

**ENERGY MANAGEMENT INTERNATIONAL, INC.
ISSUER QUARTERLY REPORTING STATEMENT
PURSUANT TO**

Issuer's Quarterly Report- 2010 Disclosure Obligations

Quarterly Reporting Period Ending December 31st, 2010

All information contained in this Information and Disclosure Statement has been compiled to fulfill the disclosure requirements of OCT Markets' Pink Sheets': **Issuers' Quarterly Reporting Requirements.**

Item I Exact name of the issuer and the address of its principal executive offices.

1. The exact name of the issuer and its predecessor.

Energy Management International, Inc., formerly known as Gust Engineering & Speed Production, Inc., formerly known as Amerivestors, Inc.

2. The address of its principal executive offices.

8023 Vantage Dr., Suite 680
San Antonio, TX 78230
Telephone: 210.547.0736
Facsimile: 888.452.8153
<http://www.EnergyManagementInternational.com>
info@EnergyManagementInternational.com

Item 2 Shares outstanding.

1. The number of shares or total amount of the securities outstanding as of the end of the issuer's most recent fiscal year and fiscal quarter.

A. Information as of most recent **fiscal quarter December 31st 2010:**

Authorized Preferred Stock: 50,000,000
Shares Issued: None Issued or Designated

Authorized shares of Common Stock: 450,000,000
Shares issued: 380,500,378
Shares in the public float: 46,688,338
Number of shareholders: 106

B. Information as of most recent **fiscal year March 31st 2010:**

Authorized Preferred Stock: 50,000,000
Shares Issued: None Issued or Designated

Authorized shares of Common Stock: 450,000,000
Shares issued: 359,500,378
Shares in the public float: 19,688,338
Number of shareholders: 106

Item 3 3rd Quarter Report Financial Statements.

1. The Third Quarter financial statements are incorporated by reference (see: <http://www.otcmarkets.com/otciq/ajax/showFinancialReportById.pdf?id=47437>) of this document into the Quarterly Disclosure Statement consist of;
 - 1) Balance sheet- *Page 2 of the Financial Statement Report;*
 - 2) Statement of Income - *Page 3 of the Financial Statement Report;*
 - 3) Statement of Changes in Stockholders' Equity - *Page 4 of the Financial Statement Report;*
 - 4) Statement of Cash Flows - *Page 5 of the Financial Statement Report;*
 - 5) Financial notes - *Pages 6-11 of the Financial Statement Report.*
2. The financial statements can be reviewed and downloaded from the OtcMarkets' website, <http://www.otcmarkets.com/stock/ENMI/quote>, under the symbol ENMI, in the "*financials*" section.

Item 4 Management's discussion and analysis or plan of operation.

A. Plan of Operation.

See Section B below as issuer is an operating company.

B. Management's Discussion and Analysis of Financial Condition and Results of Operations.

1. *Full fiscal years.*

a. Fiscal Years ending March 31, 2009 and March 31, 2010.

The issuer through its subsidiaries BC Oil LLC and Energy Management Corp (EMC) carried out operations and oil production throughout the two previous fiscal years. As an emerging oil and gas operating and production company its principle efforts has been to acquire and develop oil lease interests in the Texas region of the United States. In fiscal year the significant drop in oil prices to \$36/barrel and the retraction of national and global credit and investment impaired the issuer from continuing significantly with its business plan and limited cash was generated from consulting and a small amount of production.

The issuer anticipates the climate for raising capital has stabilized somewhat and that oil prices will remain firm in the \$65- \$70/barrel range. Short term capital requirements are required to complete the purchase of the oil and gas 51% working interests for approximately \$500,000 dollars and for completion of the B1 well and rework to bring a total of 8 wells into production for approximately \$450,000 dollars. If the issuer is not able to complete financing for these efforts the ability of the issuer to maintain and continue future operations as an ongoing concern will be significantly impaired.

The issuer has recently (October, 2009) has undergone a restructuring

and management adjustment and is positioned to have better access to capital through private and possible public funding mechanisms. The management is confident that the issuer can raise the funds required to expand and complete execution of its business plan and meet its short term capital requirements for the partially executed purchase agreements and oil field development programs.

The issuer during fiscal 4th quarter efforts has completed its restructuring and partially completed its obligations regarding the purchase of the BC Oil LLC and EMC Texas oil and gas field asset acquisitions. This purchase agreement is a core foundation to the issuer's ability to continue as an ongoing concern and was potentially set to expire before the issuer could meet the agreements capital requirements. A 120 day extension of time to meet the capital cash requirements is believed to be adequate to raise enough capital to move the purchases to full consummation. The inability of management to raise the required capital will severely impair the ability of the issuer to maintain future operations and continue as an on going concern. The issuer must also meet it ongoing contractual obligation with respect to existing employment agreements and with outside counsel and accounting assistance. Relief against these contract obligations was temporarily remedied by the willingness of the management and consulting teams to accept stock in lieu of cash. The issuer issued 30,000,000 shares of common stock to Gordon Jones, Howard Dunn, and William Petty and 10,500,000 shares of common stock to Bradley Jones to this effect. Another 29,000,000 shares of common stock were issued for outside services completed. Management, in lieu of its ability to raise capital, will continue to consider offering stock as incentives to retain the expertise associated with its staff and consultancy support to maintain the issuer's ability to continue with execution of its business plan.

The issuer believes that the management has the ability to meet its cash obligations and continues to move forward in developing its business model. During 4th quarter efforts the issuer completed its acquisition of all oil and gas, and operations related contracts, letters of intent, pre-project development contacts and relationships consisting of non-material assets from Franklin Oil and Gas, Inc. for issuance of 110,000,000 shares of common stock from treasury stock. This agreement is included as Exhibit A. in this document. Franklin Oil and Gas, Inc., a privately held Nevada corporation, is partially owned and controlled by the control persons of the issuer. The purchase of these, pre-development phase, non-material assets, which represent more than five years of effort in pre-negotiations and project review by Franklin Oil and Gas, Inc., has positioned the issuer to move into both oil and gas and downstream, gas to liquids, project finance and development in North and South America. The issuer will need to raise significant capital to have the resources necessary to complete project due diligence and negotiated project contract agreements. Additionally after contract award the issuer will need to raise a substantial amount of project finance to complete any anticipated project or assets purchase and subsequent development that will produce cash flow to the issuer.

b. Quarterly Fiscal period ending December 31st 2010.

