

No. 022

PRIVATE PLACEMENT MEMORANDUM**DELIVERANCE POKER, LLC**
(a Texas limited liability company)

\$1,500,000.00

MEMBERSHIP INTERESTS

July 1, 2009

THE MEMBERSHIP INTERESTS OFFERED HEREBY (THE "INTERESTS") INVOLVE A HIGH DEGREE OF RISK AND CONFLICTS OF INTEREST. SEE "RISK FACTORS" BEGINNING ON PAGE 5 AND "CONFLICTS OF INTEREST" ON PAGE 15. ACCORDINGLY, THE SECURITIES ARE ONLY BEING OFFERED TO THOSE PERSONS AND ENTITIES WHO ARE ABLE TO BEAR THE ECONOMIC RISK OF LOSS OF THEIR ENTIRE INVESTMENT.

THIS MEMORANDUM SHOULD BE TREATED AS CONFIDENTIAL. ANY REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM IN WHOLE OR IN PART, OR THE DISSEMINATION OF ANY OF ITS CONTENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY, EXCEPT TO A PROSPECTIVE INVESTOR'S LEGAL COUNSEL OR FINANCIAL OR TAX ADVISOR, IS PROHIBITED. EACH PROSPECTIVE INVESTOR, BY ACCEPTING DELIVERY OF THIS MEMORANDUM AGREES THAT IN CASE SUCH PROSPECTIVE PURCHASER ELECTS NOT TO SUBSCRIBE FOR THE INTERESTS DESCRIBED HEREIN OR THE OFFERING IS TERMINATED, FOR ANY REASON WHATSOEVER, SUCH PROSPECTIVE INVESTOR WILL PROMPTLY RETURN THIS MEMORANDUM AND ALL RELATED DOCUMENTS TO THE COMPANY.

DP-000437



DELIVERANCE POKER, LLC

The rights and obligations of the parties to the transaction contemplated herein are set forth in and will be governed by certain documents described herein. This Private Placement Memorandum (this "Memorandum") contains summaries of certain of these documents; however, reference is hereby made to the actual documents for a complete description of the rights and obligations of the parties hereto. All such summaries are qualified in their entirety by this reference.

This Memorandum relates to the offer and sale (the "Offering") by Deliverance Poker, LLC (the "Company") to prospective investors of membership interests in the Company (the "Interests"). The Company will make available to each investor, prior to the consummation of the Offering, the opportunity to ask questions of, and receive answers from, the Company concerning the terms and conditions of the offering, and to obtain any additional information, to the extent the Company possesses such information or can acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information set forth herein. No other persons or entities are authorized to give any information or to make any representations in connection with the Offering.

The Interests are being offered when, as, and if issued, subject to prior sale or withdrawal, cancellation or modification of the offer without notice and subject to the approval of certain legal matters by counsel and certain other conditions. No Interests may be sold without delivery of this Memorandum.

THE INTERESTS ARE BEING OFFERED TO ACCREDITED INVESTORS. THE OFFERING OF THE INTERESTS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT IN RELIANCE UPON REGULATION D PROMULGATED UNDER THAT ACT AND WILL NOT BE REGISTERED UNDER THE SECURITIES LAWS OF ANY STATE OF OTHER JURISDICTION IN RELIANCE UPON EXEMPTIONS OF SIMILAR IMPORT UNDER THE LAWS OF THE STATES AND OTHER JURISDICTIONS WHERE THE OFFERING WILL BE MADE. AS A RESULT, THE INTERESTS MAY NOT BE RESOLD OR TRANSFERRED UNLESS THEY ARE REGISTERED UNDER THE SECURITIES ACT AND SUCH LAWS OR SUCH RESALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE AND OTHER SECURITIES LAWS. THE INTERESTS ARE ALSO SUBJECT TO FURTHER RESTRICTIONS ON TRANSFER DESCRIBED HEREIN. BECAUSE OF SUCH RESTRICTIONS, IT IS UNLIKELY THAT A SECONDARY TRADING MARKET FOR THE INTERESTS WILL DEVELOP, AND PURCHASERS MUST BEAR THE RISK OF THEIR INVESTMENTS FOR AN INDEFINITE PERIOD OF TIME.

PROSPECTIVE PURCHASERS OF THE INTERESTS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS OFFICERS, MANAGERS, EMPLOYEES OR AGENTS, AS LEGAL, ACCOUNTING, REGULATORY OR TAX ADVICE. PRIOR TO INVESTING IN THE INTERESTS, A PROSPECTIVE PURCHASER SHOULD CONSULT WITH HIS, HER, OR ITS ATTORNEY AND HIS, HER, OR ITS INVESTMENT, ACCOUNTING, REGULATORY AND TAX ADVISORS TO DETERMINE THE CONSEQUENCES OF AN INVESTMENT IN THE INTERESTS AND ARRIVE AT AN INDEPENDENT EVALUATION OF SUCH INVESTMENT, INCLUDING THE APPLICABILITY OF ANY LEGAL INVESTMENT RESTRICTIONS.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE INTERESTS, NOR DOES IT CONSTITUTE AN

OFFER OF THE INTERESTS TO ANY PERSON IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH OFFER WOULD BE UNLAWFUL.

INVESTMENT IN THE COMPANY WILL INVOLVE A HIGH DEGREE OF RISK AND CONFLICTS OF INTERESTS WHICH PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER BEFORE PURCHASING SHARES. (SEE "RISK FACTORS" AND "CONFLICTS OF INTEREST").

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISK INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE MERITS OF THIS OFFERING HAVE NOT BEEN PASSED UPON BY, AND THE INTERESTS HAVE NOT BEEN REGISTERED WITH, THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR ANY OTHER FEDERAL OR STATE AGENCY, AND NO SUCH AGENCY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR HAS APPROVED THE SUITABILITY OF THE INTERESTS FOR INVESTMENT PURPOSES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This Memorandum does not include information relating to events occurring subsequent to its date, except as specifically indicated. The delivery of this Memorandum at any time does not imply that information herein is correct as of any time subsequent to its date. This Memorandum has been furnished on a confidential basis, the information contained herein may not be reproduced or used for any other purpose.

All inquiries should be directed to the attention of the individual at the Company listed below:

DELIVERANCE POKER, LLC
Attn: Carlos Benavides III
1116 Calle Del Norte
Laredo, TX 78041

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SUMMARY OF OFFERING

The following is a summary only and is qualified in its entirety by the more detailed information in this Memorandum and in the Certificate of Formation and Company Agreement of Deliverance Poker, LLC, copies of which will be provided free of charge upon request. Unless otherwise indicated herein, the "Company" shall mean Deliverance Poker, LLC. This offering involves a high degree of risk and conflicts of interest and is only intended for investors who are able to bear the economic risk of loss of their entire investment.

