in its sole and absolute discretion, to be in the best interest of the Partnership.

(vii) To purchase from others, at the expense of the Partnership, contracts of liability, casualty, and other insurance which the Program Manager deems, in its sole discretion, advisable or appropriate for the protection of the Partnership, or for any purpose convenient or beneficial to the Partnership;

(viii) To employ persons at the expense of the Partnership, and on its behalf, in the operation and management of the Partnership property, on such reasonable terms and for such compensation as the Program Manager deems, in its sole discretion, to be in the best interest of the Partnership; proved however, that the employment of others by the Program Manager shall not relieve the Program Manager of its responsibility for the proper management of the Partnership;

(ix) To incur, at the expense of the Partnership, bank charges with respect to bank accounts maintained, and expense relating to the purchase of supplies, materials, equipment or similar items used in connection with the operation of the Partnership's properties;

(x) To employ persons at the expense of the Partnership to perform legal and accounting services in connection with the operation and management of the Partnership business, and to provide services in connection with the preparation and filing of tax returns, including but not limited to the annual reports to the Partners required under this Agreement;

(xi) To enter into such an agreements, contracts, documents and instruments with such parties and to give such receipts, releases and discharges with respect to all of the foregoing and any matters incident hereto, as the Program Manager deems, in its sole discretion, advisable, appropriate or convenient; and

(xii) To act as the Tax Matter Partner ("TMP") for the Partnership and, as such, to employ tax counsel to present the Partnership in connection with any audit or investigation of the Partnership by the Internal Revenue Service ("IRS") and any subsequent administrative and judicial proceedings arising out of such audit and to take all acts permitted to be taken by the TMP.

11.2 *Powers of Partners.*

a. The Partners shall have the following rights exercisable by the vote of a majority in interest of the Partners, in addition to those granted elsewhere, subject to the limitations set forth in Section 11.2(b):

(i) To remove the Managing General Partner;

(ii) To elect a successor Managing General Partner in the event of removal, bankruptcy, insolvency, dissolution or withdrawal of the Program Manager;

(iii) To amend this Agreement; provided however, that no such amendment shall reduce the Managing General Partner's interest in the Partnership or alter its rights, powers or duties;

(iv) To dissolve the Partnership.

b. The Managing General Partner shall cause a vote to be taken on any of the matters referred to in this Section 11.2 upon the written request of Partners owning 25% or more of the Units.

11.3 *Standard of Care of Program Manager.* The Program Manager shall not be liable, responsible or accountable in damage to any of the Partners or the Partnership for any act of omission on behalf of the Partnership performed or omitted by it in good faith and in a manner reasonably believed by it to be within the scope of its authority under this Agreement and in the best interest of the Partnership, unless the Program Manager had been guilty of gross negligence or willful misconduct with respect to such acts or omissions. Any loss or damage incurred by the Program Manager (and not involving gross negligence or willful misconduct with respect to such acts or omissions. Any loss or damage incurred by the Program Manager (and not involving gross negligence or willful misconduct) shall be paid by the Partnership to the extent assets are available, but the Limited Partners shall not have any personal liability to the Program Manager or to restrict or limited the fiduciary obligations of the Program Manager to the Limited Partners as provided by law. Notwithstanding the forgoing, neither the Managing General Partner, its officers, directors or shareholders, nor its Affiliates, shall be indemnified for any damages which they incur as a result of any judgment entered in, or settlement of, any lawsuit involving allegations that Federal or State Securities Laws were violated in connection with the offer or sale of Units unless the party seeking indemnification is successful in defending such lawsuit and the indemnification is specifically approved by a court of law.

11.4 *Compensation of the Managing General Partner.* The Managing General Partner will be paid the sum of $20,000, will be responsible for paying all organizational and offering costs (legal, accounting, printing, etc.) from this fee, and will be responsible for paying any costs which exceed this amount. In addition, the Managing General Partner will receive 1% of the Partnership.

11.5 *Other Activities, Related Party Transactions.* The Managing General Partner shall devote only such of its time as the Managing General Partner, in its sole discretion, deems necessary to the affairs of the Partnership's business. The Program Manager and its affiliates may engage in or possess interests in other business ventures of any nature and description, independently or with others, including but not by way of limitation, the drilling and completion of gas wells and the sale of any minerals produced there from (including those which might be deemed to be competitive with the Partnership), and neither the Partnership nor any Partner shall have any rights, by virtue of this Agreement, in or to such independent ventures, or the income or profits derived there from, even if competitive with the business of the

Partnership.