Strengthening oil prices have positioned the Company in a much better situation to raise capital and begin our efforts to improve production from our assets held in Texas.

Management's strategy during the last quarter has been to begin negotiation on a revised agreement that we can close on for our planned acquisition of the BC Oil field assets in Texas, to restructure debt, and utilize corporate stock to payoff oil field operations debt accumulated during the low oil price period beginning in 2008.

Technical review of methods that can provide additional support to our water flooding techniques, planned for the BC Oil fields, were identified by management. One specific technology is a small scale steam treatment technology, which is patent protected, and so attractive that the Company entered into a purchase agreement for ownership of the company and technology associated with this extraordinary process.

This quarter the Company signed a purchase agreement to acquire AM Oil Resources and Technology, Inc. of California for nominal amounts of stock and cash. The ownership of Am Oil Resource and Technology will become 100% vested in Energy Management International, Inc. and provide a new pathway to enter into heavy oil and high wax content oil field systems. The purchase agreement is incorporated in section 8 of this document as a material contract.

The oil field assets under acquisition in Texas provide an excellent platform to both demonstrate and use the new steam based enhanced recovery and oil well cleaning technology developed by Am Oil and owned by ENMI.

The BC Oil field continues to generate a nominal amount of cash, but is operating at a loss and will continue to do so until the Company can fund its work plan and acquisition. Re-entry into existing oil field wells and the implementation of secondary water pressure maintenance and flooding is anticipated to significantly improve oil production.

During the issuer's third 2010 fiscal quarter gross oil field revenue increased slightly, but again due to accrued operating debt, the issuer has not yet realized a net operating profit.

The ongoing efforts to raise sufficient capital to close on our acquisitions in Texas have not as yet been successful. The ability of the issuer to continue as an ongoing concern is dependent on either (i) as our option to purchase these properties will expire by the end of December, 2010, management has entered into discussions to restructure existing property production debt and close on the property purchase through agreement restructure and issuance of shares for services and assets. New negotiated purchase agreements must provide sufficient oil production resources and be completed or (ii)

additional extension of the purchase option's time to perform periods, between the sellers and issuer, will have to be completed.

The issuer's management continues to be optimistic that funding of the Texas oil field purchases and additional upstream and downstream production opportunities will materialize during this business fiscal year.

Additionally the growth in alternative wind energy generation in South America is, in the opinion of management, will provide the best opportunity for growth as the issuer continues to work in coordination with the energy producers of Bolivia and Argentina.

C. Off-Balance Sheet Arrangements.

Issuer has no off-balance sheets arrangements.

Item 5 Legal proceedings.

None.

Item 6 Defaults upon senior securities.

None.

Item 7 Other information.

None.

Item 8 Exhibits.

A. Material Contracts.

Purchase agreement of Am Oil Resources and Technology, Inc. of California.

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DEFINITIVE ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "*Agreement*"), dated December 14, 2010, is made between AM Oil Resources & Technology Inc., residing in the State of California ("*Sellers*") and Energy Management International, Inc., a Nevada corporation (the "*Buyer*").

RECITALS

WHEREAS, the Buyer desires to acquire from the Sellers, the assets listed on "Exhibit A" attached hereto (the "*Assets*"), and the Sellers desire to sell the Assets to the Buyer, all upon the terms and subject to the conditions of this Agreement; and

WHEREAS, capitalized terms used, and not otherwise defined, in this Agreement shall have the meanings assigned to such terms in Section 7.1(a).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties agree as follows:

ARTICLE 1 TRANSFER OF ASSETS AND LIABILITIES

Section 1.1 Sale and Purchase of the Assets

Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, the Sellers shall sell, convey, assign, deliver and transfer to the Buyer, all of the Assets and the Buyer shall buy and take possession of, all of the Sellers' right, title and interest in and to the Assets (its portable steam generator technology, good will, technical drawing, working drawings, know-how, trade-secrets, patents, trademarks, website and business plan are the assets necessary to consummate this venture).

ARTICLE 2 PURCHASE PRICE

Section 2.1 Purchase Price

As consideration for the Assets and the covenants and agreements of the Sellers made herein, the Buyer shall, at the Closing, issue to Sellers the following:

- i) a stock certificate representing 1 share post split fully paid and non-assessable restricted share of Buyer's Preferred stock ;
- ii) \$100 cash paid directly to the Sellers over the course of the next (30) days, from the proceeds of the Company's offering of shares to the public.
- iii) All of the terms and conditions referenced in the December 7, 2010 LOI remaining into effect throughout the duration of this relations, unless amended by the signing of both the Buyer and the Seller (See Exhibits).

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE SELLERS**

The Sellers represent and warrant to the Buyer as follows:

Section 3.1 Existence and Power

Sellers are AM Oil Resources & Technology Inc. residing in the State of California. All assets referred to herein are located in the State of California. Sellers have all requisite power and authority to own, lease and operate their properties and to carry on their business substantially as now conducted, except where the failure to do so would not have, individually or in the aggregate, a Sellers Material Adverse Effect. For purposes of this Agreement, the term "*Sellers Material Adverse Effect*" means any event, change, occurrence, circumstance or development which has had or, to the Knowledge of the Sellers, would have a material adverse effect on the condition (financial or otherwise), business, assets or results of operations of the Sellers, or that materially adversely affects the ability of the Sellers to consummate the transactions contemplated by this Agreement and the other Transaction Documents or materially impairs or delays the Sellers' ability to perform their obligations hereunder and thereunder.

Section 3.2 Authorization

Sellers have all necessary power and authority to enter into this Agreement and the other Transaction Documents and to consummate the transactions contemplated hereunder and thereunder. The execution, delivery and performance of this Agreement and the other Transaction Documents to be executed and delivered by the Sellers and the consummation by the Sellers of the transactions contemplated hereunder and thereunder have been duly and validly authorized by all necessary action on the part of the Sellers. This Agreement has been and the other Transaction Documents have been, or will be, as applicable, duly executed and delivered by the Sellers and, assuming the due authorization, execution and delivery hereof by the Sellers, constitute, or will constitute, as applicable, legal, valid and binding agreements of the Sellers.