<i>Securities Offered</i>	Ten percent (10%) membership interest in Deliverance Poker, LLC, a Texas limited liability company, subject to increase in the sole discretion of the Company.
<i>Purchase Price</i>	Membership interests are offered at \$150,000 per one percent (1.0%) membership interest and will be sold in increments of one percent (1.0%) membership interest.
<i>Subscription Procedures</i>	Investors who wish to purchase an Interest must complete, execute and deliver to the Company a Subscription Agreement, together with the cash purchase price and any other required documents, prior to the expiration of this Offering. Subscriptions are not valid unless and until accepted in writing by a duly authorized officer of the Company.
<i>Business</i>	The Company has been formed with the intent to utilize interactive poker software to develop, launch and operate a market leading Internet poker site for customers who are not U.S., Chinese and Turkish persons. The Company's intent is to open to the U.S. market if and when it is determined to be legal within the U.S.
<i>Target Capitalization</i>	The Company is seeking to raise up to \$1,500,000 pursuant to the Offering of the Interests. The Company intends to use the funds raised from the Offering for working capital and to pay the expenses of the Offering.
<i>Closing</i>	All subscription funds will be held in a segregated account pending the initial closing (the "Initial Closing") of the Offering. The Initial Closing is conditioned upon receipt of subscriptions for \$150,000 pursuant to this Offering. The Company anticipates that the Initial Closing will occur on or about July 15, 2009. A final closing of the offering will occur on or before August 31, 2009, subject to extension at the sole discretion of the Company.
<i>Management</i>	Carlos Benavides III is the sole Manager of the Company.
<i>Commissions</i>	The Company does not anticipate using a broker or dealer to sell the Interests.
<i>Offering Fees</i>	At Closing, certain individuals will be reimbursed for, or the Company will pay for, various expenses of the Offering in the amount of approximately \$50,000.
<i>Distributions</i>	Except with respect to liquidating distributions, the Company may declare distributions at such times as the Company's Manager deems appropriate in his sole discretion. All distributions will be made to the

members in proportion to their membership interests. Following the Initial Closing, the Company intends to seek approval from the members to allow distributions to the members to be made first as a return of contributed capital and following return of such capital, based upon membership interests.

Restrictions on Transfer

Membership Interests will not be assignable under certain circumstances, without the prior written consent of all of the other members, which consent may be given or withheld in such members' sole discretion.

Reports

The Company intends to annually deliver to each member unaudited annual financial statements and a summary of the Company's performance for the applicable fiscal year as well as information necessary to complete its tax return.

Risks and Conflicts of Interest

Investment in the Company entails a high degree of risk and the Manager and his affiliates have conflicts of interest. See "Risk Factors" and "Conflicts of Interest."

FORWARD LOOKING STATEMENTS

All statements other than statements of historical fact contained in this Memorandum are forward-looking statements. When used herein, the words "anticipate," "expects," "believes," "seeks," "goals," "intends" or "projects" and similar expressions are intended to identify forward-looking statements. It is important to note that the Company's actual results could differ materially from those projected by such forward-looking statements. Although the Company believes that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove correct. Factors that could cause the Company's results to differ materially from the results discussed in such forward-looking statements include the aforementioned risks described under "Risk Factors." All forward-looking statements in this Memorandum are expressly qualified in their entirety by the cautionary statements in this paragraph.

THE BUSINESS

The Company

The Company has been formed as a Texas limited liability company. The Company intends to form a corporation in the Isle of Man to operate the planned internet poker site. Following the Initial Closing and pending the formation of the Isle of Man corporation and receipt of an internet gaming license from the Isle of Man, the Company anticipates operating the site from Canada as a hosted site with Las Vegas From Home.com Entertainment, Inc. under their license. Las Vegas From Home is a leading developer of interactive e-gaming software that is publically traded on a variety of stock exchanges.

Industry

Today, there are hundreds of active Internet poker sites but fewer than 40 stand-alone card rooms and poker networks with detectable levels of traffic. Recent estimates of the number of active players on these poker sites range from millions to more than a billion. With millions wagered in online poker rooms every day, current estimates are that total market volume will exceed \$24 billion by calendar year 2012. What is driving the explosion of online poker's popularity?

Consider that traditional brick and mortar venues for playing poker, such as casinos and poker rooms are located in limited areas of the U.S. and abroad. Also consider that, in the past, brick and mortar casinos have been somewhat reluctant to promote poker because it is very difficult for them to profit from the activity. Though the "rake", or time charge, of traditional casinos is often very high, the overhead and opportunity costs of running a poker room can be even higher. Brick and mortar casinos have traditionally determined that they can make much more money by substituting additional slot machines in place of poker tables. In sharp contrast, online poker venues have dramatically lower start-up costs, operational overhead is minimal, and as online poker rooms grow, they can add additional poker tables without adding space or employees.

Also consider that while brick and mortar casinos and poker rooms are often intimidating for beginner players, online poker rooms tend to be viewed as more player-friendly. For example, most poker software will prompt the player when it is his or her turn to act. Online poker rooms also allow the players to play for very low stakes, attracting even more beginners.

In addition, the online poker industry has been affected by the popularity of televised poker events such as the World Poker Tour and the World Series of Poker. The World Poker Tour broadcast became the highest rated series in the history of the Travel Channel and the WSOP has expanded to a circuit of 55 gold bracelet awarding events as of 2007.

Objective

The Company's objective is to capture world-wide market share (outside of the U.S., China, Turkey and other countries where it is illegal) in this burgeoning industry by utilizing interactive, Internet-based poker software to

establish and operate an online poker site under the trade name "DeliverancePoker.com." The Company has entered into a letter of intent to license the current internet poker software, including source code, developed by Las Vegas From Home. That software is currently in production operating the Kong88 internet poker site. The Denim Group has conducted a review of the Las Vegas From Home software. The Denim Group's initial indications are positive but their final report on their review is pending.

Business Model

The Company currently contemplates that its website and the gaming software will initially be hosted by Las Vegas From Home. However, following creation of an Isle of Man corporation and receipt of an internet gaming license from the Isle of Man, the Company intends to move its operations to an Isle of Man facilities-based services provider. As such, the entire on-line system will be physically located in the Isle of Man, all on-line poker wagers will be processed through Isle of Man-based facilities and all player billing and payouts will be processed through a secure on-line payment system hosted by an Isle of Man company.

Marketing

The Company believes that in addition to providing players with access to state-of-the-art gaming software, there are multiple factors to consider in attracting and retaining players. In order to attract players, the Company intends to use magazine, television, Web and event advertising as well as viral marketing techniques such as on Twitter, Facebook and blogs. The Company may also sponsor tournaments and giveaways. For more information on the Company's marketing plan, see Appendix A – "Business Summary – D.P. Marketing Plan."

Additionally, the Company intends to attract players using paid endorsements from professionals and celebrities. Currently, the Company has arrived at agreements in principal with four poker professionals to promote the Company over the next 18 months. The Company believes such endorsements will give the site credibility and increase player confidence in the site. For more information on the Company's poker professionals, see Appendix A – "Business Summary – D.P. Poker Pros."

Markets; Geographic Screening

The Company intends to limit access to its website to those persons located in jurisdictions where online gambling is legal. The current position of the U.S. Department of Justice is that wagering on online poker constitutes online gambling which is illegal in the U.S. On May 6, 2009, U.S. Congressman Barney Frank, Chairman of the House Financial Services Committee, introduced the *Internet Gambling Regulation Consumer Protection & Enforcement Act of 2009*, with the goal of licensing and taxing internet gambling in the U.S. The bill has been referred to committee but no hearings have yet been held. For more information on the bill, see Appendix A – "Business Summary – Play Poker."

In order to prevent the use of our website by online players from jurisdictions where online gaming is illegal, the Company intends to employ a two tier approach. First, the Company intends to employ technology that seeks to identify the geographic location of online players who attempt to access our website and prevents access of players whose location indicates that they are from a jurisdiction where such gaming is illegal or not yet verified as legal by the Company. In particular, the Company intends to use the technology to help prevent players from the U.S. from utilizing its website. Second, the Company's bank for processing of payments will not process payments originating in or being sent to jurisdictions that the Company has not authorized. The Company will only authorize payments to be accepted from and made to persons in jurisdictions that the Company has verified may access its website legally. The Company believes that this two tier approach will enable the Company to screen out all persons attempting to access our website from jurisdictions where online gaming is illegal, other than those who access our website by perpetrating a fraud on the Company by intentionally masking their location both for website access and payment purposes.

