

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AGREEMENT (the "Agreement") is dated for reference the 12<sup>th</sup> day of January, 2011 (the "Effective Date").**

**AMONG:**

**GREEN STAR ENERGIES INC.**

a company incorporated under the laws of the state of Nevada, with an executive office at 10000 N.E. 7<sup>th</sup> Avenue, Suite 100-C, Vancouver, Washington, 98685

(the "**Buyer**")

**AND:**

**NORTH TEXAS ENERGY, INC.**

a company incorporated under the laws of the state of Nevada, with an executive at 5057 Keller Springs Road, Suite 300, Addison, Texas 75001.

(the "**Seller**")

**WHEREAS** the Seller wishes to sell to the Buyer, and the Buyer wishes to purchase from the Seller, all of the assets of Seller (as listed below), as contemplated by and on the terms set forth in this Agreement.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

**1. PURCHASE AND SALE**

- 1.1 Subject to the terms of this Agreement, the Buyer agrees to purchase all of the Seller's outstanding common stock, as set forth in the attached Schedule 2.
- 1.2 At the Closing (as defined below), as consideration for the purchase of Seller's outstanding common stock, the Buyer shall issue and deliver to the Seller:
  - (a) 10,000,000 shares of the Buyer's preferred stock; see Schedule 3;
  - (b) the Buyer shall, after the Closing, submit for board of directors approval resolutions that establish the following rights and restrictions of shares of the Buyer's preferred stock:

- (i) conversion rights to shares of the Buyer's common stock at a two hundred (200) to one (1) ratio or such a ratio that is equal to 52% of entire ownership of the company at time of closing;
- (ii) voting rights for each share of the Buyer's preferred stock equivalent to two hundred (200) shares of the Buyer's common stock; and;
- (iii) no special dividend or liquidation rights assigned at this time;
- (iv) any split either forward or reverse shall not effect the preferred stock except the conversion and voting rights proportionality shall be adjusted according to the ratio of the split.

## 2. CLOSING

2.1 The closing of the transactions contemplated by this Agreement (the "**Closing**") shall occur on January 12th after this Agreement is executed by the parties hereto,

2.2 In addition to the covenants of the Buyer set out in section 1, at the Closing:

- (a) the Buyer shall appoint Steve Rackley as CEO / Chairman of the Buyer;
- (b) the Buyer shall appoint Gabriel Prieto as COO / Director;
- (c) the newly appointed management team shall appoint a CFO / Director, General Counsel and at least one independent director at the direction of the Seller;
- (d) the Buyer shall complete the resignation of Brandon Toth from all officer positions and maintain Brandon Toth as a member of the board of directors until all of the terms of this agreement are met;
- (e) The Buyer shall complete after closing within a reasonable amount of time the required issuances to complete the settlement of the debts as agreed to within this agreement;
- (e) the corporate office of Green Star Energies, Inc. will be relocated to Addson, TX.

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At some time after closing as determined by Brandon Toth, all of the shares of Aeon Holdings, inc. held by Green Star Energies shall be transferred and held in

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trust for the benefit of common stockholders . Said shares shall not be traded for a period of not less than 12 months from the date of this Agreement and shall be subject t to adjustment by Aeon Holdings, Inc., and Green Star. All parties to this contract agree to facilitate and complete any distribution of these shares to the common stockholders using their best efforts.

### 3. REPRESENTATIONS AND WARRANTIES

#### 3.1 Representations and Warranties of the Seller

- (a) Organization; Power. The Seller is a corporation incorporated and legally existing under the laws of the state of Nevada, and has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder.
- (b) Authorization. The execution, delivery and performance of this Agreement and all other agreements contemplated by this Agreement to which the Seller is a party have been duly and validly authorized by all necessary corporate action of the Seller. This Agreement and all other agreements contemplated by this Agreement, when executed and delivered by the parties thereto, shall constitute legal, valid, and binding obligations of the Seller, enforceable against the Seller in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency and similar laws affecting the rights of creditors generally or judicial limits on equitable remedies.
- (c) Conduct of Business; Liabilities. The Seller is not in default under, and no condition exists that with notice or lapse of time or both would constitute a default of the Seller under:
  - (i) any mortgage, loan agreement, indenture, evidence of indebtedness, or other instrument evidencing borrowed money to which the Seller is a party or by which the Seller is bound; or
  - (ii) any judgment, order or injunction of any court, arbitrator or governmental agency that would reasonably be expected to affect materially and adversely the assets of the Seller's business, financial condition or results of operations.
- (d) No Adverse Consequences. The execution, delivery and performance of this Agreement by the Seller will not:
  - (i) result in the creation or imposition of any lien, security interest, charge or encumbrance on the seller's assets;



