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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **February 14, 2011**

**NESS ENERGY INTERNATIONAL, INC.**

(Exact Name of Registrant as Specified in Charter)

**Texas**  
(State or other jurisdiction  
of incorporation or organization)

**000-10301**  
(Commission File Number)

**91-1067265**  
(I.R.S. Employer Identification No.)

**1900 East 15<sup>th</sup> Street, Bldg 600, Edmond, Oklahoma 73013**  
(Address of Principal Executive Offices)

**(405) 513-7733**  
(Registrant's Telephone Number, including area code)

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(Former Name or Address, if Changed Since Last Report)

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## **Section 2. Financial Information**

### **Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

#### Loan from Viceroy, LLC

On December 13, 2010, the Registrant, as borrower, borrowed \$250,000 from Viceroy, LLC, an Oklahoma limited liability company, as lender, pursuant to the terms of a Promissory Note for that amount dated the same date. The note bears interest at a rate of eight percent (8.0 %) per annum and is payable in cash or through the issuance of shares of the Registrant at a stated value of \$0.018 per share. The note is due on the later of six months from the date of the note or the date on which there are sufficient authorized shares to issue to the lender for payment of the principal and accrued interest.

The foregoing is a summary of note terms, is not intended to be complete and is qualified in its entirety by the complete text of the note, a copy of which are attached hereto as Exhibit 10.1.

The proceeds of the Loan will be utilized for bringing the Registrant's filings and financial reports up to date and for normal and customary operating expenses.

## **Section 5. Corporate Governance and Management**

### **Section 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.**

Effective April 25, 2010 at a duly called meeting of the Registrant's Board of Directors, Mr. Shannon K. Stephens, the sole director of the Registrant, appointed Mr. David M. Boyce to fill vacancies in the Board of Directors until the next meeting of shareholders and appointed Mr. Boyce as President, Secretary and Chief Executive Officer of the Company. Following such appointment, Mr. Stephens resigned as an officer and director of the Registrant. Mr. Stephens had no disagreement with the Registrant on any matters relating to its operations, policies or practices.

*David M. Boyce*, age 54, has 31 years of experience in the oil and gas industry. Mr. Boyce co-founded OKT Resources, LLC and Viceroy, LLC. Mr. Boyce has managed the oil and gas company's operations as it concerns company administration, land acquisitions and field operations. Prior to forming OKT, Mr. Boyce was an independent landman in Midland, Texas and Oklahoma City, Oklahoma. Mr. Boyce's land experience covered all aspects of the petroleum industry that included the Permian Basin, Mid-Continent and North Texas. His experience also includes serving for over four years as the international project coordinator for Ness Energy International, Inc. as it concerned the oil and gas project located in Israel. Mr. Boyce served on the Ness Energy board for a short period and has held several officer and leadership positions in two different Christian business fraternities over a 20 year period. He holds a B.B.A. in Management from Texas Tech University.

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## Section 8. Other Events

### Section 8.01 Other Events.

#### Israel Geology Study

Ness Energy International, Inc. has contracted a geological study in the Southeast Levant Province located in Northern Negev which extends onshore from the Mediterranean coast to the Dead Sea Graben of the Israel-Jordan border. The purpose of the study is to identify areas that have potential for both conventional and unconventional oil and gas deposits that can be assimilated for future exploration drilling. The initial phase of the study will require several months for data collection and evaluation.

#### Letter Agreement

On February 7, 2011 the Registrant entered into a letter agreement with David M. Boyce, Viceroy, LLC and OKT Resources, LLC (collectively "Parties Signatory"). All parties agreed that subsequent to the Payment and/or discharge of all judgments, debts or obligations in favor of Alpha Capital Anstalt, Bristol Investment Fund, Ltd and Ellis International, Ltd and the re-imbusement to the Parties Signatory of all legal, accounting, operating and other costs incurred in connection with Ness Energy of Israel, Inc., any and all right, title and interest determined by a court of law or otherwise found to be owned by any or all of the Parties Signatory in Ness Energy of Israel, Inc. will be assigned, transferred or otherwise delivered to Ness Energy International, Inc. Said interest will include but not be limited to stock, cash, assets, rights or ownership of any kind. It is the intent of all parties to protect any and all rights that may be owned in Ness Energy of Israel, Inc. for the sole benefit of Ness Energy International, Inc. and not for the benefit of any of the Parties Signatory.

#### Pending Litigation

On November 12, 2010 Alpha Capital Anstalt, a Liechtenstein Corporation, Plaintiff, filed a complaint in case No.CIV-10-1218-D in United States District Court for the Western District of Oklahoma naming Ness Energy International, Inc., OKT Resources, LLC, Viceroy, LLC and David Boyce as defendants. The lawsuit concerns a dispute over the ownership of Ness Energy of Israel, Inc. All claims made in this suit will be defended by the Registrant.

## Section 9. Financial Statement and Exhibits.

The following Exhibits are hereby filed as part of this Current Report on Form 8-K:

<b>Exhibit</b>	<b>Description</b>
10.1	<a href="#"><u>Promissory Note, dated as of December 13, 2010, between Ness Energy International, Inc., a Texas corporation and Viceroy, LLC, an Oklahoma limited liability company.</u></a>

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## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, Ness Energy International, Inc. has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**NESS ENERGY INTERNATIONAL, INC.**

Dated: February 14, 2011

By: /s/ David M. Boyce  
David M. Boyce  
President

# Promissory Note

On this 13<sup>th</sup> day of December, 2010, in return for valuable consideration received, **Ness Energy International, Inc.**, 1900 E. 15<sup>th</sup>, Bldg. 600, Edmond, OK 73013 the "**Borrower**" promises to pay to **Viceroy, LLC**, 1900 E. 15<sup>th</sup>, Bldg. 600, Edmond, OK 73013, the "**Lender**", the sum of Two Hundred Fifty Thousand Dollars (**\$250,000.00**), together with interest thereon at the rate of Eight percent (8.0%) per annum.

Payment - Principal and accrued interest may be paid by tendering to Lender either cash or shares of Ness Energy International, Inc. common stock of equivalent value. For purposes of such payment, common stock of Ness Energy International, Inc. shall be valued at .0180 dollars per share (the closing price on the date of this note) discounted by forty percent (40.0%) or a net price of .0108 dollars per share.

Payment Due Date - The entire unpaid principal and accrued interest thereon shall become due and payable at the later of six (6) months from the date of this note or the date Borrower is legally able to issue Common Stock for this purpose. The due date may be extended at any time at the option of the lender.

Prepayment - This Note may be prepaid in whole or in part at any time without premium or penalty. All payments shall first be applied to interest, and then to principal in the order of their maturity.

Place of Payment - All payments due under this note shall be made at 1900 E. 15<sup>th</sup>, Bldg. 600, Edmond, OK 73013 or at such other place as the holder of this Note may designate in writing.

Default - In the event of default, the borrower[s] agree to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

Modification - No modification or waiver of any of the terms of this Agreement shall be allowed unless by written agreement signed by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

Transfer - The borrowers hereby waive any notice of the transfer of this Note by the Lender or by any subsequent holder of this Note, agree to remain bound by the terms of this Note subsequent to any transfer, and agree that the terms of this Note may be fully enforced by any subsequent holder of this Note.

Severability of Provisions - In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.

Choice of Law - All terms and conditions of this Note shall be interpreted under the laws of the State of Oklahoma.

Signed this 13th day of December, 2010

**Ness Energy International, Inc.**

By: \_\_\_\_\_  
David M. Boyce, President

By: \_\_\_\_\_  
Taylor Dillard, Chief Operating Officer