Competition

As stated above, there are hundreds of active Internet poker sites and several dozen active poker networks operating online. The dominant sites include PokerStars, Full Tilt Poker, Party Poker, Titan Poker, bwin Poker, Paradise Poker, Everest Poker, Ultimate Bet, Unibet Poker and Pacific Poker. The dominant sites generally enjoy a high volume of players, offer secure play and secure banking transactions. While the dominant and other sites

currently possess live players and have potentially greater sales and marketing resources than the Company will have, we believe that the Company's concept gives us a competitive advantage. There can be no assurance that the Company will be able to compete successfully with these or other Internet sites offering poker. For more information on the Company's competition, see Appendix A – "Business Summary – D.P. Competition."

Additional Information

For additional information on the Company's business plan, competitors, marketing plan and financial plan, See the "Business Summary" attached hereto as Appendix A.

RISK FACTORS

INVESTMENT IN THE COMPANY ENTAILS A HIGH DEGREE OF RISK AND IS SUITABLE ONLY FOR KNOWLEDGEABLE AND SOPHISTICATED INDIVIDUALS AND INSTITUTIONS FOR WHOM AN INVESTMENT IN THE COMPANY DOES NOT REPRESENT A COMPLETE INVESTMENT PROGRAM AND WHO FULLY UNDERSTAND AND ARE CAPABLE OF BEARING THE RISKS OF AN INVESTMENT IN THE COMPANY. PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER THE FOLLOWING RISK FACTORS. THERE CAN BE NO ASSURANCE THAT THE COMPANY WILL BE ABLE TO ACHIEVE ITS INVESTMENT OBJECTIVE, AND INVESTMENT RESULTS MAY VARY SUBSTANTIALLY ON AN ANNUAL BASIS.

Prior History

The Company was formed in November 2008 and the Company has no performance history in the development and operation of an online poker site prior to date. Our operations are subject to all of the risks inherent in establishing a new business enterprise with rapid growth. Examples of these risks include among other items:

- Problems attracting and retaining employees;
- Operating costs;
- Our competitive and regulatory environment;
- Marketing problems and costs; and
- Expenses that may exceed current estimates.

We cannot assure you that we can establish a strong customer base or that we will ever achieve significant revenues or become profitable.

We May Require Additional Funding For Our Operations

Our projections are based on raising \$1,500,000 through the Offering and other debt and equity financings. Therefore, if we raise less than \$1,500,000 in this Offering and do not complete additional financing events, we may be unable to meet our proposed business plan as set forth in the projected financial information. There is no assurance that this Offering will be fully subscribed, or that we can successfully complete subsequent rounds of equity funding. Also, there can be no assurance that the actual proceeds raised will be sufficient for our projected operations. The Company's operations may require capital infusions on an ongoing basis. The Company intends to finance its future operations with cash flow from operations and, if necessary, additional offerings of Company common stock and borrowings. However, the Company cannot predict whether it can sustain cash flow levels sufficient to support its operations. Unless such cash flow levels are sustained, the Company will require additional borrowings or the sale of debt or equity securities, or some combination thereof, or increased or additional credit facilities to provide funding for its operations. If the Company does not generate sufficient cash flow from its operations, or is unable to borrow or otherwise obtain additional funds to finance its operations, the Company's financial condition and results of operations could be adversely affected.

The Rollout Of Our Gaming Site May Take Longer Than Is Reflected In Our Financial Projections

The financial information included in this Memorandum assumes that our games are available for use worldwide where such gaming is legal by September 1, 2009. We believe that such a rollout of our gaming site can be

completed relatively quickly and, therefore, have fully reflected the complete rollout in the financial projections set forth elsewhere in this Memorandum. With the pending *Internet Gambling Regulation, Consumer Protection and Enforcement Act of 2009* and the Company's limited financial resources, if the rollout takes longer than we anticipate, our financial results could be materially and adversely different than the financial projections set forth elsewhere in the Memorandum and the Company's operations could be severely impacted.

Online Gaming Regulation

Although the regulatory regime for land-based gaming operations is well established in many countries, the gaming laws in such countries will not necessarily have been updated to take account of the Internet, and the ability to offer gaming services online. Consequently, there is uncertainty as to the legality of online gaming in most countries and in certain others, it may be illegal. In some countries local regulators are willing to license and regulate local and often state-owned operators, but prohibit foreign operators, possibly to protect the tax and gaming revenues of the relevant government.

In countries where online gaming may be illegal or a foreign operator is unable to obtain a license, offshore gaming companies rely on the apparent unwillingness or inability of regulators generally to bring actions against businesses with no physical presence in the relevant country. The application or enforcement of gaming laws or regulations, a change in sentiment by regulatory authorities or the taking of any action by relevant authorities that restricts the processing of payments relating to online gaming transactions or the advertising of online gaming, may severely and adversely impact the Company's business and financial position and even if such actions were successfully resisted, the Company may still incur considerable costs and distractions in defending such actions. Any resulting dispute may also damage the Company's reputation and brand and thereby have a material adverse effect on the Company's proposed business, anticipated revenue and anticipated financial position.

The Company's operations will be dependent upon banks, credit card companies, payment processor, media providers and other suppliers. Disruption of the Company's anticipated relationships with such service providers and suppliers could materially adversely affect the Company's proposed business. Governments may seek to impede the online gaming industry by introducing legislation designed to prohibit or restrict financial institutions, payment processors, media provider and other suppliers from transacting with and providing services to online gaming operators. In the U.S., Canada, the UK and certain other countries, the advertising of online gaming is prohibited or restricted by regulation or more informal actions. The Company anticipates encountering some difficulties in processing payments to and from its customers as payment processing has become more tightly controlled and regulated by local governments and international money laundering protocols. Accordingly, payment processing costs and bad debts may increase in the future, and the Company may experience increasing difficulties in advertising (and hence in acquiring and retaining customers).

If online gaming were licensed and regulated in the markets with citizens who are currently customers of online gaming sites, in particular the U.S., or if the law in such markets were liberalized it is likely that the Company would face increased competition over time from large land-based operators and Internet companies that do not currently offer such services as a result of the regulatory restrictions.

United States Federal, state and local law

The U.S. Department of Justice considers companies offering online gaming to U.S. residents to be in violation of existing U.S. federal laws, including (but not limited to) the Wire Act, the Illegal Gambling Business Act, the Paraphernalia Act and the Travel Act. In addition, a number of federal statutes prohibit actions that are not specific to gaming, but are premised upon activities that violate federal or state law. Such statutes include, but are not limited to, the Racketeer Influenced and Corrupt Organizations Act and legislation related to money laundering, the collection of unlawful debts and "aiding and abetting" violations.

To date, the U.S. Department of Justice has based its stance in large part on the Wire Act. The Wire Act prohibits, among other things, the provision of bets or wagers on any "sporting event or contest." The reference to contest in the legislation has created uncertainty as to whether the prohibition in the Wire Act applies to non

sporting (as well as sporting) bets and wagers. In 1999, the New York Supreme Court (which is the lowest level of state trial court) found that the provision by World Interactive Gaming Corporation through an Antiguan company of online casino gaming to residents of New York was a breach of the Wire Act. However, in the MasterCard International Inc. case in 2002, the U.S. Court of Appeals for the Fifth Circuit concluded that "the Wire Act does not prohibit non-sports Internet gambling," "the statutory language clearly requires that the object of the gaming be a sporting event or contest" and "that a reading of the case law leads to the same conclusion." Although weight would be given to the MasterCard decision, other U.S. courts not in the Fifth Circuit are not prevented from taking an alternative view and applying the Wire Act to non-sports online gaming or applying other federal legislation.