3.3 Governmental Authorization

The execution, delivery and performance by the Sellers of this Agreement and the other Transaction Documents and the consummation by the Sellers of the transactions contemplated hereby and thereby do not require any consent, approval, compliance, exemption, authorization or permit of or other action by, or filing with, any Governmental Authority, other than such requirements which have already been completed, filings and approvals which are not required prior to the consummation of the transactions contemplated by this Agreement and the other Transaction Documents or where the failure of any such consent, approval, compliance, exemption, authorization or permit to be obtained, action to be taken or filing to be made would not have, individually or in the aggregate, a Sellers Material Adverse Effect.

Section 3.4 Non-Contravention

The execution, delivery and performance by the Sellers of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby do not and will not (a) contravene or conflict with or result in any violation or breach of any provision of any agreements the Sellers have entered into with any third parties; (b) assuming compliance with the matters referred to in Section 4.3, contravene or conflict with or result in a violation or breach of any provision of any Requirement of Law or Order binding upon or applicable to the Sellers, or (c) require any consent or other action by any Person under, constitute a default under or give rise to a right of termination, cancellation or acceleration of any right or obligation or to the loss of any benefit or material adverse modification of the effect (including an increase in the price paid by, or cost to, the Sellers) of, or under any provision of any agreement or other instrument to which any Sellers are a party or that is binding upon any Sellers or any license, franchise, permit or other similar authorization held by any Seller or (d) violate, conflict with or result in any breach, default or contravention of (with due notice or lapse of time or both), or the creation or imposition of any Liens on any asset of the Sellers or that would not have, individually or in the aggregate, a Sellers Material Adverse Effect.

Section 3.5 Absence of Certain Changes

Since July 2008, the Sellers have operated their business, in all material respects, in the ordinary course consistent with past practices, and there has not been a Sellers Material Adverse Effect.

Section 3.6 Litigation

No litigation (including derivative actions), arbitration proceeding or governmental investigation or proceeding is pending or, threatened against the Sellers which, if adversely determined, would reasonably be expected to have a Sellers Material Adverse Effect.

Section 3.7 Taxes

The Sellers have timely filed all Tax Returns and reports required to be filed by it and have paid all Taxes as shown to be owed on such returns and reports.

Section 3.8 Title to the Assets

The Sellers have good and marketable title to the Assets, free of all encumbrances and is in compliance with all laws.

(1) The Sellers are in compliance with any Requirement of Law, Order, permit, license or other governmental authorization or approval applicable to its business or by which any of its properties, assets or operations of its business is bound or affected, except for failures to comply or violations that would not have, individually or in the aggregate, a Sellers Material Adverse Effect. To the Sellers' knowledge, since July 2008, the Sellers, in the operation of their business, have not violated any applicable Requirement of Law, Order, permit, license or other governmental authorization or approval, except for violations which, individually or in the aggregate, would not have a Sellers Material Adverse Effect.

(2) The Sellers hold all orders and all consents, permits, licenses, variances,

exemptions and approvals from Governmental Authorities that are material to the operation of their business. The Sellers are in compliance with the terms of such consents, permits, licenses, variances, exemptions, orders and approvals, except where the failure to so comply would not have, individually or in the aggregate, a Sellers Material Adverse Effect.

Section 3.9 Environmental Matters

(1) The Sellers have complied with and is in compliance with all Environmental Laws applicable to its business, except for such instances of noncompliance that would not have, individually or in the aggregate, a Sellers Material Adverse Effect;

(2) The Sellers hold and have held all permits required pursuant to Environmental Laws in connection with its business and is and has been in compliance with such permits, except for the failure to hold such permits and such instances of noncompliance that would not have, individually or in the aggregate, a Sellers Material Adverse Effect; and,

(3) There is no action, suit, claim, investigation or proceeding (whether judicial, arbitral, administrative or other) pending or, to the Sellers' knowledge threatened against Sellers pursuant to Environmental Laws that would have, individually or in the aggregate, a Sellers Material Adverse Effect.

Section 3.10 Insurance

The Sellers will acquire insurances' required by this transaction as needed.

Section 3.11 Accuracy of Statements

The representations and warranties of the Sellers contained in this Agreement, taken together and as modified by any Schedules or Exhibits, do not contain any untrue statement of a material fact and do not omit to state a material fact that would make the representations and warranties untrue in a material respect.

Section 3.12 Finders and Investment Bankers

There is no broker, finder or other intermediary who has been retained by or is authorized to act on behalf of the Sellers who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement and the other Transaction Documents.

Section 3.13 No Other Representations

Except as specifically set forth in this Article IV, the Sellers have not made, and the Sellers agree that they have not relied upon, any other representations or warranties, whether expressed or implied.

Section 3.14 Reliance

The Buyer acknowledges that it and its representatives have had a reasonable opportunity to meet with the Sellers to discuss the Assets and that it has relied upon its own independent investigation of the Assets in reaching the determination to purchase the Assets. The Buyer acknowledges that neither the Sellers nor any other person has made any representation or warranty, expressed or implied, as to the accuracy or completeness of any information regarding the Assets furnished or made available to the Buyer and its representatives, except as expressly set forth in this Agreement.

Section 3.15 No Material Liabilities or Obligations

Sellers have no material liabilities or future obligations contingent, contractual or otherwise including but not limited to notes payable and accounts payable and is not a party to any executory agreements which affect the assets.

**ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE BUYER**

Buyer represents and warrants to the Sellers as follows:

Section 4.1 Corporate Existence and Power

Buyer is a corporation duly organized, validly existing and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business substantially as now conducted, except where the failure to do so would not have, individually or in the aggregate, a Buyer Material Adverse Effect. For purposes of this Agreement, the term "*Buyer Material Adverse Effect*" means any event, change, occurrence, circumstance or development which has had or, to the knowledge of the Buyer, would have a material adverse effect on the condition (financial or otherwise), business, assets or results of operations of the Buyer, or that materially adversely affects the ability of the Buyer to consummate the transactions contemplated by this Agreement and the other Transaction Documents or materially impairs or delays the Buyer's ability to perform its obligations hereunder and thereunder.

