

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

JAN 14 2013

TIM RHODES  
COURT CLERK

Oklahoma Department of Securities )  
*ex rel.* Irving L. Faught, )  
Administrator, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
David Warren Harris, an individual, )  
 )  
Defendant. )

Case No. CJ-2012-2604  
Judge Barbara G. Swinton

**RESPONSE OF OKLAHOMA DEPARTMENT OF SECURITIES TO  
DEFENDANT'S MOTION TO DISMISS FOR LACK OF JURISDICTION**

Plaintiff, Oklahoma Department of Securities, *ex rel.* Irving L. Faught, (Department), for its response to the Defendant's Motion to Dismiss for Lack of Jurisdiction, alleges and states as follows:

**INTRODUCTION**

This case involves violations by David Warren Harris (Defendant) of the Oklahoma Uniform Securities Act of 2004 ("Act"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2011). Specifically, the Department alleges that Defendant offered and sold unregistered securities in violation of Section 1-301 of the Act and acted as an unregistered agent in violation of Section 1-402 of the Act. The Department brought this action against Defendant who acted as an agent of Southlake Energy, Inc., a Texas oil and gas company, (Southlake Energy) to offer and/or sell oil and gas investments in and/or from Oklahoma.

Defendant filed a motion seeking the dismissal of the Department's case by relying on what he claims to be "Undisputed Material Facts." The Department takes issue with this

characterization as these “Undisputed Material Facts” are disputed by the Department through the evidence that supports the Department’s case against Defendant.

The Department learned of Defendant’s securities activities in the investigation of a securities case in which the Defendant offered and sold securities in the nature of promissory notes to investors in and/or from Oklahoma. The Administrator of the Department initiated an investigation into the offer and sale of the promissory notes in January, 2011, and in August, 2011, issued an order to cease and desist against Defendant for offering and selling unregistered securities and acting as an unregistered agent in violation of the Oklahoma Securities Act. *See* Exhibit “1.” During its investigation of the promissory note scheme, the Department became aware that Defendant was soliciting investors for the oil and gas investment that is the subject of this case.

#### **STATEMENT OF THE CASE**

Defendant initiated contact with Southlake Energy in December, 2010. *See* Exhibit “2.” According to the Affidavit of Mark Teinert, President of Southlake Energy, Defendant called Mark Teinert (Teinert) in approximately December, 2010, to express his interest in finding potential investors for Southlake Energy. *See* Exhibit “2.” Defendant visited the company’s offices in Fort Worth, Texas, where he met with Teinert to view the operations and projects of Southlake Energy. *See* Exhibit “2.” After returning to Oklahoma, Harris drafted, signed and sent Teinert a document entitled “Consulting Agreement Southlake Energy-David Harris” (Agreement). *See* Exhibit “2.” Teinert also signed the document and returned it to Defendant. *See* Exhibit “2.” The Agreement provided that Defendant would “identify, introduce and present project information to potential funding sources” for the financing of Southlake Energy projects. *See* Exhibit “2.” It required Southlake Energy to pay to Defendant a fee in the amount of twelve

percent (12%) of the amount invested by a person or entity first introduced by Defendant to Southlake Energy. *See* Exhibit “2.”

The Agreement provided that Southlake Energy would make available to Defendant “all financial and other information concerning the projects for which Consultant [Defendant] is seeking financing or investment.” *See* Exhibit “2.” It also required Southlake Energy to prepare and furnish Defendant with specified project materials that Southlake Energy authorized Defendant to transmit to prospective investors. *See* Exhibit “2.”

Pursuant to the Agreement, Teinert provided Defendant with copies of the Southlake Energy private placement memorandum and with various documents describing the projects of Southlake Energy for which he would seek investors. *See* Exhibit “2.” Further, Teinert received from Defendant the names of individuals interested in investing with Southlake Energy. *See* Exhibit “2.” If an individual invested, Teinert would send copies to Defendant of the information sent to the referred individual as required by the Agreement. *See* Exhibit “2.” Southlake Energy sent compensation in the form of checks made payable to Defendant and wire transfers to Defendant’s bank account after receipt by Southlake Energy of funds from investors referred by Defendant. *See* Exhibit “2.”

### ARGUMENTS AND AUTHORITIES

**1. The Oklahoma Securities Act applies to any offer to sell securities that originates from Oklahoma.**

The United States Supreme Court has established that remedial legislation such as the Act should be broadly construed to effectuate its purpose. *Tcherepnin v. Knight*, 389 U.S. 332, 336, 88 S.Ct. 548, 553 (1967). The scope and purpose of the Act is to protect investors in securities transactions that have a significant nexus to Oklahoma. Defendant seeks to distance himself from his securities activities by offering this Court examples, under the description

“Undisputed Material Facts,” to demonstrate his purported lack of activity in Oklahoma in connection with his relationship with Southlake Energy. The Department disputes these examples as being merely Defendant’s characterization of certain of the circumstances of the transactions. Despite these differences, it is clear that Defendant’s activities fall under the jurisdiction of the Act based on his initiation of contact, and structuring of the details of the Agreement, with Southlake. *See* Exhibit “2.”