In addition, the U.S. Supreme Court has on at least one occasion applied the Wire Act to an individual's violation of the laws of a foreign entity regarding taxation of the importation of liquor. In *Pasquantino et al. v. United States*, the U.S. Supreme Court let stand the conviction of several individuals who had carried out a scheme to smuggle large quantities of liquor into Canada from the United States to evade Canadian alcohol import taxes. U.S. Supreme Court recognized the long standing rule that "[t]he Courts of no country execute the penal laws of another." However, the court did not view the violation as the enforcement of a foreign penal law but rather the enforcement of the Wire Act which prohibits schemes that defraud or obtain money or property by means of false or fraudulent pretenses, representations, or promises.

Online gaming may violate state law and violations of state gaming laws can serve as a predicate offense for liability under federal statutes. At least seven states (Illinois, Indiana, Louisiana, Michigan, Nevada, Oregon and South Dakota) have specifically outlawed online gaming. Many other states prohibit all gaming, or all forms of unlicensed gaming, in the state without referring specifically to online gaming in their regulations. Although, the Company intends to block or restrict participation on its sites by players based in the U.S., no assurance can be given that the Department of Justice or state authorities will not bring an action in the future to prohibit the Company from offering its services to persons in the U.S. in the event the screening of U.S. persons is deemed to be ineffective.

There are criminal and civil sanctions for breach of these federal and state prohibitions, which include the possibility of significant fines, injunctions, claims for damages and imprisonment of relevant individuals (such as directors or officers), as well as the repayment of losses suffered by U.S. residents.

Notwithstanding the decision of the federal appellate court in the MasterCard case, the Company's intended activities are considered to be illegal by the Department of Justice and certain other federal, state and local law enforcement agencies, if U.S. persons participate, and accordingly, there is a significant risk that criminal or civil judgments may be sought against the Company or its managers. If successful, such actions may result in remedies such as injunctions, disgorgement of profits and restitution of losses, seizure of gaming proceeds, civil damages, fines and imprisonment. If U.S. authorities were to take enforcement action against the Company or its officers or directors, whether successful or not the Company may incur considerable legal and other costs, management's time and resources may be diverted, and the resulting dispute may damage the Company's reputation and brand and thereby negatively impact the Company's business prospects.

It is possible that state and local laws that prohibit or restrict online gaming and related services are a violation of the so-called 'dormant commerce clause' of the U.S. Constitution, which provides that state and local regulation of interstate activities is an impermissible restriction on interstate commerce and therefore a violation of the Commerce Clause of the U.S. Constitution. It is also possible that federal, state and local laws that prohibit or restrict online gaming and related services are a violation of U.S. obligations under international trade treaties, as described below. However, there can be no assurance that these arguments would prevail in a U.S. court or that they would prevent U.S. authorities from taking the indirect prohibition efforts described below.

Based in part upon the same questions regarding the legality of online gaming activities with U.S. persons discussed above, at least one U.S. based large law firm has advised its investment banking clients to avoid participation in public offerings of securities in internet gaming companies.

Federal prohibition proposals

In recent U.S. congressional sessions, a number of laws have been proposed which, had they been passed would have expressly prohibited online gaming and/or the provision of payment processing services to online gaming operators in the U.S. Such proposals have faced objections and opposition from various interested parties, including the racing, lottery and land-based casino industries, and have, to date, failed to gain sufficient support to be passed by the U.S. Congress. In 2006, the Unlawful Internet Gambling Enforcement Act of 2006 was passed. The law prohibits “persons engaged in the business of betting or wagering from knowingly accepting payments in connection with the participation of another person in unlawful internet gambling.” On November 12, 2008, the U.S. Department of the Treasury and Federal Reserve Board jointly published the final rule for implementing the act. The act requires payment system and financial transaction providers participating in designated systems to establish policies and procedures reasonably designed to identify and block or otherwise to prevent or prohibit restricted transactions. As a result, the relevant U.S. authorities have become more active in seeking to seize funds from internet gambling.

Indirect prohibition efforts

U.S. laws are being used or threatened by federal prosecutors, state attorneys general and other authorities against third parties who may provide services to the Company or who will directly or indirectly facilitate the Company’s business, such as payment processors, internet service providers, internet portals, search engines and media companies to attempt to impede the growth of online gaming in the U.S. or prohibit the provision of services and supplies to the industry. These efforts may take various forms, including requests that online service providers cease and desist from offering a service within a particular jurisdiction, civil actions seeking to enjoin a service and demand a refund of gaming proceeds originating from a particular jurisdiction, or criminal indictments, alleging a violation of state, federal and/or local law. These efforts which raise legal and moral concerns about the industry may also have the indirect effect of causing suppliers, such as IT and hardware providers, to avoid dealing with the online gaming industry.

Payment processing

Because of the Unlawful Internet Gambling Enforcement Act of 2006, law enforcement officials now have a basis to deter the use of U.S. banking and financial services for processing online gaming transactions. The Company will depend on banks, credit card companies, payment processors and other financial institutions, networks and suppliers to enable funds to be paid-in and withdrawn by its customers. Disruption of those relationships, including as a result of pressure from regulators for such companies and processors to cease dealing with the Company or the online gaming industry in general, the enactment of any legislation prohibiting or restricting the use of credit cards or other bank instruments or the tightening of money laundering regulations could materially adversely affect the Company’s business prospects.

A number of U.S. credit card issuers refuse to allow the use of their credit cards for online gaming transactions for this reason. In addition, a number of banks have settled claims brought by the New York State Attorney General in respect of online gaming payment processing without admitting violation of the law. For example, following pressure from New York’s Attorney General, in June 2002 Citibank started to block credit card payments to known online gaming sites and later that year, the Delaware payment processing firm PayPal stopped processing payments for the purposes of online gaming.

The Company will seek to provide its customers with a variety of payment processing methods such as credit card, e-cheques and online wallet through third party payment processors. Contracts the Company will enter into with third party payment processors should be expected to contain indemnity provisions which expose it to financial loss in the event of claims being made against the payment processor. Many of the payment processors with which the Company anticipates having arrangements will be small businesses and no assurance can be given that they will be capable of sustaining their operations. Money held in U.S. banks by third parties to collect payments or pay winnings, or held by third parties as advance payment for advertising, may be subject to forfeiture.

Should legislation be enacted to prohibit or restrict certain types of payment transactions, or should banks further limit the payment methods for online gaming (including as a result of pressure from any regulator), the Company's business prospects will be materially adversely affected.

Advertising

Law enforcement officials also allege violation of existing law to deter the advertising of online gaming sites in the U.S. media. In June 2003, the Department of Justice sent a letter to the National Association of Broadcasters suggesting that by disseminating advertisements, they may be aiding and abetting illegal online gaming operations. The letter claimed that online gaming and offshore sportsbook operations that accepted bets from customers in the U.S. violated U.S. law and that any person or entity who aided or abetted in the commission of these offences was punishable as a principal violator. Since this letter, the Department of Justice has continued to issue numerous subpoenas to, and certain plaintiffs have brought an action against, various media organizations on the basis that the broadcasting or publishing of online gaming advertising may constitute aiding and abetting a federal criminal offence. As a result many online media companies (including Google and Yahoo) and traditional media companies have stopped accepting online gaming advertising. The Company believes this trend will continue. In addition, as the media market consolidates, the number of media providers willing to advertise online gaming may decrease. Any such decrease would have a material adverse impact on the Company's business prospects.