Section 4.2 Corporate Authorization

Buyer has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents and to consummate the transactions contemplated hereunder and thereunder. The board of directors of the Buyer has approved this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby, and no further corporate or stockholder action is required on the part of the Buyer in connection with the consummation of the transactions contemplated by this Agreement and the other Transaction Documents. The execution, delivery and performance of this Agreement and the other Transaction Documents to be executed and delivered by the Buyer and the consummation by the Buyer of the transactions contemplated hereunder and thereunder have been duly and validly authorized by all necessary corporate action on the part of the Buyer. This Agreement has been and the other Transaction Documents have been, or will be, as applicable, duly executed and delivered by the Buyer

and, assuming the due authorization, execution and delivery hereof by the Sellers, constitute, or will constitute, as applicable, legal, valid and binding agreements of the Buyer.

Section 4.3 Governmental Authorization

The execution, delivery and performance by the Buyer of this Agreement and the other Transaction Documents and the consummation by the Buyer of the transactions contemplated hereby and thereby do not require any consent, approval, compliance, exemption, authorization or permit of or other action by, or filing with, any Governmental Authority, other than such requirements which have already been completed, filings and approvals which are not required prior to the consummation of the transactions contemplated by this Agreement and the other Transaction Documents or where the failure of any such consent, approval, compliance, exemption, authorization or permit to be obtained, action to be taken or filing to be made would not have, individually or in the aggregate, a Buyer Material Adverse Effect.

Section 4.4 Non-Contravention

The execution, delivery and performance by the Buyer of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby do not and will not (a) contravene or conflict with or result in any violation or breach of any provision of the certificate of incorporation or bylaws of the Buyer, (b) assuming compliance with the matters referred to in Section 4.3, contravene or conflict with or result in a violation or breach of any provision of any Requirement of Law or Order binding upon or applicable to the Buyer, or (c) require any consent or other action by any Person under, constitute a default under or give rise to a right of termination, cancellation or acceleration of any right or obligation or to the loss of any benefit or material adverse modification of the effect (including an increase in the price paid by, or cost to, the Buyer) of, or under any provision of any agreement or other instrument to which any Buyer is a party or that is binding upon any Buyer or any license, franchise, permit or other similar authorization held by any Buyer or (d) violate, conflict with or result in any breach, default or contravention of (with due notice or lapse of time or both), or the creation or imposition of any Liens on any asset of the Buyer or that would not have, individually or in the aggregate, a Buyer Material Adverse Effect.

Section 4.5 Financial Condition

The Buyer has delivered to the Sellers true and correct copies of (i) the financial statements of Buyer for the fiscal year ended December 31, 2009 (the "*Buyer Annual Financials*") and (ii) the unaudited financial statements of the Buyer for the fiscal quarters ended June 30, 2010 and September 30, 2010 (the "*Buyer Interim Financials*"). The Buyer Annual Financials and the Buyer Interim Financials have been prepared in accordance with GAAP and present fairly in all material respects the combined or consolidated financial condition (as applicable) of the applicable entities, as the case may be, as of the dates thereof, and the combined or consolidated results of operations (as applicable) of the applicable entities for the period then ended.

Section 4.6 Absence of Certain Changes

Since October 29, 2009, the Buyer has operated its business, in all material respects, in the ordinary course consistent with past practices, and there has not been a Buyer Material Adverse Effect.

Section 4.7 Litigation

No litigation (including derivative actions), arbitration proceeding or governmental investigation or proceeding is pending or, threatened against the Buyer or any of Buyer's officers or directors which, if adversely determined, would reasonably be expected to have a Buyer Material Adverse Effect.

Section 4.8 Taxes

The Buyer has or will file Tax Returns and reports required to be filed by it and has paid all taxes as shown to be owed on such returns and reports.

Section 4.9 Title to Properties; Leases

The Buyer has good and marketable title to or is under agreement, options or other means and/or intentions to obtain marketable title to, or in the case of leased property and assets, valid leasehold interests in, all of its tangible personal properties and assets used or held for use in the conduct of its business, and such properties and assets are free and clear of any liens.

Section 4.10 Compliance with Laws; Government Approvals

(1) The Buyer is in compliance with any Requirement of Law, Order, permit, license or other governmental authorization or approval applicable to its business or by which any of its properties, assets or operations of its business is bound or affected, except for failures to comply or violations that would not have, individually or in the aggregate, a Buyer Material Adverse Effect. To the Buyer's knowledge, since October 29, 2009 the Buyer, in the operation of its business, has not violated any applicable Requirement of Law, Order, permit, license or other governmental authorization or approval, except for violations which, individually or in the aggregate, would not have a Buyer Material Adverse Effect.

(2) The Buyer holds all orders and all consents, permits, licenses, variances, exemptions and approvals from Governmental Authorities that are material to the operation of its business. The Buyer is in compliance with the terms of such consents, permits, licenses, variances, exemptions, orders and approvals, except where the failure to so comply would not have, individually or in the aggregate, a Buyer Material Adverse Effect.

Section 4.11 Environmental Matters

(1) The Buyer has complied with and is in compliance with all Environmental Laws applicable to its business, except for such instances of noncompliance that would not have, individually or in the aggregate, a Buyer Material Adverse Effect;

(2) The Buyer holds and has held all permits required pursuant to Environmental Laws in connection with its business and is and has been in compliance with such permits, except for the failure to hold such permits and such instances of noncompliance that would not have,

individually or in the aggregate, a Buyer Material Adverse Effect; and

(3) There is no action, suit, claim, investigation or proceeding (whether judicial, arbitral, administrative or other) pending or, to the Buyer's knowledge threatened against Buyer pursuant to Environmental Laws that would have, individually or in the aggregate, a Buyer Material Adverse Effect.

Section 4.12 Insurance

The Buyer is not covered by insurance.

Section 4.13 Accuracy of Statements

The representations and warranties of the Buyer contained in this Agreement, taken together and as modified by any Schedules or Exhibits, do not contain, as known by the Buyer, any untrue statement of a material fact and do not omit to state a material fact that would make the representations and warranties untrue in a material respect.