Defendant also admitted that he had conversations with all persons he calls his “leads.” *See* Exhibit “3,” *Deposition of David Harris*, 40:1-3; 46:3-4. Nowhere in the Agreement is there a reference to the term “leads.” *See* Exhibit “2.” Defendant has never provided any evidence that he forwarded “leads” to Southlake Energy and testified he does not have copies of these “leads.” *See* Exhibit “3,” *Deposition of David Harris*, 33:22-24. By calling his contacts “leads,” Defendant is attempting to elevate form over substance thus ignoring the reality of the transactions with investors and Southlake Energy. The United States Supreme Court specifies that in securities transactions “form is to be disregarded over substance and the emphasis should be on the economic reality” of the transaction. *United Housing Foundation, Inc. v. Forman*, 421 U.S. 837, 848, 95 S. Ct. 2051, 2058 (1975).

**2. The Oklahoma Securities Act does not require that the parties to an offer be present in the state.**

In Oklahoma, like most states, the jurisdictional provisions of the Act apply when a person sells or offers to sell a security in this state. Okla. Stat. tit. 71, § 1-610 (2011). Section 1-610(C) of the Act specifies the following:

For the purpose of this section, an offer to sell or to purchase a security is made in this state, **whether or not either party is then present in this state**, if the offer:

1. Originates from within this state; or
2. Is directed by the offeror to a place in this state and received at the place to which it is directed.

Okla. Stat. tit. 71, § 1-610(C) (2011) (emphasis added).

Section 1-610 applies if there is sufficient evidence from which the trier of fact could conclude that the offers to sell an investment originated in Oklahoma. *See State v. Jacobs*, 55 Or App 406, 637 P2d 1377 (1981), Sup Ct review denied, (statute addressed is similar to predecessor to § 1-610). The same standard is found in the Uniform Securities Act of 1956 (USA), the Revised Uniform Securities Act of 1985 (RUSA) and the Uniform Securities Act of 2002 (USA 2002). Professor Louis Loss, in his final commentary to the USA stated “one thing which is quite clear is that a person may violate the law of a given state, even criminally, without ever being in the state or performing within the state every act necessary to complete the offense.” See Uniform Securities Act §414 comment (National Conference of Commissioners on Uniform State Laws 1956). Defendant was in fact present in the state of Oklahoma at the time the offers of the investments were made. *See Exhibit “3,” Deposition of David Harris*, 6:21-22; 8:13-23; 9:1-2.

**3. The Oklahoma Securities Act can apply when any portion of the selling process occurs in Oklahoma.**

The factors to be weighed in determining whether an offer originated from Oklahoma cannot be relegated to a simple geographic test. In *Newsome v. Diamond Oil Producers, Inc.*, [1982-1984 Transfer Binder] Blue Sky L. Rptr. (CCH) ¶71,869 (D.C. Okla. 1983), a case involving a jurisdictional challenge over the offers and sales of oil and gas interests, the Tulsa County District Court stated “the Act will apply when any portion of the selling process of

securities” occurs in Oklahoma.” ¶71,869 “Moreover, the public interest in preventing this state from becoming a ‘springboard’ for unscrupulous securities promoters deserves strong consideration.” *Newsome v. Diamond Oil Producers, Inc, supra*. The *Newsome* Court further cautioned:

An interpretation of Oklahoma law which would create a ‘safe harbor’ from which a securities promoter could operate with impunity, so long as he never ventured into the states in which the purchasers of his ventures reside, is not compatible with the purposes of the Act. *Id.*

In this matter, it was through their contact with Defendant that certain investors were first directed by Defendant to the oil and gas investments in which they ultimately invested. Defendant knew that Southlake Energy was looking for investors who had money available to invest and were interested in earning income from the investment. *See Exhibit “3,” Deposition of David Harris, 24:15-25; 25: 1-7.* His opinion was that the company had a good investment return that was “well above what the normal was at the time” and “more than ten percent.” *See Exhibit “3,” Deposition of David Harris, 30:10-22.* Credit to Defendant for the offers and sales was demonstrated in the payment of compensation by Southlake Energy, the issuer of the securities, in the form of commissions, for each sale that originated with Defendant, not simply from a referral of a list of names. Confirmation that Southlake Energy and Defendant honored their Agreement regarding the payment of 12% of the successful investment is confirmed in the example of the Sixty Thousand Dollar (\$60,000) investment made by Defendant’s father from which Defendant received a commission of twelve percent (12%) of the purchase price or Seven Thousand Two Hundred Dollars (\$7,200.) *See Exhibit “3,” Deposition of David Harris, 31:15-24.* Thus, Defendant played an integral role in the offering of securities as the investors would never have known of the investment if not for their initial contact with Defendant.