- (ii) violate or conflict with, or result in a breach of, any provision of the Seller's Articles of Incorporation or Bylaws;
  - (iii) violate any law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority applicable to the Seller, or
  - (iv) conflict with, constitute grounds for termination or acceleration of, result in the breach of the terms, conditions, or provisions of, result in the loss of any benefit to the Seller under, or constitute a default under (whether by virtue of the application of a "change of control" provision or otherwise) any agreement, instrument, license or permit to which either the Seller is a party or by which the Seller is bound.
- (e) All Shares Transferred. Seller warrants that all of its outstanding common stock shall be transferred to Buyer within 60 days of the closing date so that Buyer will have ownership and possession of 100% of Seller's outstanding common stock on or before March 13, 2011.
- (f) No Undisclosed Liabilities. The shares transferred herein are not subject to any material liability or obligation.
- (g) Litigation. There are no actions, suits, proceedings, orders, investigations, or claims pending or, to the Seller's knowledge, threatened against the Seller or any of the Seller's assets, at law or in equity and the Seller is not subject to any arbitration proceedings or, to the Seller's knowledge, any governmental investigations or inquiries.
- (h) Tax Matters. The Seller has filed all United States, state, local and foreign tax returns and reports required to be filed and has paid all taxes shown as due thereon, and no taxing authority has asserted any deficiency in the payment of any tax or has informed the Seller that it intends to assert any such deficiency or to make any audit or other investigation of the Seller for the purpose of determining whether such a deficiency should be asserted against the Seller.
- (i) Compliance with Laws. The Seller is in material compliance with all laws, statutes, ordinances, regulations, orders, judgments or decrees applicable to it, the enforcement of which, if the Seller were not in compliance therewith, would have a material adverse effect on the business and operations of the Seller. The Seller has not received any notice of any asserted present or past failure by the Seller to comply with such laws, statutes, ordinances, regulations, orders, judgments or decrees.



- (j) Environmental, Health and Safety Matters. The Seller has obtained, has complied with, and is in compliance with, in each case in all material respects, all permits, licenses and other authorizations that are required pursuant to applicable environmental, health and safety legislation for its assets and operations. The Seller has not received any written or oral notice, report or other information regarding any actual or alleged material violation of any applicable environmental, health and safety legislation, or any material liabilities or potential material liabilities (whether accrued, absolute, contingent, unliquidated or otherwise), including any material investigatory, remedial or corrective obligations, relating to its assets or ownership of its assets arising under applicable environmental, health and safety legislation.
- (k) Permits and Licenses. The Seller holds, and at all times has held, all permits necessary to operate its business pursuant to all applicable statutes, laws, ordinances, rules and regulations of all government bodies, agencies and other authorities, except when the failure to hold any permit would not have a material adverse effect on the business. The Seller is in material compliance with all the terms of each permit, and there are no claims of material violation by the Seller of any permit. All applicable government entities and agencies that have issued any permits have consented or, prior to the Closing, shall have consented (when such consent is necessary) to the transfer of ownership of its assets without requiring any modification of the Seller's rights or obligations under such permits.
- (l) Accuracy of Representations and Warranties. None of the representations and warranties of the Seller contain any untrue statement of material fact or omit any material fact necessary to the statements contained in this Agreement misleading.

### 3.2 Representations and Warranties of the Buyer

- (a) Organization; Power. The Buyer is a corporation incorporated and legally existing under the laws of the state of Nevada, and has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder.
- (b) Authorization. The execution, delivery and performance of this Agreement and all other agreements contemplated by this Agreement to which the Buyer is a party have been duly and validly authorized by all necessary corporate action of the Buyer. This Agreement and all other agreements contemplated by this Agreement, when executed and delivered by the parties thereto, shall constitute legal, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with their terms,

except as such enforceability may be limited by applicable bankruptcy, insolvency and similar laws affecting the rights of creditors generally or judicial limits on equitable remedies.

- (c) No Conflict with Other Instruments or Agreements. The execution, delivery and performance of this Agreement by the Buyer shall not:
- (i) violate or conflict with, or result in a breach of, any provision of the Buyer's Articles of Incorporation or Bylaws;
  - (ii) violate any law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority applicable to the Buyer; or
  - (iii) conflict with, constitute grounds for termination or acceleration of, result in a breach of the terms, conditions, or provisions of, result in the loss of any benefit to the Buyer under, or constitute a default under (whether by virtue of the application of a "change of control" provision or otherwise) any agreement, instrument, license or permit to which either the Buyer is a party or by which the Buyer is bound.
- (d) Governmental Authorities. The Buyer is not required to submit any notice, report, or other filing with any government or regulatory authority in connection with the Buyer's execution, delivery and performance of this Agreement, and no consent, approval, or authorization of any government or regulatory authority is required to be obtained by the Buyer in connection with the Buyer's execution, delivery and performance of this Agreement.
- (e) Litigation. There are no actions, suits, proceedings, orders, investigations or claims pending or, to the Buyer's knowledge, threatened against the Buyer or its properties, assets, operations or businesses, at law or in equity, and the Buyer is not subject to any arbitration proceedings or, to the Buyer's knowledge, any governmental investigations or inquiries other than what is disclosed in Schedule 1 of this Agreement.
- (f) Accuracy of Representations and Warranties. None of the representations or warranties of the Buyer contain any untrue statement of material fact or omit any material fact necessary to make the statements contained in this Agreement misleading.

3.3 All representations, warranties, covenants and agreements made in this Agreement or in any exhibit, schedule, certificate or agreement delivered in accordance with this Agreement shall survive the Closing. The Seller's and Buyer's representations and warranties shall survive the Closing for a period of



not less than two (2) years, with the exception of warranties of title, which shall survive in accordance with the provisions of applicable laws.

#### 4. CONDITIONS PRECEDENT

##### 4.1 Conditions Precedent to the Buyer's Obligations

- (a) Available Information. The Seller shall have provided the Buyer with all available information regarding the assets owned by the Seller.
- (b) Representations and Warranties. Each of the representations and warranties made by the Seller in this Agreement shall be true and correct in all material respects at the Closing with the same effect as though such representations and warranties were made at that time, except for changes contemplated, permitted or required by this Agreement. The Seller shall have performed and complied with all agreements, covenants and conditions required of the Seller under this Agreement.
- (c) No Proceeding or Litigation. No action, investigation, suit or proceeding by or before any court, government or regulatory authority shall have been commenced and be continuing against the Seller, and no action, investigation, suit or proceeding shall have been threatened against the Seller or any of its affiliates, associates, officers or directors, seeking to restrain, prevent or alter the terms of this Agreement, questioning the validity or legality of this Agreement or seeking damages in connection with this Agreement other than what has been disclosed on Schedule 1.
- (d) Material Change. The Seller shall not have suffered any material adverse change in its business, prospects, financial condition, working capital, assets, liabilities (absolute, accrued, contingent, or otherwise) or operations.
- (e) Corporate Action. The Seller shall have furnished the Buyer with a copy, certified by an authorized signatory of the Seller, of the Seller's resolutions authorizing the execution, delivery and performance of this Agreement.