Section 4.14 Securities and Exchange Commission Filings

The Buyer has filed all forms, reports, schedules, statements and other documents (including all exhibits, annexes, supplements and amendments to such documents) required to be filed by it under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*") and the Securities Act of 1933, as amended (the "*Securities Act*"), (such documents shall be referred to herein as, the "*SEC Reports*"). The SEC Reports, including any financial statements or schedules included or incorporated therein by reference, at the time they were filed, (i) complied in all material respects with the requirements of the Exchange Act or the Securities Act or both, as the case may be, applicable to those SEC Reports and (ii) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated or necessary in order to make the statements made in those SEC Reports, in the light of the circumstances under which they were made, not misleading.

Section 4.15 Finders and Investment Bankers

There is no broker, finder or other intermediary who has been retained by or is authorized to act on behalf of the Buyer who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement and the other Transaction Documents.

Section 4.16 No Other Representations

Except as specifically set forth in this Article IV, the Buyer has not made, and the Sellers agree that they have not relied upon, any other representations or warranties, whether expressed or implied.

Section 4.17 Buyer Reliance

The Buyer acknowledges that it and its representatives have had a reasonable opportunity to meet with the Sellers to discuss the Assets and that it has relied upon its own independent investigation

of the Assets in reaching the determination to purchase the Assets. The Buyer acknowledges that neither the Sellers nor any other person has made any representation or warranty, expressed or implied, as to the accuracy or completeness of any information regarding the Assets furnished or made available to the Buyer and its representatives, except as expressly set forth in this Agreement.

Section 4.18 No Material Liabilities or Obligations

Buyer has disclosed some material liabilities or future obligations contingent, contractual or otherwise including but not limited to notes payable and accounts payable and is may be a party to any executory agreements.

Section 4.19 OTC-Markets Listing

Buyer's common stock is traded on the OTC-Markets (formerly known as the PinkSheets) and is not subject to any notice of suspension or delisting.

Section 4.20 Buyer Not Subject To Bankruptcy

Buyer is not and has not been the subject of any voluntary or involuntary bankruptcy proceedings.

Section 4.21 Capitalization of Buyer

Buyer has 450,000,000 shares of common stock authorized and 50,000,000 shares of preferred stock authorized; 380,500,378 shares of common stock issued and outstanding and has no outstanding options, warrants. The Buyer has several convertible notes for \$75,000 each convertible @ \$.01 per share convertible into shares of Buyer's common stock.

Section 4.22 Blank Check or Shell Company

Buyer is not a "blank check company" as such term is defined by Rule 419 of the Securities Act and has never offered any securities pursuant to Rule 419 of the Securities Act.

Section 4.23 Discontinuance of Present Operations

Should it choose to do so, Buyer can discontinue some of its present business operations without any Buyer Material Adverse Effect.

Section 4.24 Minute Book.

Buyer's Minute Book is accurate, complete and up to date.

**ARTICLE 5
COVENANTS**

Section 5.1 Confidentiality

Sellers and Buyer acknowledge that the transactions described herein are of a confidential nature and Sellers and Buyer agree not to disclose any of such confidential information, except to (i) their respective legal, financial, and accounting advisors, (ii) their lenders, shareholders, officers, and directors, or (iii) as required by law.

Section 5.2 Further Assurances

(1) From time to time following the Closing, at the request of any of the parties and without further consideration, the Buyer or the Sellers, as the case may be, shall cause their applicable Affiliates to, execute and deliver such further documents, perform such further acts, and fully cooperate with each other, as may be reasonably necessary in order to effectively transfer and convey the Assets to the Buyer on the terms herein contained, and to otherwise comply with the terms of this Agreement and the other Transaction Documents.

(2) Each of the parties shall, as promptly as practicable after the Closing Date, make all filings required to be made by it under any Requirement of Law relating to the transactions contemplated by this Agreement and shall cooperate with the other parties with respect to such filings.

Section 5.3 Indemnification

(1) The Sellers agrees to indemnify and hold harmless the Buyer (and its directors, officers, managers, members, employees, successors and assigns, referred to collectively herein as the "*Buyer Indemnified Parties*") from and against any Losses arising out of or relating to any breach by the Sellers of any representation, warranty, covenant or agreement of the Sellers pursuant to this Agreement.

(2) The Buyer agrees to indemnify and hold harmless the Sellers (and its directors, officers, managers, members, employees, successors and assigns, referred to collectively herein as the "*Sellers Indemnified Parties*", and together with the Buyer Indemnified Parties, the "*Indemnitees*") from and against any Losses arising out of or relating to any breach by the Buyer of any representation, warranty, covenant or agreement of the Buyer pursuant to this Agreement.

Section 5.4 Indemnification Procedures

(1) Promptly after discovery or receipt by any Indemnitee of notice of any demand, claim or circumstance which would or might give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "*Asserted Liability*") that may result in Losses, the Indemnitee shall give written notice thereof (the "*Claims Notice*") to the Person or Persons obligated to provide indemnification pursuant to Section 5.3 (collectively, the "*Indemnifying Party*"). The Claims Notice shall describe the Asserted Liability in reasonable detail and shall indicate the amount (estimated, if necessary, and to the extent feasible) of the Losses that have been or may be suffered by the Indemnitee. The Indemnitee shall thereupon give the Indemnifying Party reasonable access to the books, records and assets of the Indemnitee which evidence or support such Claims Notice and any act,

omission or occurrence giving rise to such claim and the right, upon prior notice during normal business hours, to interview any appropriate personnel of the Indemnitee related thereto. Not more than thirty (30) days following receipt of the Claims Notice, the Indemnified Party shall give written notice to the Indemnitee that it either (i) accepts liability for the matter set forth in the Claims Notice, and the amount thereof, or (ii) disputes such liability and/or the amount thereof, and the specific grounds for such dispute. Failure of the Indemnitee to give the notice provided in the preceding sentence within the time period there provided shall have the same effect as notice under clause (i) of the preceding sentence. If the Indemnifying Party gives timely notice to the Indemnitee that it disputes liability for the matter set forth in a Claims Notice, and/or the amount thereof, the parties shall endeavor for a period of twenty (20) days following the Indemnitee's receipt of such notice (the "*Reconciliation Period*") to resolve their differences. Thereafter, any party shall be free to institute litigation to resolve such differences.