Relying on the idea that legislative language must support the basis for jurisdiction, Defendant errs in his argument regarding the “Oklahoma connection” to an offer and sale of securities by incorrectly restricting the scope of such connection. Instead, one of the jurisdictional bases established by the Oklahoma Legislature is simply whether an offer or sale *originated* from Oklahoma.

Oklahoma has a legitimate interest in applying its securities laws to activity designed to allow Defendant to profit from originating the offer and sale of securities in and from Oklahoma. *See Barnebey v. E.F. Hutton & Co.*, 715 F.Supp. 1512 (D.C. FL. 1989); *Lintz v. Carey Manor Limited*, 613 F.Supp. 543 (D.C VA. 1985.)

Defendant cites two Oklahoma cases for the limited proposition that the purpose of the Oklahoma securities laws and the charge of the Department is to protect Oklahoma investors and to prevent fraudulent securities schemes from occurring in Oklahoma. However, these cases do much more. In *Brock v. Hines*, 1924 OK 133, 223 P. 654, the Supreme Court said:

The purpose of [the securities laws], as gathered from the title considered together with the context of the act, appears to be twofold: First, to prevent stock brokers and promoters from perpetrating frauds and impositions on unsuspecting investors in hazardous undertakings; second, to protect credulous and incompetent persons from their own inclinations to speculate in hazardous enterprises, entered into on their own account or on the advice of friends, though not brought about by interested promoters or stock brokers.

The objects, then, are to prevent fraud and unfair dealing in securities, as well as to prevent honest people, free from sinister influences, from investing in uncertain, ephemeral, ‘get rich quick’ stocks and securities. *Id.*

Likewise, the Oklahoma Court of Criminal Appeals applies similar broad language in describing the purpose of the securities laws. *See Hornaday v. State*, 1922 OK CR 109, 208 P. 228.

## CONCLUSION

Clearly, the offers to investors originated from within this state when investors learned of the investment from Defendant, who was in Oklahoma. Defendant even designed the Agreement that controlled his securities activities with and on behalf of Southlake Energy. By originating the contact with investors and directing them to their investments with Southlake Energy, Defendant was the most critical rung in the securities transactions. As such, the securities laws of Oklahoma and the regulatory jurisdiction of the Department are applicable to the securities transactions of Defendant. Defendant cannot be permitted to hide behind his denials when his own document, acceptance of compensation for purchases by investors and previous securities violations prove a firm jurisdictional basis for this action. The Department respectfully requests that the Court deny the Defendant's motion to dismiss.

Respectfully submitted,

OKLAHOMA DEPARTMENT OF SECURITIES  
Irving L. Faught, Administrator

By:



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Robert Fagnant, OBA #30548  
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120 North Robinson, Suite 860  
Oklahoma City, Oklahoma 73102  
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STATE OF OKLAHOMA  
DEPARTMENT OF SECURITIES  
FIRST NATIONAL CENTER, SUITE 860  
120 NORTH ROBINSON  
OKLAHOMA CITY, OKLAHOMA 73102



In the Matter of:

Buy Car Notes.com, Inc.,  
Invest In Car Notes.com, Inc.,  
Bill R. Thompson and David Harris,

Respondents.

ODS File No. 11-048

NOTICE OF SERVICE ON THE ADMINISTRATOR  
AND  
AFFIDAVIT OF COMPLIANCE

STATE OF OKLAHOMA    )  
  )    SS.  
COUNTY OF OKLAHOMA )

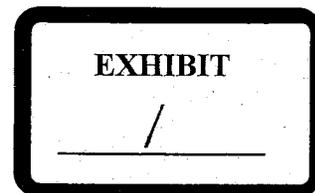
The undersigned affiant, of lawful age, being first duly sworn upon oath deposes and states:

1. That he is the Administrator of the Oklahoma Department of Securities ("Department").

2. That the attached copy of the *Order to Cease and Desist and Notice of Opportunity for Hearing* ("Order and Notice") was delivered to Affiant in the office of the Administrator of the Department ("Administrator") pursuant to Section 1-611 of the Oklahoma Uniform Securities Act ("Act"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (Supp. 2009).