##### 4.2 Conditions Precedent to the Seller's Obligations

- (a) Debt Obligations. The Buyer shall have outstanding debt obligations to no

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except in the ordinary course of business.

- 5.3 The Seller shall comply in all material respects with all statutes, laws, ordinances, rules and regulations applicable to the Seller and its business operations in the ordinary course of business.
- 5.4 Prior to the Closing, the Seller shall notify the Buyer promptly of any material and adverse change in its assets or business operations.

## 6. JOINT COVENANTS

- 6.1 Without limiting any other obligations of the Seller and the Buyer herein, the Seller and the Buyer shall each use their best efforts to comply with all applicable securities laws and to satisfy the conditions set forth in this Agreement.
- 6.2 No press releases, other public announcements or notices to customers concerning the transactions contemplated by this Agreement shall be made by the Buyer or the Seller without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that nothing herein shall prevent the parties from supplying information or making statements as required by any government authority or in order for the parties to satisfy their legal obligations (prompt notice of which shall, in any such case, be given to the parties).
- 6.3 On the reasonable request of any party after the Closing, the other parties shall take all action and execute all documents and instruments necessary or desirable to consummate and give effect to this Agreement.

## 7. TERMINATION

- 7.1 This Agreement may only be terminated in writing with the mutual consent of the parties hereto.

## 8. INDEMNIFICATION

- 8.1 Notwithstanding any investigation by the Buyer, from and after the Closing, the Seller shall indemnify, hold harmless, and defend the Buyer and its subsidiaries, shareholders, affiliates, officers, directors, employees, agents, successors and permitted assigns (collectively, the "**Buyer's Indemnified Persons**") from and against, and reimburse each of the Buyer's Indemnified Persons with respect to, any and all losses, damages, liabilities, costs, and expenses, including interest from the date of such loss to the time of payment, penalties, and reasonable attorney fees (collectively, "**Damages**") incurred by any of the Buyer's Indemnified Persons by reason of or arising out of or in connection with any breach or inaccuracy of any surviving representation or warranty of the Seller

made in this Agreement, and any failure by the Seller to perform any covenant required to be performed by the Seller pursuant to this Agreement. This indemnification extends to any Damages suffered by any of the Buyer's Indemnified Persons, whether or not a claim is made against any of the Buyer's Indemnified Persons by any third party. The Seller's liability pursuant to this indemnification shall not exceed the consideration the Seller shall receive pursuant to this Agreement.

8.2 Notwithstanding any investigation by the Seller, from and after the Closing, the Buyer shall indemnify, hold harmless, and defend the Seller and its subsidiaries, shareholders, affiliates, officers, directors, employees, agents, successors and permitted assigns (collectively, the "**Seller's Indemnified Persons**") from and against, and reimburse each of the Seller's Indemnified Persons with respect to, any and all Damages incurred by any of the Seller's Indemnified Persons by reason of or arising out of or in connection with any breach or inaccuracy of any representation or warranty of the Buyer made in this Agreement, and any failure by the Buyer to perform any covenant required to be performed by the Buyer pursuant to this Agreement. This indemnification extends to any Damages suffered by any of the Seller's Indemnified Persons, whether or not a claim is made against any of the Seller's Indemnified Persons by any third party. The Buyer's liability pursuant to this indemnification shall not exceed the consideration the Buyer shall receive pursuant to this Agreement.

## 9. GENERAL PROVISIONS

9.1 Waiver. The failure of any party to comply with any obligation, covenant, agreement or condition in this Agreement may be waived by the party entitled to the performance of such obligation, covenant or agreement or by the party who has the benefit of such condition, but such waiver or failure to insist on strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.2 Amendment. This Agreement may not be amended unless consented to in writing by the Buyer and the Seller.

9.3 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party hereto.

9.4 Stock Splits. The parties to this agreement agree that no forward or reverse splits of the Buyer's common stock greater than 10 to 1 shall be permitted for a period of not less than two (2) years unless agreed upon in writing by the parties.

9.5 Notices. Any notice or communication required or permitted to be given under

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this Agreement shall be given in writing and shall be considered to have been given if delivered by hand, transmitted by facsimile transmission or mailed by prepaid registered post in the United States, to the address or facsimile transmission number of each party set out below:

To the Buyer:

Green Star Energies Inc.  
Attn: Brandon Toth  
10000 NE 7<sup>th</sup> Ave. Suite, 100-C  
Vancouver, WA 98685  
Facsimile: (866) 791-5083

To the Seller:

North Texas Energy, Inc.  
Attn: Steve Rackley  
5057 Keller Springs Road, Suite 300  
Addison, Texas 75001  
Facsimile: (469)-718-5600

or to such other address or facsimile transmission number as either party may designate in the manner set out above;

Any notice or communication shall be considered to have been received:

- (a) if delivered by hand during business hours on a business day, upon receipt by a responsible representative of the receiving party, and if not delivered during business hours, upon the commencement of business on the next business day;
- (b) if sent by facsimile transmission during business hours on a business day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business on the next business day; and
- (c) if mailed by prepaid registered post in the United States, upon the fifth business day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication shall be delivered by hand or sent by facsimile transmission.