In April 2004, U.S. marshals had seized from Discovery Communications, the television and media company that owns the Travel Channel, over \$2 million of an online gaming company's funds. The amount involved was originally paid to Discovery Communications for television advertisements to promote a poker gaming web site. Court documents state that Discovery Communications was told that it could be party to illegal activity (effectively aiding and abetting a crime) by broadcasting such advertisements. In October 2003, Discovery Communications told the online poker gaming web site that it would cease broadcasting commercials, for which it had been pre-paid.

If, in the future, the Company determines to advertise in the U.S., the Company anticipates the contractual terms of any agreements with U.S. media companies would contain warranty and indemnity provisions exposing the Company to material financial loss should its advertising activities be found to put such media companies in breach of U.S. law. If the Department of Justice or any other regulatory authority were successful in preventing the Company from advertising, this would have a material adverse effect on the Company's business prospects.

It is possible that the Department of Justice's action in targeting media companies may violate First Amendment protections because they have the potential to impede constitutionally protected commercial speech, but there can be no assurance that this argument would prevail.

World Trade Organization Decision

Antigua filed a case before the WTO in 2003, contending that U.S. restrictions on Internet gambling violated trade commitments the United States made as a member of the 148-nation WTO. Antiguan authorities also argued that restrictions barring U.S. residents from betting at offshore casinos were harming their country's efforts to diversify its economy. U.S. trade officials disagreed, saying that negotiators involved in the Uruguay Round of global trade talks, which created the WTO in 1995, clearly intended to exclude gambling.

A WTO appeals body, in an April 7, 2005 decision, held that the United States can keep some restrictions on Internet gambling, but also concluded that some U.S. legislation discriminates against foreign operators. In its 138-page report, the appeals panel said the United States had demonstrated that the 1961 Wire Act "was necessary to protect public morals or maintain public order." But the panel found against Washington in another respect, saying it failed to show that the Interstate Horseracing Act was applied equally to foreign and domestic remote betting services, therefore contravening international trade rules. The WTO appeals panel ruled that the United States had not been able to show that US laws on horse-racing bets were applied equitably to foreign and domestic online betting suppliers, a key condition of global trade rules. It also maintained that some restrictions

imposed under US federal laws were inconsistent with the trade body's GATS services agreement. The WTO gave the United States until April 3, 2006 to comply with its ruling. On December 21, 2007, the WTO issued its final ruling in the matter awarding Antigua the right to suspend the Trade-Related Aspects of Intellectual Property Rights agreement in an amount of \$21 million annually.

Summary

While the Company intends to utilize its two tier approach to screening out online players from the United States, China, Turkey and other jurisdictions where online gambling is illegal, the possibility exists that persons who want to access our website by perpetrating a fraud on the Company by intentionally masking their location both for website access and payment purposes might be able to do so. As a result of the position that the U.S. Department of Justice has taken regarding the illegality of online gambling, the application of the Wire Act by various courts, and the prohibition against internet gambling and gambling in general under numerous state laws and laws of other foreign jurisdictions, in the event that (i) the Company's gaming web site is marketed to residents of the United States or any other jurisdiction in which online gambling or gambling in general is prohibited or (ii) the Company is unable to effectively screen out players from the United States or any other jurisdiction in which online gambling or gambling in general is prohibited, the Company and its managers and members could be subject to criminal liability.

Unknown Risks

We may encounter numerous unknown risks, expenses, problems, and difficulties in operating the Company. We cannot assure you that the Company's contemplated business plan will be realizable. Any negative impact on the Company's revenue as set out in the contemplated business plan would have an adverse effect on our financial condition or operations. In addition, our plan of operation and prospects are dependent upon, among other things, the following:

- market acceptance of the Company products;
- the ability to obtain or maintain prices at profitable levels;
- the hiring and retention of skilled management and employees;
- the ability to effectively advertise a new concept with only limited prior exposure in the area; and
- the availability of adequate financing.

We cannot assure you that we will be able to successfully implement our contemplated plan of operation or that unanticipated expenses, problems or difficulties will not result in material delays in its implementation.

We May Be Subject To Litigation And Claims

The Company may be subject to lawsuits or proceedings by government entities or private parties. Except in certain limited circumstances, expenses or liabilities of the Company arising from any law suit shall be borne by the Company. This in turn could have a material adverse impact on the Company, its financial condition and prospects.

Investors May Face Certain Tax Risks

Prospective investors are urged to consult their tax advisors concerning the effect of subscribing to the Offering.

There Will Be A Lack Of Liquidity For Membership Interests

An investment in the Interests should be viewed as a long-term investment. There will not be an opportunity in the short-term to liquidate your interest, even if the Company is ultimately successful. The Interests will not be registered under the Securities Act or any other securities laws and, therefore, cannot be resold to a U.S. person unless they are subsequently registered under such laws or registration thereunder is not required pursuant to an exemption from such registration or otherwise. The Interests will also be subject to substantial restrictions on

transferability under the Company's Certificate of Formation and Company Agreement. There is no market for the Interests and none is expected to develop.

General Economic Conditions May Negatively Affect The Company

The Company's operations will be affected by general economic conditions and consumer tastes, and therefore, its future success is unpredictable. A decline in general economic conditions could result in the potential customers having less discretionary income to spend on the types of services offered by the Company, which could have an adverse effect on the Company's business or operating results.

The Offering Price May Not Be Indicative Of Value

The offering price of the Interests has been determined by the Company without negotiation and is based primarily upon the Company's assessment of the value of its start-up costs and business prospects. The offering price of the Interests may not be indicative of their value or the value of the Company. No assurance is or can be given that your Interest could be sold for the price you pay for it or for any amount.

Your Interest Will Be That Of A Minority Member; Dilution

You will own only a minority ownership percentage of the total interest in the Company. As such, and by nature of being a member, you will have very limited rights with respect to the control or direction of the Company. You will be subject to the discretion of the Company's manager in connection with the operation of Company and its businesses. Moreover, should additional membership interests be offered in the future, your ownership percentage will be subject to dilution and this dilution could be material.

Dependence On Talented Employees

The success of the Company will depend, in large part, upon our ability to develop, obtain and retain talented employees. The Company recognizes that continued development of the Company's services and underlying software is key to our long-term success. There can be no assurance that the Company will be able to retain employees to continue this development.

Competition

The markets for our services are intensely competitive, and we expect both service and pricing competition to increase. Some of our competitors have longer operating histories, greater name recognition, larger technical staffs, established relationships with vendors, and/or greater financial, technical, and marketing resources.

Inability To Protect Our Intellectual Property Rights Would Weaken Our Competitive Position

We will attempt to protect our proprietary information through the use of patent, copyright, trademark, trade secret laws, confidentiality procedures, and contractual provisions. Notwithstanding our efforts to protect our proprietary rights, policing unauthorized use of our proprietary information is difficult. Unauthorized use occurs from time to time and litigation to enforce intellectual property rights could result in significant costs and diversion of resources. Moreover, the laws of some foreign jurisdictions do not afford the same degree of protection to our proprietary rights as do the laws of the United States. Our inability to adequately protect our intellectual property for these or other reasons could adversely affect our business, financial condition, operating results, and cash flow.