11.6 *Reimbursement of Expenses of Program Manager.* Regardless of whether any distributions are made to the Partners, and exclusive of any fees paid to the Program Manager for organization and management of the Partnership, the Partnership shall reimburse the Program Manager, at its cost, for the direct expenses which it incurs in performing services on behalf of the Partnership, including but not limited to the costs of accounting services, travel, telephone, postage, legal and other expenses relating to the Partnership.

ARTICLE XII
Dissolution

12.1 *Dissolution.*

a. The Partnership shall dissolve upon the first to occur of the following:

(i) The bankruptcy, insolvency, dissolution or withdrawal of the Managing General Partner; or

(ii) The sale condemnation or taking by eminent domain of all or substantially all of the assets of the Partnership: or

(iii) The expiration of the term of the Partnership: or

(iv) The vote of a majority in interest of the Partners to dissolve the Partnership.

b. Upon dissolution of the Partnership pursuant to Section 12.1 (a)(i) hereof, if the Partners unanimously select one or more successor Program Managers to replace the Program Manager within three (3) months from the date of the event causing the dissolution; the Partnership shall constitute a reconstituted Partnership under the terms of this Agreement. If the Partners do not select a successor Program Manager, than a majority in interest of the Partners shall select a person or entity to liquidate the Partnership ("Liquidating Trustee").

c. The Partnership shall not dissolve upon death, bankruptcy, adjudication of incompetence or insanity of any Partner. In any such event, the Managing General Partner shall have the right and duty to continue the business of the Partnership under the terms of this Agreement.

12.2 *Sale of Assets upon Dissolution.* The Program Manager or Liquidating Trustee shall determine, in its sole discretion, whether such assets are to be distributed to the Partners in kind upon dissolution or whether such assets are to be sold at fair and reasonable value.

12.3 *Distribution upon Dissolution. Upon* the dissolution of the Partnership, the properties of the Partnership shall be liquidated in an orderly fashion, unless the Program Manager (or Liquidating Trustee, if applicable) has determined to distribute the same kind, and the proceeds thereof and any remaining property of the Partnership remaining shall be distributed as follows:

First: To the payment and discharge of all the Partnership's debts and liabilities to third party bonafide creditors.

Second: To the payment and discharge of all the Partnership's debts and liabilities to the

Limited Partners (other than on account of their respective contributions).

Third: To the Partners and the Program Manager, in accordance with their respective capital accounts on the date of distribution.

If the Partnership is liquidated within the meaning of U.S. Treasury Regulations Section 1.704-1 (b)(2)(ii)(g), (a) distributions pursuant to this Section, shall be made to those Limited Partners who have positive Capital Accounts as provided in Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(2), and (b) any Partner who has a deficit balance in his Capital Account shall contribute to the capital of the Partner the amount necessary to restore such Capital Account balance to zero as provided in Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(3).

ARTICLE XIII

Withdrawal, Assignment and Addition of Partners

13.1 *Withdrawal.* No Partner shall withdraw from the Partnership, except with the written consent of the Program Manager.

13.2 *Assignment of Partner's Interest.*

a. A Partner may not sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of his interest in the Partnership, nor shall the assignee of a Partner be entitled to become a substitute Partner in place of his assignor, without the prior written consent of the Program Manager, which consent may be withheld for any reason whatsoever or with out reason. Any purported or attempted transfer of a Partner's Partnership without the compliance with this Section 13.2 shall be *void ab initio.*

b. No transfer or assignment of all or any part of the interest of a Partner may be made unless the Program Manager and the Partnership are provided with an opinion of counsel acceptable to them to the effect that such transfer or assignment may be affected without registration of the interest under the Securities Act of 1933, as amended and under applicable state securities laws.

c. Upon the death, incompetence, legal incapacity, bankruptcy or insolvency of a Partner, his legally authorized personal representative shall have all of the rights of a Partner for the purpose of settling or Managing his estate and shall have such power as the Partner possessed to make an assignment of his interest in the Partnership in the Partnership in accordance with the terms hereof. With the consent of the Program Manager, such representative shall become a substitute Partner.

13.3 *Substitute Partnership.* No Assignee of a Partner's interest in the Partnership shall have the right to become a substitute Partner unless all of the following conditions are satisfied: (a) the fully executed and acknowledged written instrument of assignment has been filed with the Partnership, settling forth the intention of the assignor that the assignee become a substitute Partner in his place; (b) the assignor and assignee execute and acknowledge such other instruments as the Program Manager may, in its sole discretion, deem necessary or desirable to the effect such admission, including the written acceptance and adoption by the assignee of the provisions of this Agreement and his execution, acknowledge and delivery to the Program Manager of a Power of Attorney, in the form and content substantially as set forth in Section 15.1 hereof; and (c) the Program Manager has consented to the assignment.

ARTICLE XIV
Withdrawal, Removal and Assignment by Program Manager

14.1 *Withdrawal.* The Program Manager may not withdraw from the Partnership except with the prior written consent of a majority in interest of Partners.