(2) The Indemnifying Party may elect to compromise or defend, at its own expense and by its own counsel, any Asserted Liability for which it has accepted, or is deemed to have accepted, liability pursuant to Section 5.4(a). If the Indemnifying Party elects to compromise or defend such Asserted Liability, it shall within thirty (30) days (or sooner, if the nature of the Asserted Liability so requires) notify the Indemnitee in writing of its intent to do so. In such event, the Indemnitee shall cooperate, at the expense of the Indemnifying Party, in the compromise of, or defense against, such Asserted Liability and may also, at its option, choose to participate in such defense or compromise through counsel of its choosing at its expense. If the Indemnifying Party elects not to compromise or defend the Asserted Liability, fails to notify the Indemnitee of its election as herein provided or contests its obligation to indemnify under this Agreement, the Indemnitee may pay, compromise or defend such Asserted Liability. Notwithstanding the foregoing, neither the Indemnifying Party nor the Indemnitee may settle or compromise any claim over the written objection of the other; provided, however, that (i) consent to settlement or compromise shall not be unreasonably withheld or delayed and (ii) the Indemnifying Party may settle claims for monetary damages, only, without the consent of the Indemnitee.

(3) Notwithstanding any other provision contained herein to the contrary, the failure to notify, or any delay in notifying, the Indemnifying Party of an Asserted Liability will not relieve the Indemnifying Party of any liability that it may have to the Indemnitee, except to the extent the Indemnifying Party's position is prejudiced as a result of any failure or delay of the Indemnitee in providing any Claims Notice to such Indemnifying Party.

Section 5.5 Confidential Information

At all times after the Closing Date, the parties and their directors, officers, employees, accountants, consultants, legal counsel, investment bankers, agents and other representatives shall treat in confidence, and shall not use in any manner, information obtained from another party that is confidential or proprietary ("*Confidential Information*"). Confidential Information shall not be communicated to any third Person (other than the parties' respective counsel, accountants, financial advisors or consultants who shall also agree to maintain the confidentiality of, and to not use, the Confidential Information). The obligation to treat Confidential Information in confidence shall not apply to any Confidential Information which (i) is or becomes available to any party from a source other than another party, (ii) is or becomes available to the public other than as a result of disclosure by

such party or (iii) is required to be disclosed under applicable law or judicial process, but only to the extent it must be disclosed.

ARTICLE 6 CLOSING

Section 6.1 Closing Date and Place

The closing of the transactions contemplated hereby (the "*Closing*") will take place as determined by the parties (the "*Closing Date*").

Section 6.2 The Sellers' Closing Obligations

The Sellers shall deliver to Buyer duly executed bills of sale and assignment, and such other documents or instruments of conveyance, transfer or assignment, as are necessary or reasonably appropriate to vest or confirm in the Buyer, all of the Sellers' right, title and interest in and to all of the Assets, all of which documents shall be in form and substance reasonably satisfactory to counsel for the Buyer.

Section 6.3 The Buyer's Closing Obligations

At the Closing, the Buyer shall deliver to Sellers (a) the Purchase Price within 30 days after the Closing Date; (b) within 10 days after the Closing Date certified copies of the resolutions of the board of directors of the Buyer approving the transactions contemplated by this Agreement including the appointment of such officers and directors effective at the Closing; (c) the Seller shall deliver to Buyer duly executed bills of sale and assignment, and such other documents or instruments of conveyance, transfer or assignment, as are necessary or reasonably appropriate to vest or confirm in the Buyer all of Sellers' right, title and interest in and to all of the Assets, all of which documents shall be in form and substance reasonably satisfactory to counsel for the Buyer; (d) good standing certificates from jurisdiction of incorporation and any other jurisdiction in which Seller is required to be qualified to engage in business.

ARTICLE 7 MISCELLANEOUS

Section 7.1 Definitions

(1) As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings indicated:

"Affiliate" means with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person.

"Business Day" means any day other than a Saturday, Sunday or a federal holiday, and shall consist of the time period from 12:01 a.m. through 12:00 midnight Eastern Time.

"Contingent Obligation" means any agreement, undertaking or arrangement by which any Person guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to or otherwise to invest in a debtor, or otherwise to assure a creditor against loss) any indebtedness, obligation or other liability of any other Person (other than by endorsements of instruments in the course of collection or other similar transactions in the ordinary course of business), or guarantees the payment of dividends or other distributions upon the shares of any other Person. The amount of any Person's obligation in respect of any Contingent Obligation shall (subject to any limitation set forth therein) be deemed to be the principal amount of the debt, obligation or other liability supported thereby.

"Contract" means any oral or written license agreement, lease, franchise, contract, agreement, commitment or other binding arrangement (including any amendments, modifications, extensions or replacements thereof) used in and related to the Brands, which, for the avoidance of doubt, excludes all Contracts related to software.

"Environmental Laws" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. § 11001 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act (Federal Water Pollution Control Act), 33 U.S.C. § 1251 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., as any of the above statutes have been or may be amended from time to time, all rules and regulations promulgated pursuant to any of the above statutes, and any other foreign, federal, state or local law, statute, ordinance, rule or regulation governing Environmental Matters, as the same have been or may be amended from time to time, and all applicable judicial and administrative decisions, orders, and decrees relating to Environmental Matters.

"Environmental Matter" means any matter arising out of, relating to, or resulting from pollution or protection of the environment.

"GAAP" means the generally accepted accounting principles in the United States as defined by controlling pronouncements of the Financial Accounting Standards Board, as from time to time supplemented and amended.

"Governmental Authority" means any domestic, foreign, international, national, federal, state, provincial or local governmental, regulatory or administrative authority, agency, commission, court, tribunal, arbitral body or self-regulated entity.

"Knowledge" means with respect to any Person, the actual knowledge of the Person and its affiliates following reasonable inquiry in the context of such affiliates' day-to-day responsibilities and not specifically for the purpose hereof.

"Losses" mean any claims, actions, proceedings, losses, liabilities, damages, costs and

expenses including, without limitation, reasonable fees and expenses of counsel incurred by the applicable Indemnitees in any claim, action or proceeding.