Third Parties Could Claim That Our Products Infringe Their Rights

From time to time we may receive notices from third parties claiming infringement of various forms of their intellectual property. Investigation of these claims, whether with or without merit, can be expensive and could affect development, marketing, or shipment of our products. As the number of software patents issued increases,

it is likely that additional claims, with or without merit, will be asserted. Defending against such claims is time-consuming and could result in significant litigation expense or settlement with unfavorable terms that could adversely affect our business, financial condition, operating results, and cash flow.

Transaction Fraud; Charge Backs

Transaction fraud and charge backs are transactions that are disputed by the owner of the bank account or credit card from which the electronic check or card payment was made. In the case of fraud or charge back either the account was used fraudulently or the user is attempting to avoid payment. These disputes can be expensive to resolve relative to the amount of the charges involved. If the Company faces a higher number of these types of disputes than what it currently expects, the Company's earnings and financial condition could be negatively impacted in a material way.

Additional Risks And Uncertainties Not Presently Known

In addition to the risks specifically identified in this Risk Factors section or elsewhere in this Memorandum, the Company may face additional risks and uncertainties not presently known to us or that we currently deem immaterial but which may later impair the Company's business, results of operations and financial condition. Therefore, you must assume that this is a highly risky investment and be prepared to lose your entire investment amount.

PRO FORMA SOURCES OF CAPITAL AND USES OF PROCEEDS

The following discussion of the sources of capital and uses of proceeds should be read in conjunction with the Business Summary attached hereto as Appendix A. The projections assume that the Company has raised \$1,500,000 in equity and has been able to generate earnings. Actual performance may be materially different.

Sources of Funds

The main source of funds for the initial capitalization of the Company will be from the capitalization that results from amounts previously contributed by the founder and others and the sale of Interests in this Offering. To date, the founder and other initial investors have contributed approximately \$158,000 to the Company. The Company, for the purposes of making its preliminary business plans, is assuming additional sources of funds from retained earnings. There can be no assurance that the Company will be able to generate or obtain these additional funds.

Sources of Funds

Amounts previously Contributed (approximate)
Proceeds from Offering

Amounts

290,000

\$1,500,000

Total Capitalization

\$1,790,000

Debt Financing

The Company believes that, if it is successful in closing the Offering, it will not need to borrow funds to conduct operations per its business plan. There can be no assurance that such financing will not be required nor that if it is required that it will be obtainable on favorable terms. See "Risk Factors – Unknown Risks."

Uses of Funds

Assuming the Offering is fully subscribed, the following table sets forth the anticipated initial uses of the funds to begin operation of the Company. Unforeseen expenses or higher than anticipated costs for certain expenses will necessarily result in a scale-back of expenditures in other areas. Actual uses of the funds may be different and the difference could be material.

<u>Uses of Funds</u>	<u>Amounts</u>
Costs of Offerings	\$50,000
Working Capital	\$1,450,000
Total Uses of Funds	\$1,500,000

SUMMARY OF PROJECTED FINANCIAL INFORMATION

See Appendix A – “D.P. Financial Plan” for a summary of projected financial information. The financial projections are based upon various assumptions as to anticipated sales, revenues and projected costs. NO ASSURANCE IS OR CAN BE GIVEN THAT THE PROJECTIONS AND THE ASSUMPTIONS ON WHICH THEY ARE BASED WILL BE PROVEN ACCURATE. THE FINANCIAL PROJECTIONS ARE ESTIMATES ONLY BASED ON ASSUMPTIONS AND ACTUAL RESULTS WILL BE DIFFERENT AND MAY VARY MATERIALLY FROM THE PROJECTIONS.

TERMS OF OFFERING

General

The Company is making a private offering of Interests to accredited investors. We are currently offering ten percent (10%) in membership interests at a price of \$150,000 per one percent (1.0%) membership interest. The Company reserves the right in its sole discretion to revise or withdraw the Offering. The minimum subscription amount is a one percent (1.0%) membership interest, which may be waived at the Company’s sole discretion. The Company may use its discretion in deciding whether to accept or reject any subscriptions for an Interest.

Closing of Offering

The offering period will commence on the date of this Memorandum and will terminate on August 31, 2009, or such later date as may be selected by the Company, or the date on which all Interests are sold. If the minimum subscription level of \$150,000 in Interests is reached prior to the termination date, the Company, in its sole discretion, may hold an initial Closing with respect to the subscribed Interests with secondary Closings at later dates. The Company anticipates that an initial Closing will occur on or about July 15, 2009.

The Company may terminate the Offering at any time prior to the Closing if it determines, in its sole and absolute discretion, that the Offering will not be consummated for any reason. In this event, subscription funds, less escrow charges, previously received from subscribers and deposited in escrow will be returned (with interest on such funds, if any), and the subscribers will have no further rights or remedies with respect to the Company or its affiliates, and the Company will have no further obligations, with respect to the Company, prospective investors, subscribers or this Offering. In the event the Offering is not consummated, SUBSCRIBERS SHOULD BE AWARE OF THE RISK THAT THE OFFERING MAY NOT CLOSE AND THAT IF IT DOES NOT, SUBSCRIBERS WILL NOT RECEIVE A RETURN ON THEIR INVESTMENT.

Upon the Closing, the accepted subscribers will be admitted to the Company as members and the subscription funds will be released from the subscription funds account and delivered to the Company. Persons subscribing to purchase Interests after the final Closing will not be admitted as members.

Subscription Agreement

Each investor will be required to enter into a Subscription Agreement covering its investment in the Company. In the Subscription Agreement, each investor will make customary representations and warranties in connection with the private offering of interests in the Company. See Appendix B hereto.

Segregation of Subscription Funds

All cash subscription receipts that are accepted will be deposited and segregated in one or more accounts pending the Initial Closing. See "How to Subscribe." During the pendency of this Offering, no subscribing investor may withdraw any funds or cancel its subscription.

Plan of Distribution

The Company is Offering Interests at a price of \$150,000 per one percent (1.0%) membership interest with a minimum purchase of a one percent (1.0%) membership interest. The Company expects to issue up to ten percent (10%) in membership interests in the Offering; *provided, however*, the Company may, in its sole discretion, increase the aggregate membership interests and related dollar amount of membership interests to be issued in the Offering. The Company will not pay any commissions in connection with the placement of Interests.

The Company will pay all of its costs and expenses in connection with this Offering, including, but not limited to, all expenses related to the costs incurred by the Company to prepare, reproduce or print the Memorandum, legal expenses and other expenses incurred in qualifying this Offering for sale under the blue sky laws of such jurisdictions as may be necessary.

MANAGEMENT

The Manager

Carlos Benavides III – Mr. Benavides is a 39-year old businessman and rancher from the Laredo, Texas area and the founder of the Camino Colombia Toll Road. Mr. Benevides is the sole manager of the Company and owns a majority membership interest in the Company.

Fees and Expenses

No fees will be paid to the manager or his affiliates in connection with the organization and formation of the Company, preliminary market review, search for executives and other staff, due diligence and other services. However, certain individuals will be reimbursed for out-of-pocket expenses related to those organizational activities. The Company will bear all other expenses incurred with respect to the Offering, including legal expenses and accounting expenses. No broker or dealer fees are expected to be paid in connection with the Offering.

Indemnification and Limitation on Manager's Liability

To the fullest extent permitted by Texas law, the manager of the Company will be indemnified by the Company against all liabilities, costs and expenses (including legal expenses) arising out of or in connection with the business of the Company or the performance by the manager of any of his responsibilities as a manager of the Company.