14.2 *Bankruptcy or Insolvency of the Program Manager.* Upon the bankruptcy or insolvency of the Program Manager, the Program Manager shall immediately cease to be the Program Manager; provided, however, that such termination shall not affect any rights or liabilities of the Program Manager that existed prior to such event.

ARTICLE XV
Power of Attorney

15.1 a. To the extent not inconsistent with the terms of this Agreement, each Partner, including Limited Partners who become parties to this Agreement or become entitled to the benefits of its provisions after the date hereof, irrevocably constitutes and appoints the Program Manager, with full power of substitution, his true and lawful attorney-in-fact, with full power and authority, in his name, place and stead, to make, execute, consent to swear to, acknowledge, record and file with record and file with respect to the Partnership, the following:

(i) A Certificate of Limited Partnership under the laws of the Commonwealth of Kentucky; and

(ii) Any certificate or other instrument which may be required to be filed by the Partnership or the Partners under the laws of any state or under federal law to properly conduct its business; and

(iii) All certificates or other instruments which may be necessary or desirable to effect the dissolution and termination of the Partnership pursuant to the terms of this Agreement; and

(iv) Turnkey Drilling and Operating contract and oil or gas purchase and sale agreements upon such terms as the Program Manager shall deem in the best interest of the Partnership; and

(v) Partnership Agreement with Industry Partner.

b. The Power of Attorney hereby granted by each Partner is a special power of attorney coupled with an interest, is irrevocable and shall survive death, insanity, incompetence, bankruptcy or insolvency of such Partner.

ARTICLE XVI
Conversion

16.1 *Conversion.* The Managing General Partner shall have the right and shall use its best efforts to convert the Investor General Partner Units into Limited Partner Units and, after the effective date of such Conversion (the "Conversion Date"); the Investor General Partners shall become Limited Partners in accordance with the requirements and provisions of this Section 16.1. Alternatively, in its sole discretion, the Managing General Partner may propose the Conversion to the Additional Partners to allow each of them to elect whether or not to participate in such transaction. Subject to the provisions of Section 16.2 below, the Managing General Partner shall cause the conversion to occur by filing any appropriate amendment to the Partnership in compliance with the Kentucky Revised Uniform Limited Partnership Act (as it is then in effect) and taking such other actions that it deems appropriate in connection therewith. Each Partner agrees that, if any further instruments or agreements that the

Managing General Partner, in its sole discretion, deems necessary or appropriate to effect and complete the Conversion.

16.2 In the event that the Managing General Partner elects to cause the Conversion to occur, the Managing General Partner shall use its best efforts to cause such Conversion to occur at a date not prior to November 30, 2003; provided, however, that the Managing General Partner shall not cause the Conversion to occur in any event unless (1) the Managing General Partner shall reasonably believe that the Partnership will be classified as a partnership for federal income tax consequences of the conversion, taken in aggregate, will not be materially adverse to the Partners; and (2) the Managing General Partner determines, in its sole discretion that the Conversion can be accomplished without unreasonable effort or expense to the Partners. The receipt of an opinion from legal counsel as to the matter described in this Section 16.2 shall justify such reasonable belief, but the Article XVII receipt of such an opinion shall not be mandatory.

ARTICLE XVII
General

17.1 *Agreements among Limited Partners.* No Limited Partners shall be deemed the agent of any other Partner.

17.2 *Notices.* All notices, requests, demands or other communications under this Agreement shall be in writing and be personally delivered or transmitted by mail addressed as follows:

a. If given to the Partnership, to the Partnership at its principal office.

b. If given to the Program Manager, Profusion Resources, Inc., 620 Euclid Avenue, Suite 202, Lexington, Kentucky 40502.

c. If given to a Partner, to such Partner at the address set forth on the signature page thereof, or at such other address as the Partner may hereafter designate by notice in writing to the Partnership.

17.3 *Amendments.*

a. Except as otherwise provided in Section 11.2, this Agreement may only be modified or amended, from time to time, upon the consent of the program Manager and a majority in interest of the Partners, provided, however, that no such amendment may be made which might have the effect of making Limited Partners personally liable for any obligation of the Partnership which would not otherwise be incurred, without the consent of (a) the Limited Partners, or which reduces the economic interest of a Partner without the consent of such Partner.

b. In addition to any amendments authorized by Section 11.2 hereof, this Agreement may be amended from time to time by the Managing General Partner without the consent of any of the Limited Partners to cure an ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

c. In addition to any of the amendments authorized by Section 11.2 hereof, this Agreement may be amended from time to time, without the consent of the Managing General Partner, upon the affirmative vote of Partners holding at least 25% of the then outstanding Units; provided, however, that

no such amendment may be made which would (i) increase the duties and responsibilities of the Managing General Partner, (ii) decrease the rights and economic interest of the Managing General Partner, or (iii) have the effect of amending the provisions of this Agreement.