9.6 Arbitration. All disputes arising under this Agreement shall be arbitrated by a

mediator agreed upon by the parties prior to commencing any litigation.

- 9.7 **Currency**. All references to currency in this Agreement are to U.S. dollars unless otherwise stated.
- 9.8 **Time of the Essence**. Time shall be of the essence of this Agreement.
- 9.9 **Invalidity**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and any such invalid or unenforceable provision shall be deemed to be severable.
- 9.10 **Entire Agreement**. The provisions of this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.
- 9.11 **Enurement**. This Agreement shall enure to the benefit of and be binding upon the parties and, except as otherwise provided or as would be inconsistent with the provisions of this Agreement, their respective heirs, executors, administrators, successors and assigns.
- 9.12 **Independent Legal Advice**. Each of the parties to this Agreement confirms and acknowledges that it has been provided with an opportunity to seek independent legal advice with respect to its rights, entitlements, liabilities and obligations hereunder and understands that it has been recommended that such advice be sought prior to entering into this Agreement.
- 9.13 **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that this Agreement is signed by one party and faxed to another, the parties agree that a faxed signature shall be binding upon the parties as though the signature was an original.
- 9.14 **Venue**. This agreement may be interpreted under the laws of the State of Washington and any and all legal actions shall hold venue in the State of Washington.



**IN WITNESS WHEREOF** this Agreement has been executed by the parties, and is effective as of the date of the last signature appearing below.

**NORTH TEXAS ENERGY, INC.**

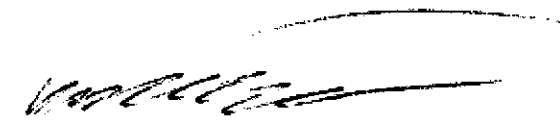
Per:

  
Steve Rackley, CEO

January 12, 2011  
Date

**GREEN STAR ENERGIES INC.**

Per:

  
Brandon Toth, CEO, Chairman

January 12, 2011  
Date



**SCHEDULE 1**

**DEBTS OUTSTANDING**

**GREEN STAR ENERGIES, INC.**

1. Chris Dietrich \$8,500
2. Bulldog Well Services \$10,800

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**SCHEDULE 2**

**TRANSFER OF SHARES  
(DETAIL)**

The Seller shall sell all of the shares of North Texas Energy, Inc. to Green Star Energies, Inc., a Nevada corporation. North Texas Energy, Inc. owns the title, rights or options of California Creek Field in Rogers County Oklahoma, the Wann Field in Nowata County in Oklahoma, New Diana Field in Upshur Field Texas and the Pettete Field, Columbia County, Arkansas as described herein.

**California Creek Field (62 Wells)  
Rogers County, OK**

**RESERVE CALCULATION WORKSHEET**

Welch Lease, S/2 SW/4 and S/2 NW/4, Sects ,100 Acre Tract  
 Walkingstick Lease, W/2 NE/4 AND NE/4 NE/4 NW/4, Section 8, 90 Acre Tract  
 Eli Lease, E/2 NE/4, Section 8, 80 Acre Tract  
 Craig Lease, N/2 NW/4, less NW/4 NW/4 NW/4, Sect 9, 70 Acre Tract  
 Lucille Gilmore Lease, S/2 NW/4, Section 9, 80 Acre Tract  
 Nancy Gilmore Lease, N/2 SW/4, Section 9, 80 Acre Tract  
 Sigsbee-Maine Lease, N/2 N/2 SE/4 AND SW/4 NW/4 SE/4 AND W/2 SW/4 SE/4, Section 9, 70 Acre Tract  
 Blanton Lease, W/2, Section 5, 240 Acre Tract

BARTLESVILLE SAND FLOOD ZONE	(PROVED/DEVELOPED/PRODUCING)								
	Acreage								
ZONE	Gross	net	ave net sd	ave % por	sw	shale %	pore vol (cf)	OOIP (bbbls)	30% prod
Welch Lease, (5)	100	80	16.6	18.7	0.35	40	1,156,014	751,409	214,688
Walkingstick Lease, (8)	90	50	42.3	19.3	0.35	40	1,900,164	1,235,107	352,888
Eli Lease, (8)	80	70	30.2	19.4	0.38	30	2,227,291	1,380,920	394,549
Craig Lease, (9)	70	40	16	18.9	0.35	30	656,919	426,998	121,999
Lucille Gilmore Lease, (9)	80	65	36.4	18.6	0.32	30	2,390,000	1,625,200	464,343
Nancy Gilmore Lease, (9)	80	50	36.4	18.6	0.38	40	1,575,824	977,011	279,146
Sigsbee-Maine Lease, (9)	70	50	41	19.1	0.32	30	2,126,461	1,445,994	413,141
Blanton Lease, (5)	240	10	12.5	18	0.35	60	69,826	45,387	12,968
<b>TOTAL OIL FROM KNOWN/TESTED ZONES</b>							<b>12,102,499</b>	<b>7,888,025</b>	<b>2,253,721</b>
<b>LESS PROBABLE PRODUCTION BEFORE WATERFLOODING (PRIMARY)</b>									<b>157,760</b>
<b>LESS OIL RECOVERED THROUGH 1997 (SECONDARY)</b>									<b>288,531</b>