3. That the Administrator has received service of process on behalf of Respondents pursuant to Section 1-611 of the Act.

4. That a copy of the *Order and Notice*, and a copy of this *Notice of Service on the Administrator and Affidavit of Compliance*, are being sent this 31st day of August, 2011, by certified mail, return receipt requested, delivery restricted to addressee, to the last known address of Respondents, in compliance with Section 1-611 of the Act.



5. That this Affidavit of Compliance is declared filed of record as of the date set forth below in compliance with Section 1-611 of the Act.

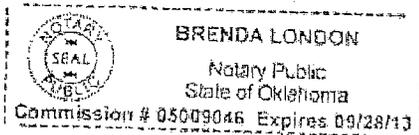
FURTHER AFFIANT SAYETH NOT.

Dated this 31st day of August, 2011.

(SEAL)

  
Irving L. Faight, Administrator

Subscribed and sworn to before me this 31st day of August, 2011.



  
Brenda London  
Notary Public

STATE OF OKLAHOMA  
DEPARTMENT OF SECURITIES  
FIRST NATIONAL CENTER, SUITE 860  
120 NORTH ROBINSON  
OKLAHOMA CITY, OKLAHOMA 73102



In the Matter of:

Buy Car Notes.com, Inc.,  
Invest In Car Notes.com, Inc.,  
Bill R. Thompson and David Harris,

Respondents.

ODS File No. 11-048

**ORDER TO CEASE AND DESIST**  
**AND**  
**NOTICE OF OPPORTUNITY FOR HEARING**

**Order to Cease and Desist**

Pursuant to the Oklahoma Uniform Securities Act of 2004 (Act), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (Supp. 2009), an investigation was conducted by the Oklahoma Department of Securities (Department) into the activities of Buy Car Notes.com, Inc., Invest In Car Notes.com, Inc., Bill R. Thompson and David Harris, (collectively, "Respondents"), in connection with the offer, sale and/or purchase of securities in and/or from Oklahoma. Based thereon, the following Findings of Fact, Authorities, and Conclusions of Law are presented in support of sanction(s) against Respondents.

**Findings of Fact**

1. Buy Car Notes.com, Inc. (Buy Car Notes) is an Oklahoma corporation with its principal place of business in Oklahoma. At all times relevant hereto, Buy Car Notes was controlled by Bill R. Thompson and David Harris.
2. Invest In Car Notes.com, Inc. (Invest in Car Notes) is an Oklahoma corporation with its principal place of business in Oklahoma. At all times relevant hereto, Invest in Car Notes was controlled by Bill R. Thompson and David Harris.
3. Bill R. Thompson (Thompson), an individual, is the President of Buy Car Notes and Invest in Car Notes. Thompson is not, and at all times material hereto was not, registered in any capacity under the Act.
4. David Harris (Harris), an individual, is a principal of Buy Car Notes and Invest in Car Notes. Harris is not, and at all times material hereto was not, registered in any capacity under the Act.

5. Beginning in March, 2010, Respondents solicited money in and/or from the state of Oklahoma from Oklahoma and out of state residents (Investors) for the purchase of note purchase agreements (Note Purchase Investments). The solicitations originated primarily from the Buy Car Notes and Invest in Car Notes websites and through a YouTube video presentation on the Internet.

6. Respondents offer Investors between 8.5% to 21% yearly returns, paid monthly, for the Note Purchase Investments. Respondents represent that no work is required on the part of Investors and that the Note Purchase Investments are 100% guaranteed by Respondents. Respondents also represent that they will replace any note that defaults with a good, paying car note and there will be no effect on Investors' monthly income.

7. The Note Purchase Investments are not and were not registered under the Act and no filing to claim an exemption from registration was filed under the Act.

To the extent any of these Findings of Fact are more properly characterized as Conclusions of Law, they should be so considered.

#### Authorities

1. Section 1-102 of the Act provides in pertinent part:

2. "Agent" means an individual, other than a broker-dealer, who represents a broker-dealer in effecting or attempting to effect purchases or sales of securities or represents an issuer in effecting or attempting to effect purchases or sales of the issuer's securities. A partner, officer, or director of a broker-dealer or issuer, or an individual having a similar status or performing similar functions is an agent only if the individual otherwise comes within the term.

\* \* \*

19. "Issuer" means a person that issues or proposes to issue a security[.]