"Order" means any order, judgment, injunction, award, decree or writ handed down or imposed by any Governmental Authority.

"Person" means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, Governmental Authority or other entity of any kind, and shall include any successor (by merger or otherwise) to such entity.

"Requirement of Law" means, as to any Person, any law, statute, treaty, rule, regulation, right, privilege, qualification, license, franchise or determination of an arbitrator or a court or other Governmental Authority or stock exchange, in each case applicable or binding upon such Person or any of its property or to which such Person or any of its property is subject or pertaining to any or all of the transactions contemplated or referred to herein.

"Tax Returns" means all returns and reports required to be supplied to a tax authority relating to taxes.

"Transaction Documents" means, collectively, this Agreement, the Bill of Sale and Assignment documents, and any other documents delivered pursuant to this Agreement.

(2) The following capitalized terms are defined in the following Sections of this Agreement:

Term	Section
Agreement	Preamble
Assets	Recitals
Buyer	Preamble
Buyer Annual Financials	4.5
Buyer Indemnified Parties	5.3(1)
Buyer Interim Financials	4.5
Buyer Material Adverse Effect	4.1
Closing	6.1
Closing Date	6.1
Confidential Information	5.15
Exchange Act	4.14
Indemnifying Party	5.4(1)
Indemnitees	5.3(2)
Liens	3.4
Securities Act	4.14
Sellers	Preamble
Sellers' Indemnified Parties	5.3(2)
Sellers' Material Adverse Effect	3.1

Section 7.2 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial

(1) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THEREOF. EACH OF THE PARTIES HERETO AGREES THAT ANY LEGAL ACTION BETWEEN THE PARTIES RELATING TO THE PERFORMANCE OF THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT OF THE TERMS HEREOF OR THEREOF, SHALL EXCLUSIVELY BE BROUGHT IN THE STATE OR FEDERAL COURTS OF THE STATE OF NEVADA, HAVING JURISDICTION OF THE SUBJECT MATTER THEREOF, AND EACH PARTY IRREVOCABLY CONSENTS TO PERSONAL JURISDICTION IN ANY SUCH STATE COURT, WAIVES ANY RIGHT TO OBJECT TO SUCH VENUE OR TO ASSERT THE DEFENSE OF FORUM NON-CONVENIENS, AND AGREES THAT SERVICE OF COMPLAINT OR OTHER PROCESS MAY BE MADE BY CERTIFIED OR REGISTERED MAIL ADDRESSED TO SUCH PARTY AT THE ADDRESS SET FORTH IN SECTION 7.11.

(2) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

Section 7.3 Exhibits

Each Exhibit referred to herein is incorporated into this Agreement. Such Exhibits need not be physically attached hereto to be valid and binding if it is appropriately identified on its face.

Section 7.4 Entire Agreement; Construction

(1) This Agreement and the other Transaction Documents (including all agreements and other documents contemplated herein and therein) constitute the entire agreement among the parties relating to the subject matter hereof and supersedes any prior understandings or agreements, written or oral, that relate to the subject hereof (including the terms of the letter of Intent dated December 7, 2010).

(2) This Agreement and the other Transaction Documents may not be assigned without the prior written consent of the other parties hereto;

(3) This Agreement and the other Transaction Documents may not be amended except by a writing that specifically references this Agreement and the other Transaction Documents, as applicable, and that is signed by each party to this Agreement and the other Transaction Documents, as applicable, provided that any amendment requiring approval of the stockholders of the Buyer under Requirements of Law may not be made without the requisite approval of those stockholders. The parties agree that each of them participated in the preparation and negotiation of this Agreement and the other Transaction Documents and the agreements contemplated hereby and thereby and that none of this Agreement and the other Transaction Documents nor any of the agreements contemplated hereby or thereby shall be construed against any party by virtue of the fact that any party prepared or drafted such agreements. Nothing in this Agreement and the other Transaction Documents, expressed or implied, is intended or shall be construed to confer upon, or create in, any Person other than the parties and their respective successors and permitted assigns and Indemnitees any right, remedy, claim or obligation under or by reason of this Agreement and the other Transaction Documents, as the case may be.

Section 7.5 Interpretation

The table of contents and headings in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement. Definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. All references in this Agreement to Articles, Sections and Exhibits shall be deemed to be references to Articles and Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument referred to herein shall mean such

agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

Section 7.6 Severability

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability or the other provisions of this Agreement. If any provision of this Agreement, or the application of that provision to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted for that provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and (b) the remainder of this Agreement and the application of the provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of the provision, or the application of that provision, in any other jurisdiction.

Section 7.7 Waiver

At any time, the Buyer, on the one hand, and the Sellers, on the other hand, may (a) extend the time for the performance of any of the obligations of the other party or parties, as the case may be, (b) waive any inaccuracies in the representations and warranties of the other party or parties, as the case may be, contained in this Agreement or in any document delivered under this Agreement or (c) subject to Requirements of Law, waive compliance with any of the covenants or conditions contained in this Agreement. Any agreement on the part of a party to any extension or waiver shall be valid only if set forth in an instrument in writing signed by such party. The failure of any party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

Section 7.8 Survival

All representations and warranties contained in this Agreement shall survive the Closing for a period of one (1) year (the "*Expiration Date*"). Any representation, warranty or indemnity which is the subject of a claim or dispute asserted in writing (or the subject of a proceeding) on or prior to the Expiration Date shall survive with respect to such claim or dispute until its final, non-appealable resolution.

Section 7.9 Counterparts: Facsimile

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. Signature pages exchanged by fax shall be fully binding.

Section 7.10 Expenses

Each party shall pay all costs and expenses incurred or to be incurred by, or on behalf of, such party and its Affiliates in negotiating and preparing this Agreement and carrying out the transactions contemplated hereby, including, without limitation, the fees and expenses of attorneys, investment bankers, finders, brokers, accountants and other professionals.