REMAINING RESERVES AS OF 12/31/97

(RESERVOIR BARRELS PRODUCABLE @ 30%) 1,807,430

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**Wann Field (160 Wells)  
Nowata County, OK**

**RESERVE CALCULATION WORKSHEET**

Burrows Lease, E/2, SW/4, less SE/4, SE/4, SW/4, Sect 15 . 70 Acre Tract  
 Lowery Lease, SE/4, SE/4, SW/4, Section 15, 10 Acre Tract  
 Smith Lease, SW/4, SE/4, Section 15, 40 Acre Tract  
 Burrows Lease, E/2, NE/4, Sect 22 , 80 Acre Tract  
 Blue Ribbon 'A' Lease, NE/4, NEM. Section 22, 40 Acre Tract  
 Tyler Lease, SEW, NE/4, Section 22, 40 Acre Tract  
 Biakeslee Lease, W/2, NE/4 AND SW/4 AND NE/4, SW/4, Section 22, 280 Acre Tract  
 Blue Ribbon 'B' Lease, NE/4, NE/4 AND W/2, NE/4 less North 20 Acres AND N/2, NW/4, SE/4, Section 22, 120 Acre Tract

ZONE	Acreage		(PROVED/DEVELOPED/PRODUCING)				pore vol	OOIP (bbbls)	30% prod	
BARTLESVILLE SAND FLOOD ZONE	Gross	net	ave net sd	ave % por	sw	shale %	pore vol (cf)	OOIP (bbbls)	30% prod	
Burrows Lease, (15)	70.80	40	10	18	0.6	40	335,163	134,065	38,304	
Burrows Lease, (22)	10.40	50	15	18	0.7	40	628,430	188,529	53,865	
Lowery Lease, (15) Smith	40	10	18	18	0.7	20	201,098	60,329	17,237	
Lease, (15) Blue Ribbon 'A'	40	20	14	18	0.48	30	273,716	142,333	40,666	
Lease, (22) Tyler Lease, (22)	280	10	13	18	0.44	20	145,237	81,333	23,238	
Biakeslee Lease, (22) Blue	120	15	16	18	0.44	20	268,130	150,153	42,901	
Ribbon 'B' Lease, (27)		160	168	18	0.5	20	2,860,057	1,430,028	408,580	
		120		18	0.44	30	938,456	525,535	150,153	
<b>TOTAL OIL FROM KNOWN/TESTED ZONES</b>							<b>5,650,288</b>	<b>2,712,306</b>	<b>774,944</b>	
LESS OIL RECOVERED THROUGH 1986 (PRIMARY & SECONDARY)									507,279	
LESS OIL RECOVERED FROM 1987 TO DATE (limited secondary)									42,535	
<b>REMAINING RESERVES</b>	<b>OF 12/31/97</b>								<b>(RESERVOIR BARRELS PRODUCABLE @ 30%)</b>	<b>225,130</b>

OFFSETTING UNDRILLED ACREAGE BARTLESVILLE SAND FLOOD ZONE	Acreage		(PROBABLE UNDEVELOPED/NONPRODUCING)				pore vol	OOIP (bbbls)	30% prod	
	Gross	net	ave net sd	ave % por	SW	shale %	pore vol (cf)	OOIP (bbbls)	30% prod	
Blue Ribbon 'A' Lease, (22)	40	30	11	18	0.35	30	322,594	209,686	59,910	
Tyler Lease, (22)	40	25	15	18	0.35	30	366,584	238,280	68,080	
Unteased 40 acres to north	40	20	10	18	0.35	30	195,512	127,083	36,309	
<b>POTENTIAL RESERVES UNDER UNDRILLED LOCATIONS</b>									<b>(RESERVOIR BARRELS PRODUCABLE @ 30%)</b>	<b>164,300</b>

SQUIRREL SAND (GAS)	Acreage		(PROVED/DEVELOPED/PRODUCING)				pore vol	OGIP (mcf)	50% prod	
Known Productive	Gross	net	netzn	% por	sw	depth'	Z	pore vol (cf)	OGIP (mcf)	50% prod
Blue Ribbon 'A' Lease, (22)	40	40	48	24	0.35	946	0.9979	20,072,448	377,399	188,700
LESS GAS RECOVERED FROM 1994 TO DATE										55,240
<b>REMAINING RESERVES</b>	<b>OF 12/31/97</b>								<b>(MCF DELIVERABLE @ 50%)</b>	<b>133,460</b>

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**New Diana Field  
Upshur County, TX**

- 4 leases and 7 wells
- 60,000 bbls in reserve
- The Haynesville Shale runs beneath the field acreage
  - Don Looney (4), RRC #03531, situated in toe J, SCOTT SURVEY A-440
  - Boae Mooe (1), RRC #03487, situated in tha E. MARTIN SURVEY A-323
  - Rodgera^Hill (1), RRC #03477, situated in the W. A. MCKEE SURVEY A-329
  - L. R. Smith (1), RRC #03422, situated in the W. A. MCKEE SURVEY A-329

**Pettit Formation  
Columbia County, AR**

- 1 lease and 1 wells
- 40,000 bbls in reserve
  - NE/4SW/4 of Section 30-T19S-R19W
  - NE/4NE/4 Section 1-T20S-R20W