\* \* \*

32. "Security" means a note; stock; treasury stock; security future; bond; debenture; evidence of indebtedness; certificate of interest or participation in a profit-sharing agreement; collateral trust certificate; preorganization certificate or subscription; transferable share; investment contract; voting trust certificate; certificate of deposit for a security; fractional undivided interest in oil, gas, or other mineral rights; put, call, straddle, option, or privilege on a security, certificate of deposit, or group or index of securities, including an interest therein or based on the value thereof; put, call, straddle, option, or privilege entered into on a national securities exchange relating to foreign currency; or, in general, an interest or instrument commonly known as a "security," or a certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing. The term:

\* \* \*

- d. includes as an "investment contract" an investment in a common enterprise with the expectation of profits to be derived primarily from the efforts of a person other than the investor and a "common enterprise" means an enterprise in which the fortunes of the investor are interwoven with those of either the person offering the investment, a third party, or other investors[.]

2. Section 1-301 of the Act provides in part:

It is unlawful for a person to offer or sell a security in this state unless:

1. The security is a federal covered security;
2. The security, transaction, or offer is exempted from registration under Sections 6 through 8 of this act [Sections 1-201 through 1-203 of this title]; or
3. The security is registered under this act.

3. Section 1-402 of the Act provides in pertinent part:

A. It is unlawful for an individual to transact business in this state as an agent unless the individual is registered under this act as an agent or is exempt from registration as an agent under subsection B of this section.

\* \* \*

D. It is unlawful for a broker-dealer, or an issuer engaged in offering, selling, or purchasing securities in this state, to employ or associate with an agent who transacts business in this state on behalf of broker-dealers or issuers unless the agent is registered under subsection A of this section or exempt from registration under subsection B of this section.

4. Section 1-602 of the Act provides in part:

A. The Administrator may:

1. Conduct public or private investigations within or outside of this state which the Administrator considers necessary or appropriate to determine whether a person has violated, is violating, or is about to violate this act or a rule adopted or order issued under this act, or to aid in the enforcement of this act or in the adoption of rules and forms under this act[.]

5. Section 1-604 of the Act provides in pertinent part:

A. If the Administrator determines that a person has engaged, is engaging, or is about to engage in an act, practice, or course of business constituting a violation of this act or a rule adopted or order issued under this act or constituting a dishonest or unethical practice or that a person has materially aided, is materially aiding, or is about to materially aid an act, practice, or course of business constituting a violation of this act or a rule adopted or order issued under this act or constituting a dishonest or unethical practice, the Administrator may:

1. Issue an order directing the person to cease and desist from engaging in the act, practice, or course of business or to take other action necessary or appropriate to comply with this act[.]

\* \* \*

B. An order under subsection A of this section is effective on the date of issuance. Upon issuance of the order, the Administrator shall promptly serve each person subject to the order with a copy of the order and a notice that the order has been entered. The order must include a statement whether the Administrator will seek a civil penalty or costs of the investigation, a statement of the reasons for the order, and notice that, within fifteen (15) days after receipt of a request in a record from the person, the matter will be scheduled for a hearing and the hearing shall be commenced within fifteen (15) days of the matter being set for hearing. If a person subject to the order does not request a hearing and none is ordered by the Administrator, within thirty (30) days after the date of service of the order, the order, that may include a civil penalty or costs of the investigation if a civil penalty or costs were sought in the statement accompanying the order, becomes final as to that person by operation of law. If a hearing is requested or ordered, the Administrator, after notice of and opportunity for hearing to each person subject to the order, may modify or vacate the order or extend it until final determination.

C. If a hearing is requested or ordered pursuant to subsection B of this section, a hearing must be held pursuant to the Administrative Procedures Act. A final order may not be issued unless the Administrator makes findings of fact and conclusions of law in a record in accordance with the Administrative Procedures Act. The final order may make final, vacate, or modify the order issued under subsection A of this section.

D. In a final order under subsection C of this section, the Administrator may impose a civil penalty up to a maximum of Five Thousand Dollars (\$5,000.00) for a single violation or up to Two Hundred Fifty Thousand Dollars (\$250,000.00) for multiple violations in a single proceeding or a series of related proceedings.

E. In a final order, the Administrator may charge the actual cost of an investigation or proceeding for a violation of this act or a rule adopted or order issued under this act.

Conclusions of Law

1. The Note Purchase Investments are securities as defined by Section 1-102 of the Act.
2. Buy Car Notes and Invest in Car Notes are the issuers of the securities.
3. Respondents offered and/or sold securities in and/or from the state of Oklahoma.
4. Respondents offered and/or sold unregistered securities in and/or from this state, in violation of Section 1-301 of the Act.
5. Thompson and Harris transacted business in and/or from this state as unregistered agents, in violation of Section 1-402 of the Act.
6. Buy Car Notes and Invest in Car Notes employed unregistered agents who transacted business in and/or from this state on their behalf, in violation of Section 1-402 of the Act.
7. The Administrator has the authority to order Respondents to cease and desist from engaging in acts, practices, or a course of business constituting a violation of the Act.
8. It is in the public interest to order Respondents to cease and desist from engaging in acts, practices, or a course of business constituting a violation of the Act.