To the fullest extent permitted by Texas law, no a manager will be liable to any member or to the Company for (i) any act or omission by the manager in connection with the conduct of the business of the Company that is determined in good faith to be in or not opposed to the best interests of the Company, unless that act or omission constitutes willful misconduct, gross negligence, a violation of federal or state law or criminal wrongdoing by the manager or (ii) any mistake, negligence, misconduct or bad faith of any broker or other agent of the Company selected by the manager with reasonable care.

Changes in Management

Any manager may be removed at any time, with or without cause, by the vote of the members. If a manager is removed, members shall identify, approve, and elect a substitute manager.

CONFLICTS OF INTEREST

Competition for Management's Services

Prospective investors should recognize that the Company's manager and officers have or may have interests in a number of enterprises other than those of the Company. Additionally, the manager and officers are free to pursue other business opportunities to the extent not otherwise prohibited under the Company's Certificate of Formation or Company Agreement. As a result, the manager and officers will be required to allocate their time, efforts and loyalties with respect to his various activities and responsibilities and need only devote such time to Company affairs as may be reasonable necessary to manage the business of the Company. The manager and officers may in the future act as managers, directors or officers in other businesses, and liabilities incurred by the Company's manager and officers in such capacity could adversely affect their ability to manage the Company. Moreover, the Company's manager and officers may engage in other activities for their own account and for others, during the Company term.

DESCRIPTION OF MEMBERSHIP INTERESTS AND TEXAS LAW

Membership Interests

The members of the Company are entitled to vote on certain matters and their votes are based upon the amount of their respective membership interests. Subject to the preferences that may be applicable to any other class of membership interest in the Company that may be issued in the future, the members are entitled to receive ratably (based upon their percentage membership interests) such distributions, if any, as may be declared from time to time by the manager of the Company out of funds legally available therefore. In the event of the liquidation, dissolution, or winding up of the Company, the members are entitled to share ratably (based upon their percentage membership interests) in all assets remaining after payment of liabilities, subject to prior distribution rights of other classes of membership interest that may be issued in the future. The Interests have no preemptive or conversion rights or other subscription rights. There are no redemption or sinking fund provisions applicable to the Interests. All outstanding Interests are fully paid and nonassessable, and the Interests to be issued in connection with the Offering will be fully paid and nonassessable.

Certain Elements of Texas Law

Under Texas law, members of the Company are not personally liable to the creditors of the Company except to an amount equal to the amount unpaid for the purchase of their membership interests.

SUITABILITY STANDARDS FOR INVESTORS

The Interests will not be registered under the Securities Act, or any other securities laws, including state securities or blue sky laws. The Interests will be offered in reliance upon a exemptions from registration thereunder. Each prospective purchaser will be required to represent, among other customary private placement representations, that (i) it is an accredited investor as defined in Regulation D of the Securities and Exchange Commission, (ii) it is purchasing the Interests for investment only and not with any intention of reselling or distributing all or any portion thereof, and (iii) it believes it is able to bear the economic risk of the investment in the Interests, and that it has provided complete and accurate information to the Company.

The satisfaction of the suitability standards for this offering does not necessarily mean that the Interests are a suitable investment for a prospective Investor. The Company may make or cause to be made such further inquiry and obtain such additional information as it considers appropriate with regard to the suitability of prospective Investors. The Company, in its absolute discretion, may reject subscriptions, in whole or in part, or allot to a particular Investor fewer than the amount of Shares for which such Investor subscribed. The Company reserves the right to modify or increase the suitability standards with respect to certain Investors in order to comply with any applicable state or local laws, rules or regulations, or otherwise.

HOW TO SUBSCRIBE

Any subscriber who wishes to purchase the Interests should deliver the following documents to the Company:

- One dated and executed Subscription Agreement (an execution copy of which is attached as Appendix B to this Memorandum);
- One dated and executed Prospective Investor Questionnaire (an execution copy of which is attached as Appendix C to this Memorandum);
- One dated and executed Signature Page to the Company's Company Agreement (an execution copy of which is attached as Appendix D to this Memorandum); and
- Payment of the subscription amount in the form directed by the Company. Subscribers for the Interests must meet certain investor suitability standards. Following receipt of your completed subscription documents and wire transfer, the Company will accept or reject your subscription. If, for any reason, your subscription is rejected, your funds and a copy of your subscription documents will be returned to you immediately. The Company may accept or reject a subscription in its sole discretion.

Wire transfer instructions will be provided by the Company upon request.

This Offering will expire not later than 5:00 p.m. on August 31, 2009, unless extended in the sole discretion of the Manager. Upon acceptance by the Manager of subscriptions for Interests offered in the amount of not less than \$150,000, the subscription funds may be immediately disbursed to the Company.

ADDITIONAL INFORMATION

The Company will make available, during the course of the Offering, to each prospective investor the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the Company or the terms of the Offering and to obtain any additional information, to the extent that the Company possesses such information or can obtain it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum.

If prospective investors desire additional information, they may contact Carlos Benavides III, at (956) 763-8973. Copies of all documents, contracts and other Company records referred to herein or provided to any prospective Investors will be available for inspection, upon request, at the Company's offices in Laredo, TX. Because of their confidential nature, copies of some of such documents, contracts and other records may not be made.

APPENDIX A
BUSINESS SUMMARY

APPENDIX B

DELIVERANCE POKER, LLC

SUBSCRIPTION AGREEMENT

MEMBERSHIP INTEREST

1. The undersigned hereby tenders this Subscription Agreement and subscribes for, and to the extent accepted by Deliverance Poker, LLC (the "Company"), agrees to purchase the membership interest in the Company (the "Interest") set forth on the signature page hereto.

2. The Company may accept or reject in whole or in part the undersigned's subscription after the Company receives this Subscription Agreement.

3. To induce the Company to accept this subscription, the undersigned agrees that, within 10 days after receipt of written request from the Company, the undersigned will provide such information and will execute and deliver such documents as may be necessary to comply with any and all laws and ordinances to which the Company is subject.

4. The undersigned hereby represents and warrants to the Company as follows:

(a) The information contained in the related Investor Questionnaire dated _____, 2009, and prepared by the undersigned is true, complete, and correct in all respects as of the date hereof.

(b) All information heretofore provided by the undersigned to the Company in connection with the offering of the Interest is true, complete, and correct in all respects as of the date hereof.

(c) No representations or warranties have been made to the undersigned by the Company or any representative of the Company, and in entering into this transaction the undersigned is not relying on any representation or warranty of any person.

(d) The undersigned has full power and authority to enter into this Subscription Agreement, and this Subscription Agreement constitutes its valid and legally binding obligation, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(e) The undersigned is acquiring the Interest for his, her or its own account for investment and not with a view to, or for sale or other disposition in connection with, any distribution of all or any part thereof, except (i) in an offering covered by a registration statement filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), covering the Interest or (ii) pursuant to applicable exemptions under the Securities Act and all applicable state securities laws. In acquiring the Interest, the undersigned is not offering or selling, and will not offer or sell, for the Company in connection with any distribution of the Interest, and the undersigned does not have a participation and will not participate in any such undertaking or in any underwriting of such an undertaking except in compliance with applicable federal and state securities laws.