17.4 *Applicable Law.* The laws of the Commonwealth of Kentucky shall govern this Agreement. Venue and Jurisdiction shall be in the Fayette County Circuit Court in Lexington, Kentucky.

17.5 *Binding Nature.* Except as otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns and personal representatives.

17.6 *Severability.* If any provisions of this Agreement, or the application thereof to any person, entity or circumstance, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provisions to other persons, entities or circumstances, shall not be affected thereby, and in all events, this Agreement shall be enforced to the greater extent permitted by law.

17.7 *Entire Agreement.* This Agreement contains the entire agreement between and among the parties hereto. No variations, modifications, or changes hereof shall be binding upon any Partner unless made in accordance with the terms hereof.

IN WITNESS WHEREOF, the Program Manager has executed this Agreement as of the day and year first above written. Each Partner has executed this Agreement by a separate page annexed hereto as of such date.

PROFUSION RESOURCES, INC.
MANAGING GENERAL PARTNER

BY: _____
Bill W. Blackwell, President

PROFUSION RESOURCES, INC.
Attorney-in-fact for each of the Limited
Partners listed on Exhibit "A-1"

BY: _____
Bill W. Blackwell, President

PROFUSION RESOURCES, INC.
Attorney-in-fact for each of the Investor
General Partners listed on Exhibit "A-2"

BY: _____
Bill W. Blackwell, President

LIMITED PARTNERSHIP AGREEMENT

EXHIBIT A-1
LIST OF LIMITED PARTNERS
(Please Print or Type)

Name	Address

LIMITED PARTNERSHIP AGREEMENT

EXHIBIT A-2
LIST OF INVESTOR GENERAL PARTNERS
(Please Print or Type)

Name	Address

PRI MORGAN 2002-A LTD.
(859) 269-0261
LIMITED PARTNER'S SIGNATURE PAGE

(Print Full Name)	(Social Security Number)
(Signature)	
(Residence Address)	(Mailing Labels)
(City, State, Zip)	(City, State, Zip)
(Phone Number)	(Phone Number)

THE SECURITIES DESCRIBED IN THIS DOCUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES HAVE BEEN ACQUIRED FOR THE PURCHASER'S OWN ACCOUNT ONLY AND NOT WITH A VIEW FOR DISTRIBUTION OR RESALE TO THE PUBLIC, AND MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED UNLESS THEY HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND UNDER APPLICABLE STATE SECURITIES LAWS, OR UNLESS OFFERED PURSUANT TO AVAILABLE EXEMPTIONS FROM REGISTRATION THEREUNDER.

LIMITED PARTNERSHIP AGREEMENT
PRI MORGAN 2002-A LTD.
(859) 269-0261
INVESTOR GENERAL PARTNER'S SIGNATURE PAGE

(Print Full Name)	(Social Security Number)
(Signature)	
(Residence Address)	(Mailing Labels)
(City, State, Zip)	(City, State, Zip)
(Phone Number)	(Phone Number)

THE SECURITIES DESCRIBED IN THIS DOCUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES HAVE BEEN ACQUIRED FOR THE PURCHASER'S OWN ACCOUNT ONLY AND NOT WITH A VIEW FOR DISTRIBUTION OR RESALE TO THE PUBLIC, AND MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED UNLESS THEY HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. AS AMENDED, AND UNDER APPLICABLE STATE SECURITIES LAWS, OR UNLESS OFFERED PURSUANT TO AVAILABLE EXEMPTIONS FROM REGISTRATION THEREUNDER.

RISK FACTORS

OIL AND GAS EXPLORATION IS A SPECULATIVE AND RISKY BUSINESS. IN ADDITION, UNDER KENTUCKY LAW EACH INVESTOR ELECTING TO PURCHASE A UNIT(S) AS AN "INVESTOR GENERAL PARTNER" WILL BECOME JOINTLY AND SEVERALLY LIABLE FOR ALL DEBTS AND LIABILITIES OF THE PROGRAM. PROSPECTIVE INVESTORS MUST CAREFULLY READ AND CONSIDER EACH OF THE TERMS DISCLOSED UNDER THE HEADING "RISK FACTORS." THOSE INVESTORS ELECTING TO BE A "LIMITED PARTNER" SHALL BE LIMITED IN THEIR LIABILITY TO THE EXTENT OF THEIR CASH INVESTMENT ONLY, AND THEIR SHARE OF ANY UNDISTRIBUTED NET PROFITS.