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## VALUATION OF RESERVES

### California Creek Field

Proved / Developed / Producing

The following leases / title shall be transferred to North Texas Energy

Lucrille Gilmore Lease:	80 acres, 9 wells			
OOIP:			1,625,200	
30%:			464,343	
Nacy Gilmore Lease:	80 acres, 9 wells			
OOIP:			977,011	
30%:			279,146	
Sigsbee-Maine Lease:	70 acres, 9 wells			
OOIP:			1,445,994	
30%:			413,141	
Original Oil In Place:			4,048,205	
30%:			1,156,630	
Net less probable production before waterflooding 6.9%				
Net less Oil Recovered Through 1997 12%				
Reservoir Barrels Producing @ Net 30% @ \$80 per barrel			938,026	75,042,080
less 12.5% ORR				65,661,820
Less 25% AFE				49,246,365
				1,969,854 4%

North Texas Energy, Inc. – Green Star Energies, Inc. – Purchase And Sale Agreement

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The following rights to these leases as held by NTE shall be available on a best efforts basis according to the terms of this agreement:

Eli Lease:	80 acres, 8 wells		
OOIP:		1,380,920	
30%:		394,549	
Walking Stick Lease:	90 acres, 8 wells		
OOIP:		1,235,107	
30%:		352,888	
Original Oil In Place:		2,616,027	
30%:		784,808	
Net less probable production before waterflooding 6.9%			
Net less Oil Recovered Through 1997 12%			
Reservoir Barrels Producing @ Net 30% @ \$80 per barrel		636,479	50,918,320
less 12.5% ORR			44,553,530
Less 25% AFE			33,415,148
			1,002,454 3%

The following rights to these leases as held by NTE shall be available on a best efforts basis according to the terms of this agreement:

Blanton Lease:	240 acres, 5 wells	
OOIP:		45,387
30%:		12,968
Welch Lease:	100 acres, 5 wells	
OOIP:		751,409
30%:		214,688
Original Oil In Place:		796,796

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30%:		239,038	
Net less probable production before waterflooding 6.9%			
Net less Oil Recovered Through 1997 12%			
Reservoir Barrels Producing @ Net 30% @ \$80 per barrel	193,860	15,508,800	
less 12.5% ORR		13,570,200	
Less 25% AFE		10,177,650	
			203,553 2%
The following rights to these leases as held by NTE shall be available on a best efforts basis according to the terms of this agreement:			
Craig Lease:	70 acres, 9 wells		
OOIP:		426,998	
30%:		121,999	
Original Oil In Place:		426,998	
30%:		121,999	
Net less probable production before waterflooding 6.9%			
Net less Oil Recovered Through 1997 12%			
Reservoir Barrels Producing @ Net 30% @ \$80 per barrel	98,941	7,915,280	
less 12.5% ORR		6,925,870	
Less 25% AFE		5,194,402	
			51,944 1%
Total Reserves Value California Creek *		\$	2,260,405

The following rights to these leases as held by NTE shall be available on a best efforts basis according to the terms of this agreement:

North Texas Energy, Inc. – Green Star Energies, Inc. – Purchase And Sale Agreement

**WANN Field**

Proved / Developed / Producing

Burrows 'A' Lease:	70 acres, 15 wells
OOIP:	134,065
30%:	38,304
Burrows 'B' Lease:	80 acres, 22 wells
OOIP:	188,529
30%:	53,865
Lowery Lease:	15 acres, 10 wells
OOIP:	60,329
30%:	17,237
Smith Lease:	40 acres, 15 wells
OOIP:	142,333
30%:	40,666
Blue Ribbon 'A' Lease:	40 acres, 22 wells
OOIP:	81,333
30%:	23,238
Tyler Lease:	280 acres, 22 wells
OOIP:	150,153
30%:	42,901
Blakeslee Lease:	250 acres, 22 wells
OOIP:	1,430,028
30%:	408,580

Blue Ribbon 'B' Lease:	120 acres, 27 wells		
OOIP:		525,535	
30%:		150,153	
Original Oil In Place:		2,712,305	
30%:		813,692	
Net less probable production before waterflooding 6.9%			
Net less Oil Recovered Through 1997 12%			
Reservoir Barrels Producing @ Net 30% @ \$80 per barrel		659,904	52,792,320
less 12.5% ORR			46,193,280
Less 25% AFE			34,644,360
Total Reserves Value WANN *		\$	1,385,798 4%

\* Reserve values are determined using historical data available to North Texas Energy management. These have not been independently evaluated and these have not been prepared recently by a qualified party. These values are to be used solely for the purpose of valuing the acquisition of this company.



**SCHEDULE 3**

**PREFERRED STOCK CERTIFICATE OF DESIGNATION**

**Green Star Energies, Inc.**

**Certificate of Designations**

**Series D Convertible Preferred Stock**

**Par Value \$0.0001 per share**

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**Pursuant to Section 151 of the**

**General Corporation Law of the State of Nevada**

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The undersigned, Brandon Toth, CEO of Green Star Energies, Inc., a Nevada corporation (hereinafter called the "Corporation"), DOES HEREBY CERTIFY that the following is a true and correct copy of a resolution duly adopted by unanimous written consent of the Board of Directors of the Corporation on Monday January 12, 2011 and that the resolution has not been rescinded or amended and is in full force and effect as of the date hereof:

**RESOLVED**, that pursuant to the authority expressly granted to and vested in the Board of Directors of the Corporation (the "Board") by the provisions of the Certificate of Incorporation of the Corporation (as amended from time to time, the "Certificate of Incorporation"), there hereby is created, out of the one hundred million (100,000,000) shares of Preferred Stock, par value \$0.0001 per share, of the Corporation authorized in Article IV of the Certificate of Incorporation ("Preferred Stock"), a series of Preferred Stock of the Corporation consisting of **10,000,000** shares, having the following powers, designations, preferences and relative participating, optional and other rights, and the following qualifications, limitations and restrictions:

1. **Designation; Number of Shares; Par Value.** The shares of such series will be designated as "Series D Convertible Preferred Stock" (the "Series D Preferred"). The number of shares of Series D Preferred will be limited to **10,000,000**. The original issue price of the Series D Preferred is **\$0.40 per share** (the "Original Issue Price").