(f) The undersigned understands that the Interest will be offered and sold in reliance upon certain exemptions from the securities registration provisions of the Securities Act applicable state blue sky laws. As a condition to purchasing the Interest, and for the purposes of the above-mentioned exemptions and/or qualifications to the extent applicable, and knowing that the Company will rely upon the statements made herein for such exemptions and in determining its suitability as an investor, the undersigned represents and warrants to the Company that the undersigned is an individual resident of the state of _____.

(g) The undersigned has been furnished with information regarding the Company and its business, assets, results of operations and financial condition (the "Investment Information"), and the undersigned has had an opportunity to ask questions of and receive answers from the Company regarding the Company and its business, assets, results of operations and financial condition and the terms and conditions of the issuance of the Interest. The undersigned believes he/she/it has received all the information he/she/it considers necessary or appropriate for deciding whether to purchase the Interest.

(h) The undersigned is able to fend for himself/herself/itself, can bear the economic risk of an investment in the Interest and has no need for liquidity of he/she/it investment in the Interests.

(i) The undersigned either (i) has a pre-existing personal or business relationship with the Company or the officers, directors or general partner thereof; or (ii) has business or financial experience (or has retained the services of a professional advisor who is not affiliated with or compensated by the Company who has the requisite business or financial experience) such that the undersigned is capable of protecting his or her own interests in connection with the proposed purchase of the Interest (for purposes of this representation, the phrase "pre-existing personal or business relationship" includes any relationship consisting of personal or business contacts of a nature and duration such as would enable a reasonably prudent purchaser to be aware of the character, business acumen, and general financial circumstances of the person with whom such relationship exists).

5. The undersigned acknowledges and is aware of the following:

(a) The purchase of the Interest is a speculative investment which involves a high degree of risk of loss of the entire investment in the Interests.

(b) No federal or state agency has made any finding or determination as to the fairness for public investment, nor any recommendation nor endorsement of the Interest.

(c) The Interest have not been registered pursuant to the Securities Act or any applicable state securities laws and as such will be characterized as "restricted securities" under the federal securities laws, and that under such laws and applicable regulations, the Interest cannot be sold or otherwise disposed of without registration under the Securities Act or an exemption therefrom. The Company is not obligated to register the Interest under the Securities Act, or to effect an initial public offering. The undersigned is familiar with Rule 144 promulgated under the Securities Act, as currently in effect, and understands the resale limitations imposed thereby and by the Securities Act. The undersigned also understands that Rule 144 will not be available until such time as the Company completes an initial public offering. Stop transfer instructions may be issued to the transfer agent for securities of the Company (or a notation may be made in the appropriate records of the Company) in connection with the Interest.

(d) Certificates evidencing the Interest, if any, shall bear a legend indicating that the Interest have not been registered under applicable federal and state securities laws and referring to the restrictions on transferability and sale of the Interest.

6. The undersigned agrees:

(a) To indemnify and hold harmless the Company for the offering of the Interest for sale and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based on upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in any other document furnished by the undersigned in connection with the undersigned subscription to purchase the Interest; and

(b) That the undersigned will not sell, assign, transfer, pledge, hypothecate, or otherwise encumber or dispose of in any way, all or any part of or any interest in the Interest without the prior written consent of the Company, which consent the Company may withhold in its sole and absolute discretion, and that any purported transfer in violation of this restriction is void.

7. Where the context so indicates in this Subscription Agreement or any attachment hereto, the masculine or third person shall include the feminine and neuter, and singular shall include the plural and person shall include a corporation or other entity.

8. Any notice, demand or other communication which any party hereto may be required, or may elect, to give to anyone interested hereunder shall be sufficiently given if (a) deposited, postage prepaid, in United States mail, registered or certified, return receipt requested, addressed to such address as may be given herein; (b) delivered personally at such address; (c) by courier or overnight delivery service at such address; or (d) by telefax at the number given herein.

9. This Subscription Agreement contains the entire agreement of the parties with respect to the purchase of the Interest and there are no other agreements except as stated or referred to herein. No agent, representative, salesman or officer of the undersigned or the Company has authority to make or has made any statement, agreement or representations, either oral or written, in connection herewith, modifying, assigning or changing the terms and conditions set forth within.

10. This Subscription Agreement is not transferable or assignable by the undersigned and any purported transfer or assignment by the undersigned shall be null and void.

11. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

12. Except as otherwise provided herein, this Subscription Agreement shall be binding upon and inure to the undersigned's benefit and the benefit of its successors and assigns.

13. If any provision of this Subscription Agreement shall be held to be void or unenforceable under the laws of any place governing its construction or enforcement, this Subscription Agreement shall not be void or vitiated thereby, but shall be construed to be in force with the same effect as though such provision were omitted.

[Balance of the page intentionally left blank.]

PLEASE EXECUTE THIS SUBSCRIPTION AGREEMENT BY COMPLETING AND EXECUTING THIS SIGNATURE PAGE.

Membership Interest: _____%

Purchase Price: \$_____ (\$150,000 per 1% membership interest)

By: _____

Name: _____

Title: _____

Address: _____

_____, 2009

COMPANY ACCEPTANCE

This Subscription Agreement is hereby accepted this ____ day of _____, 2009, for a ____% membership interest in the Company's in the amount of \$_____.

DELIVERANCE POKER, LLC

By: _____

Carlos Benavides III, Manager

APPENDIX C

Name of Prospective Investor

State of Domicile

Amount of Investment

DELIVERANCE POKER, LLC

INVESTOR QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN A MEMBERSHIP INTEREST IN DELIVERANCE POKER, LLC, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 2. PLEASE RETURN THE COMPLETED QUESTIONNAIRE TO:

DELIVERANCE POKER, LLC
Attn: Carlos Benavides III
1116 Calle Del Norte
Laredo, TX 78041

**DELIVERANCE POKER, LLC
INVESTOR QUESTIONNAIRE**

TO: DELIVERANCE POKER, LLC
Attn: Carlos Benavides III
1116 Calle Del Norte
Laredo, TX 78041

Ladies and Gentlemen:

In connection with the proposed purchase of a membership interest (the "Interest") in Deliverance Poker, LLC (the "Company"), the undersigned hereby represents as follows:

1. Representations as to Accredited Investor Status. The undersigned has read the definition of "accredited investor" below and certifies that either (check one):

- The undersigned is an "accredited investor" because he, she or it comes within one or more of the following categories (please check the appropriate box below):
 - Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; 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 Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; 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; employee benefit plan within the meaning of Title I 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 by persons that are accredited investors;
 - Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;
 - 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;
 - 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 that issuer;
 - Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his/her purchase exceeds \$1,000,000;
 - 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;

- 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 Rule 506(b)(2)(ii); and
- Any entity in which all of the equity owners are accredited investors.

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the Manager of the Company by facsimile or telegram.

Very truly yours,

Print name of investor

Dated: _____, 2009

Signature

Print title (if applicable)

Print name of joint investor or other person whose signature is required

Signature

Print title (if applicable)

APPENDIX D

DELIVERANCE POKER, LLC

COMPANY AGREEMENT SIGNATURE PAGE

The undersigned hereby agrees, effective as of the date hereof, to become a party to the Company Agreement of Deliverance Poker, LLC, a Texas limited liability company (the "Company"), dated November 7, 2008 (the "Company Agreement") as a member of the Company and to be bound by the terms, conditions, covenants, and provisions thereof. The Company hereby consents, effective as of the date hereof, to the undersigned becoming a party to the Company Agreement and a member of the Company.

Executed effective this ____ day of _____, 2009.

Name: _____

Deliverance Poker, LLC
a Texas limited liability company

By: _____
Carlos Benavides III, Manager