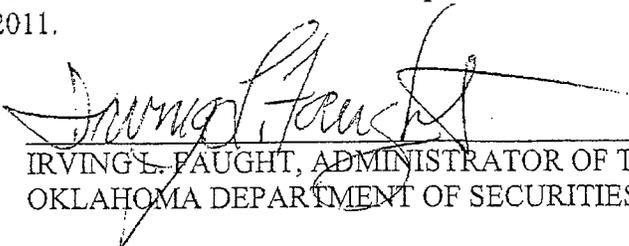
To the extent any of these Conclusions of Law are more properly characterized as Findings of Fact, they should be so considered.

Order

Based on Section 1-604 of the Act and the Findings of Fact, Authorities, and Conclusions of Law set forth above, IT IS HEREBY ORDERED that Respondents immediately cease and desist from offering and selling unregistered securities, transacting business in and/or from this state as an unregistered agent, and/or employing an unregistered agent or agents in violation of the Act.

Witness my Hand and the Official Seal of the Oklahoma Department of Securities this  
31st of August, 2011.

(SEAL)

  
\_\_\_\_\_  
IRVING L. FAUGHT, ADMINISTRATOR OF THE  
OKLAHOMA DEPARTMENT OF SECURITIES

**Notice of Opportunity for Hearing**

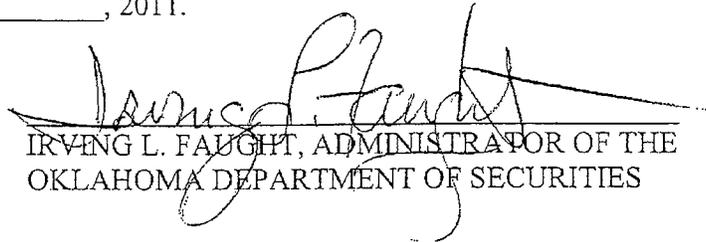
Pursuant to Section 1-604 of the Act, the Administrator hereby gives notice to Respondents of their right to request a hearing. The request for hearing must be received by the Administrator within thirty (30) days after service of the Order to Cease and Desist (Order). The request for hearing must be in writing and Respondents shall specifically admit or deny each allegation that is contained in the Order.

Within fifteen (15) days after receipt of a request for hearing from Buy Car Notes, Invest in Car Notes, Thompson or Harris, this matter will be scheduled for hearing. The hearing shall commence within fifteen (15) days of the matter being set for hearing. Notice of the date, time and location of the hearing shall be given to Respondents. If a hearing is requested, the Administrator, after notice of and opportunity for hearing, may modify or vacate the Order or extend it until final determination.

If a Respondent does not request a hearing within thirty (30) days after the date of service of the Order and none is ordered by the Administrator, the Order becomes final by operation of law as to each such Respondent.

Witness my Hand and the Official Seal of the Oklahoma Department of Securities this 31st day of August, 2011.

(SEAL)

  
IRVING L. FAUGHT, ADMINISTRATOR OF THE  
OKLAHOMA DEPARTMENT OF SECURITIES

CERTIFICATE OF MAILING

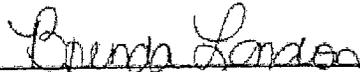
The undersigned hereby certifies that on the 31st day of August, 2011, a true and correct copy of the above and foregoing *Order to Cease and Desist and Notice of Opportunity for Hearing* was mailed by certified mail, return receipt requested, delivery restricted, with postage prepaid thereon, addressed to:

Buy Car Notes.com, Inc.  
Bill Thompson, Registered Agent  
1224 North Portland Avenue  
Oklahoma City, OK 73107

Invest in Car Notes.com, Inc.  
Bill Thompson, Registered Agent  
1224 North Portland Avenue  
Oklahoma City, OK 73107

Bill R. Thompson  
1800 North Markwell  
Oklahoma City, OK 73127

David Harris  
8708 Ally Way  
Yukon, OK 73099

  
\_\_\_\_\_  
Brenda London  
Paralegal

AFFIDAVIT OF MARK TEINERT

STATE OF TEXAS                    )  
  )  
COUNTY OF TARRANT            )        **ss:**

I, Mark Teinert, being of lawful age and duly sworn, deposes and states as follows:

1. I am the President of Southlake Energy, Inc. (Southlake Energy), 777 Main Street, Suite 3100, Fort Worth, Texas 76102.
2. In or about December, 2010, I received an unsolicited telephone call from David Harris (Harris), an Oklahoma resident, who was interested in sending potential investors to Southlake Energy after he reported to me that he had seen the website for Southlake Energy.
3. I met with Harris when he traveled to Fort Worth, Texas, to view the operations and projects of Southlake Energy.
4. On or about December 17, 2010, Harris drafted, signed and sent me a document entitled "Consulting Agreement Southlake Energy-David Harris" (Agreement) that I signed and returned to him. See Exhibit "A."
5. The Agreement provided that Harris would "identify, introduce and present project information to potential funding sources" for the financing of Southlake Energy projects.
6. The Agreement required Southlake Energy to pay to Harris a fee in the amount of twelve percent (12%) of the amount invested by a person or entity first introduced by Harris to Southlake Energy.
7. The Agreement provided that Southlake Energy would make available to Harris "all financial and other information concerning the projects for which Consultant [Harris] is seeking financing or investment."

**EXHIBIT**  
2

8. The Agreement required Southlake Energy to prepare and furnish Harris with specified project materials that Southlake Energy authorized Harris to transmit to prospective investors.

9. Pursuant to the Agreement, I provided Harris with copies of the Southlake Energy private placement memorandum and with various documents describing the projects of Southlake Energy for which he would seek investors.

10. Pursuant to the Agreement, Harris provided me with the names of individuals interested in investing with Southlake Energy. If an individual invested, I would send copies to Harris of the information sent to the referred individual as required by the Agreement.

11. Pursuant to the Agreement, Southlake Energy sent compensation in the form of checks made payable to Harris and wire transfers to Harris' bank account for receipt by Southlake Energy of funds from investors referred by Harris. See Exhibit "B."

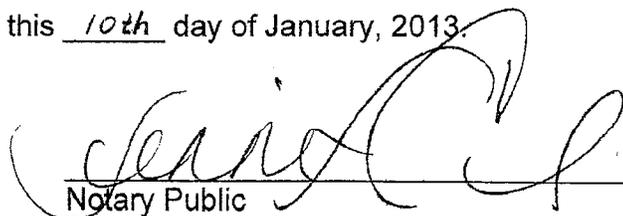
12. At no time did Harris send me a database of approximately fifty (50) names of individuals interested in investing with Southlake Energy.

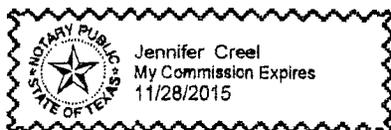
FURTHER AFFIANT SAITH NOT.

  
\_\_\_\_\_  
Mark Teihert

Subscribed and sworn to before me this 10th day of January, 2013.

(Seal)

  
\_\_\_\_\_  
Notary Public



**CONSULTING AGREEMENT  
SOUTHLAKE ENERGY - DAVID HARRIS**

THIS CONSULTING AGREEMENT (this "Agreement"), dated December 17, 2010, is by and between Southlake Energy, Incorporated ("Client"), located at 777 Main Street, Suite 3100, Fort Worth, Texas 76102 and David Harris, with an address of 8708 Ally Way, Yukon, Oklahoma 73099 ("Consultant"). Each of Client and Consultant is hereinafter referred to individually as a "Party" and collectively as "Parties".

WHEREAS, Client desires to obtain financing for specific projects having to do with the exploration for oil & gas and or for the purchase and re-completion of existing oil & gas wells whereby the investor will hold direct participation in a specific named project; and

WHEREAS, Client desires to engage Consultant to provide services in connection with the Proposed Financing as more fully described herein:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Defined Terms. Each term used herein with its initial letter capitalized shall have the meaning set forth below:

"Compensation Period" means the period commencing on the Effective Date and ending on the one (1) year anniversary thereof.

"Confidential Information" has the meaning set forth in Section 7(a).

"Dollars" or "US\$" means the lawful currency of the United States of America.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, of the United States of America, and the rules and regulations promulgated there under.

"Expenses" has the meaning set forth in Section 9(a).

"Funding Sources" has the meaning set forth in Section 2.

"Person" means any natural person, corporation, company, partnership, Limited Liability Company, joint venture, trust, organization, association, sole proprietorship, government (or any agency, instrumentality or political subdivision thereof) or other entity.

"Project Materials" has the meaning set forth in Section 6(b).

"Securities Act" means the Securities Act of 1933, as amended, of the United States of America, and the rules and regulations promulgated there under.

"Success Fee" has the meaning set forth in Section 3(h).

"Term" has the meaning set forth in Section 8(a).

"Earned Fee" has the meaning set forth in Section 3(a).

2. Services. Client hereby retains Consultant, and Consultant hereby agrees to be retained by Client, to perform services as set forth herein. Subject to the terms and conditions set forth herein, to the extent requested by Client, Consultant shall perform the following service (the "Service") during the Term: (i) identify, introduce and present project information to potential funding sources (the "Funding Sources") for the Proposed Financing of Projects owned and controlled by Client.