2. **Conversion Rights.** The holders of shares of Series D Preferred will have conversion rights as follows:

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(a) Conversion of Series A Preferred. Each share of Series D Convertible Preferred Stock shall be convertible into Common Stock at a conversion price of \$0.002 per share (the "Conversion Price"), on the conditions set forth below, on the date on which the purchaser issues written notice for conversion.

(i) Upon conversion of shares of Series D Convertible Preferred Stock in shares of Common Stock, the Holder shall received 200 shares of Common Stock for each share held of Preferred Stock.

(ii) Upon conversion of shares of Series D Convertible Preferred Stock into shares of Common Stock, the Holder shall surrender the certificate(s) evidencing the shares of Series D Convertible Preferred Stock that have been converted (the "Converted Shares") at the principal office of the Corporation (or such other office or agency of the Corporation as the Corporation may designate by notice in writing to the Holders of the Series D Convertible Preferred Stock) at any time during its usual business hours, and designate in writing the name(s) (with addresses) and denominations in which the certificate(s) evidencing the Converted Shares shall be issued, and instructions for the delivery thereof. Upon its receipt of the foregoing, the Corporation shall be obligated to, and shall promptly, issue and deliver in accordance with such instructions the certificate(s) evidencing the Converted Shares issuable upon such conversion. Upon conversion, the rights of the holder of such Converted Shares as such holder shall cease, and the Person(s) in whose name or names any certificate(s) evidencing the Converted Shares are to be issued upon such conversion shall be deemed to have become the holder(s) of record of the Converted Shares.

(iii) Upon the issuance of the Converted Shares in accordance with this Section 2, such shares shall be deemed to be duly authorized, validly issued, fully paid and non-assessable.

(b) Fractional Shares. No fractional shares of Common Stock will be issued upon conversion of shares of Series D Preferred. Instead of issuing any fractional shares of Common Stock that would otherwise be issuable upon conversion of any shares of Series D Preferred, the Corporation will pay a cash amount in respect of such fractional interest equal to the fair market value of such fractional interest as determined in good faith by the Board. If the shares of Series D Preferred being converted by a holder at one time are represented by more than one certificate surrendered for conversion, the number of whole shares of Common Stock issuable upon such conversion will be computed on the basis of the aggregate number of shares of Series D Preferred to be converted and represented by all such surrendered certificates.

(c) Taxes. The holder of the Series D Convertible Preferred Stock is responsible for any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of Series D Preferred pursuant hereto. In addition, the Corporation will not be required to pay any tax that

may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Series D Preferred so converted were registered.

(d) **Reservation of Shares.** The Corporation will at all times reserve and keep available, out of its authorized but unissued Common Stock, solely for the purpose of effecting the conversion of the Series D Preferred, the full number of shares of Common Stock issuable upon the conversion of all shares of Series D Preferred from time to time outstanding. The Corporation will from time to time (subject to obtaining necessary director and stockholder action), in accordance with the laws of the State of Nevada, increase the authorized amount of its Common Stock if at any time the authorized number of shares of its Common Stock remaining unissued will not be sufficient to permit the conversion of all of the shares of Series D Preferred at the time outstanding.

(e) **No Reissuance of Shares.** All certificates of Series D Preferred surrendered for conversion will be appropriately canceled on the books of the Corporation.

**3. Dividends. :**

(a) The Holders of Series D Convertible Preferred Stock shall have no special dividend or liquidation rights assigned at this time

**4. Voting Rights.** The holders of Series D Preferred will have voting rights as follows:

(a) **Voting Together With Common Stock.** The holder of each share of Series D Preferred issued and outstanding will have the right to one vote for each share of Common Stock into which such share of Series D Preferred could be converted on the record date for the vote or consent of stockholders. Each holder of shares of Series D Preferred will be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation. The holders of Series D Preferred will vote with the holders of the Common Stock (and the holders of shares of the Series D Preferred will have voting rights and powers equal to those of the holders of the Common Stock) upon all matters upon which holders of Common Stock have the right to vote, except those matters required by law, the Certificate of Incorporation or this Certificate of Designations to be submitted to a class or series vote. Fractional votes will not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares of Common Stock into which shares of Series D Preferred held by each holder could be converted) will be rounded to the nearest whole number (with one-half being rounded upward).

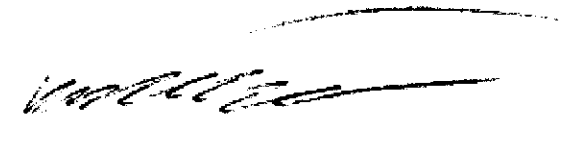
**5. Notices.** All notices, demands and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by hand or when sent by

facsimile transmission (with receipt confirmed), provided a copy is also sent by express (overnight, if possible) courier, addressed (a) in the case of a holder of the Series D Preferred, to such holder's address of record and (b) in the case of the Corporation, to the Corporation's principal executive offices to the attention of the Corporation's Secretary.

6. **Splits.** Any split either forward or reverse shall not effect the preferred stock except the conversion and voting rights proportionality shall be adjusted according to the ratio of the split.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designations to be signed by its President on this 12<sup>th</sup> day of January, 2011

  
Steve Rackley, CEO

  
\_\_\_\_\_  
Brandon Toth  
CEO, Green Star Energies, Inc.