Section 7.11 Notices

Notices hereunder shall be in writing and in tangible form (rather than by e-mail or similar electronic form) and served by certified United States Mail, express overnight delivery, or facsimile, and shall be deemed effective upon receipt. Notices to the Buyer shall be addressed to:

26873 Sierra Hwy, #314 Santa Clarita, California 91321

Notices to the Sellers shall be addressed to:

with a copy to

The Executive Office at: 6754 Cochrane Dr, Meridian, ID 83642

Section 7.12 Remedies: Specific Performance

Except as otherwise provided in this Agreement, any and all remedies expressly conferred upon a party shall be cumulative with and not exclusive of any other remedy contained in this Agreement, at law or in equity and the exercise by a party of any one remedy shall not preclude the exercise of any other remedy. The parties to this Agreement agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (without proving actual damages or posting a bond or other security), this being in addition to any other remedy to which they are entitled at law or in equity.

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first above written.



By: Anthony K. Miller, President & CEO with Board Approval

SELLERS:

AM Oil Resources & Technology Inc.
26873 Sierra Hwy. #341
Santa Clarita, California 91321
661 347-0641



Signatory

By: Howard Dunn with Board Approval
Its: President & Director

BUYER:

Energy Management International, Inc.
8023 Vantage Drive
Suite 680
San Antonio, TX
United States, 78230

Executive Office: *(Office for Mail)*
6754 Cochrane Dr.
Meridian, ID 83642

EXHIBIT A

- *U.S. Patent 5,979,549 and US Patent 6,129,148 Assigned to AM Oil Resources & Technology*
- *Complete set of Working Drawings for construction of complete 5 Million BTU Portable Steam generator including electrical schematics*
- *Complete set of Working Drawings for construction of complete 10 Million BTU Portable Steam generator including electrical schematics and Engineering firm that has built 2 of these devices so far.*
- *Engineering Data regarding heat transfer and heat exchange calculations*
- *Plans and engineering for Construction for a 40 foot trailer mounted Bio-Diesel plant capable of producing 1,000 gallons of Bio-Diesel utilizing virgin or recycled feed stock*
- *Business Plan for AM Oil detailing marketing and technology which includes partnership and alliances.*
- *15 years Good-Will oil field experience and contacts in the Oil industry in Oklahoma, Kansas and California along with contractors and consultants... along with collective 20 years on public company experience and contacts.*
- *Website: www.amoilresources.com*
- *Pending Trademark: AM Oil Resources & Technology, Inc.*
- *Interim Financials up to June 30, 2010 which describes the business model's asset value as \$4.9 million*
- *1 stock Certificate evidencing ownership of 100% of the issued and outstanding common shares of AM Oil Resources & Technology, Inc. endorsed to Energy Management International... no preferred shares, options or warrants have been issued.*

EXHIBIT B

- *The December 7, 2010 LOI incorporated by reference as executed and as needed amended by the Buyer and Seller.*
- *3 years of due diligence... documents available upon request.*

Item 9 Certifications.

I, William A. Petty, certify that: 1. I have reviewed this annual report statement of Energy Management International, Inc.; 2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and 3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Monday, May 9, 2011

/S/ William A. Petty

William A. Petty
Chief Executive Officer

I, Howard B. Dunn, certify that: 1. I have reviewed this annual report statement of Energy Management International, Inc.; 2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and 3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Monday, May 9, 2011

/S/ Howard Dunn

Howard Dunn
President

Item 10. Attachments.

**ATTACHMENT A
Oil and Gas Producing Activities**

1. PRODUCTION

Production Data for issuer's oil and gas properties as consolidated for 2009 and 2010. The assets were not held for a period longer than two years.

A. Year 2010

1. Average sales price (including transfers) per unit of oil produced and of gas produced;
 - i. Gross sales price was \$76.65 per Barrel (BBL).
 - ii. Net sales price to issuer after severance taxes (8.35%), royalties and adjusted for percent interest in production was \$(31.27) per BBL.
2. Average production cost (lifting cost) per unit of production.
 - i. Joint lease interest cost was \$88 per BBL.
 - ii. Net issuer cost was \$44.08 per BBL.

B. Year 2009

1. Average sales price (including transfers) per unit of oil produced and of gas produced;
 - i. Gross sales price was \$36 per Barrel (BBL).
 - ii. Net sales price to issuer after severance taxes (8.35%), royalties and adjusted for percent interest in production was \$14.86 per BBL.
2. Average production cost (lifting cost) per unit of production.
 - i. Joint lease interest cost was \$21 per BBL.
 - ii. Net issuer cost was \$10.68 per BBL.

2. PRODUCTIVE WELLS AND ACREAGE.

A. Issuer's 2010 year-end Gross and Net producing oil and gas wells.

- a. The issuer has a gross total of 8 producing wells.
- b. The issuer has a net interest total of 3.2 producing wells.
- c.

B. Issuer's 2010 year end Gross and Net developed property.

The issuer's lease interest holdings are perpetual unless joint lease owner production stops.

- a. Issuer has a consolidated gross developed property consisting of 435 acres. The productive well spacing allowance is understood to be one well per 20 acres.
- b. Issuer has a consolidated net developed property interest of 174 acres.

C. Issuer's 2010 year end Gross and Net undrilled property.

- a. Issuer has a consolidated gross undrilled property consisting of 80 acres. The productive well spacing allowance is understood to be one well per 20 acres.
- b. Issuer has a consolidated net undrilled property interest of 32 acres.

3. UNDEVELOPED ACREAGE

A. Issuer's 2010 year end Gross and Net undeveloped property.

The issuer has no undeveloped acreage interests.

4. DRILLING ACTIVITY

A. The issuer has not completed any drilling activity.

5. PRESENT ACTIVITIES

A. The issuer's present activities, include the drilling and completion of a new well for which the issuer has a net interest of 40% (1 gross well, .4 net well). Drilling and well-logging has been completed and evaluated to indicate that completion is beneficial. Completion is partially completed and will require issuer to provide approximately \$70,000-\$100,000 to finish.

The issuer reporting for the consolidated properties is continuing to improve the pressure maintenance and waterflood activities required to produce and improve production on the properties.

6. DELIVERY COMMITMENTS

Issuer does not have any delivery requirements production is sold at market demand.

COPIES OF THIS INFORMATION AND DISCLOSURE STATEMENT ARE AVAILABLE FROM THE ISSUER UPON REQUEST.