**SCHEDULE 4**

**GREEN STAR ENERGIES FINANCIAL STATEMENTS**

**GREEN STAR ENERGIES, INC.  
Balance Sheet**

	<b>ASSETS</b>	
	AS OF SEPTEMBER 30 2010 (Unaudited)	AS OF DECEMBER 31, 2009 (Unaudited)
	-----	-----
<b>CURRENT ASSETS</b>		
Cash	\$ 0	\$ (2,459)
Receivables - Aeon Holdings	18,000	18,000
	-----	-----
<b>TOTAL CURRENT ASSETS</b>	<b>18,000</b>	<b>15,541</b>
	-----	-----
<b>PROPERTY, PLANT &amp; EQUIPMENT</b>		
Fixtures & equipment	-	-
	-----	-----
<b>NET PROPERTY, PLANT &amp; EQUIPMENT</b>	<b>-</b>	<b>-</b>
	-----	-----
<b>OTHER ASSETS</b>		
AEON stock investment	1,620,000	1,620,000
Eberle investment	33,000	33,000
	-----	-----
<b>TOTAL OTHER ASSETS</b>	<b>1,653,000</b>	<b>1,653,000</b>
	-----	-----
<b>TOTAL ASSETS</b>	<b>1,671,000</b>	<b>1,668,541</b>

The accompanying notes are an integral part of these statements

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GREEN STAR ENERGIES, INC.  
Balance Sheet

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LIABILITIES & SHAREHOLDERS EQUITY (DEFICIT)  
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	AS OF SEPTEMBER 30 2010 (Unaudited) -----	AS OF DECEMBER 31, 2009 (Unaudited) -----
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 701,843	\$ 751,071
Deferred management fee	85,000	130,000
Loans payable	-	1,309
<b>TOTAL CURRENT LIABILITIES</b>	<b>786,843</b>	<b>882,380</b>
<b>LONG-TERM LIABILITIES</b>		
Notes payable	82,995	101,985
<b>TOTAL LONG-TERM LIABILITIES</b>	<b>82,995</b>	<b>101,985</b>
<b>TOTAL LIABILITIES</b>	<b>869,838</b>	<b>984,365</b>
<b>STOCKHOLDER'S EQUITY (DEFICIT)</b>		
Common stock (\$0.0001 par value, 3,000,000,000 shares authorized; 1,138,835,402 and 906,812,353 shares issued and outstanding as of September 30, 2010 and December 31, 2009, respectively)	113,884	90,681
Preferred stock (\$0.0001 par Value, 100,000,000 shares Authorized; 4,555,136 and 3,775,136 shares Issued and outstanding as of September 30, 2010 and June 30, 2009 respectively)	455	378
Additional paid-in capital	43,135,320	43,026,777
Retained Earnings (Deficit)	(42,448,497)	(42,433,660)
	-----	-----

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TOTAL STOCKHOLDER'S EQUITY

(DEFICIT)	801,162	684,176
	-----	-----
TOTAL LIABILITIES & STOCKHOLDER'S EQUITY (DEFICIT)	1,671,000	1,668,541

The accompanying notes are an integral part of these statements

GREEN STAR ENERGIES, INC.  
STATEMENT OF OPERATIONS

	THIRD QUARTER ENDING SEPTEMBER 30, (Unaudited)		FIRST NINE MONTHS ENDING SEPTEMBER 30, (Unaudited)	
	2010	2009	2010	2009
INCOME REVENUES	\$	15,000	\$	15,000
				\$ 45,000
				\$ 35,000
TOTAL REVENUES		15,000	15,000	45,000
				35,000
COST OF REVENUES		0	0	0
				0
GROSS PROFIT		15,000	15,000	45,000
				35,000
OPERATING COSTS				
Operating expenses		9,000	60,530	59,837
Depreciation expense		0	0	0
				104,949
Total Operating Costs	6,000	60,530	59,837	69,949
OPERATING INCOME (LOSS)	6,000	(45,530)	(14,837)	(69,949)
OTHER INCOME & (EXPENSE)				
Extraordinary gain from sale of assets		0	0	0
				1,500,010
INCOME (LOSS) BEFORE INCOME TAXES	6,000	(45,530)	(14,837)	1,430,061
INCOME TAX (PROVISION) BENEFIT		0	0	0
				0
NET INCOME (LOSS)	6,000	10,451	(14,837)	1,430,061

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**SCHEDULE 5**

**NORTH TEXAS ENERGY FINANCIAL STATEMENTS**

NORTH TEXAS ENERGY INCORPORATED BALANCE SHEET AS OF December 15th, 2010	
ASSETS	
	2010
<b>CURRENT ASSETS</b>	
Cash and cash equivalents	3,970
Investments	
Account receivable	
Other current assets	
<b>Total Current Assets</b>	<b>3,970</b>
<b>Non Current Assets</b>	
Oil and gas properties less accumulated depletion, depreciation and amortization	3,704,163
Property, plant and equipment	15,247
<b>Total non current assets</b>	
<b>Total Assets</b>	<b>3,723,380</b>
<b>LIABILITIES AND STOCK HOLDER'S EQUITY</b>	
<b>CURRENT LIABILITIES</b>	
Account payable	0
Accrued liabilities	0
Note payable related party	240,000
Advances	0
<b>Total current liabilities</b>	<b>240,000</b>

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STOCKHOLDER'S EQUITY	
Share Capital	
Issued and outstanding	
Additional paid in capital	3,626,880
Net income/(loss)	(143,500)
Deficit	
Total Stockholder's equity	3,483,380
Total Liabilities & equity	3,723,380