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3. **Compensation.** As compensation for the Services to be provided by Consultant under this Agreement, Client shall pay to Consultant the following:
- (a) Client understands and expressly agrees that payment of a Success Fee to the Consultant is an absolute condition precedent to Consultant's obligation to perform any Services under this Agreement, and that the Success Fee is not contingent and is non-refundable, even in the event this Agreement is terminated pursuant to Section 7.
  - (b) In the event a person or entity first introduced to Client by Consultant invests funds into one of the Client's projects at any time during the Compensation Period (and for each and every investment into one of the Client's projects by a person or entity first introduced by Consultant), Client shall pay to Consultant, in accordance with the terms and conditions set forth herein, an amount equal to twelve percent (12%) of the amount invested (the "Success Fee"). The Success Fee shall be due and payable to Consultant within 2 business days of the Client having received good and clear funds from the Consultant's contact.
  - (c) All amounts paid to Consultant by Client hereunder shall be denominated and made in Dollars, and shall be paid by wire transfer to the bank and account designated by Consultant by written notice to Client.
4. **Independent Contractor.** Client acknowledges and agrees that Consultant has been retained solely to provide the Services set forth in this Agreement. This Agreement is not intended to and does not create a relationship of partnership, joint venture or association between the Parties, and Consultant shall at all times act as an independent contractor to Client. Except for Consultant's obligations to Client expressly set forth herein, Consultant shall not have any obligation or liability to any Person arising out of its engagement under this Agreement.
5. **Certain Covenants of Client.**
- (a) Client will make available to Consultant all financial and other information concerning the projects for which Consultant is seeking financing or investment. Consultant will provide access to the officers, directors, employees and representatives of Client and the projects. Consultant shall be entitled to rely without investigation upon all information that is available from public sources as well as all other information supplied to it by or on behalf of Client or its other advisors, and Consultant shall not in any respect be responsible for the accuracy or completeness of, or have any obligation to verify, the same or to conduct any appraisal of assets of any Person.
  - (b) Client will prepare and furnish to Consultant a business plan, financial projections, memoranda, and other documents as may reasonably be requested by Consultant (which together with the appendices and exhibits thereto and any amendments or supplements thereto, is herein referred to as the "Project Materials") relating to Proposed Financing of any project and the business, properties, prospects, operations, condition (financial or otherwise) and ownership of the Project. Client represents and warrants to Consultant that the Project Materials have been and will be prepared in good faith, and where appropriate, based upon reasonable assumptions. Client authorizes Consultant to transmit the Project Materials to prospective Funding Sources and other Persons as reasonably deemed necessary or advisable by Consultant in connection with the Services and/or the Proposal

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Financing. Client represents and warrants to Consultant that at all times during the Compensation Period that the Project Materials and all information which has been or is hereafter made available to Consultant or the prospective Funding Sources by or on behalf of Client, or its Affiliates or clients, is and will be complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Client agrees to supplement the Project Materials from time to time so that the representations and warranties contained herein are correct at all times during the Compensation Period.

- (c) Client will also cause to be furnished to Consultant, upon any investment made by a person or entity introduced to Client by Consultant, copies of such agreements, and other documents delivered to the investor as Consultant may reasonably request.
- (d) Client has not taken, and will not take or permit to be taken, any action, directly or indirectly, so as to cause the transactions contemplated by this Agreement or the transactions consummated or contemplated in connection with the proposed financing of Client's projects to fail to be entitled to an exemption from registration under the Securities Act and the securities laws, rules and regulations of any applicable state or other jurisdiction, or to be in violation of the Securities Act, the Exchange Act, or the securities laws, rules and regulations of any applicable state or other jurisdiction.

**6. Confidentiality.**

- (a) All confidential and proprietary information given to Consultant by Client, unless set forth in the Project Materials or available or provided to Consultant without restriction or breach of any confidentiality agreement ("Confidential Information"), will be held by Consultant in confidence and will not be disclosed to third party other than those referred to in Section 6 or otherwise in this Agreement, except to the extent required by applicable law. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement shall prevent Consultant from engaging in future transactions involving companies in a similar industry to Client, provided no Confidential Information is directly used in connection with such engagement.
- (b) Any advice, consultation and identification of Funding Sources or other sources, clients, agents and brokers, whether written or oral, provided by Consultant pursuant to this Agreement (i) will be treated by Client as confidential, (ii) will be solely for the information and assistance of Client in connection with the Proposed Financing and may not be used for any other purpose, and (iii) may not be quoted or referred to, nor will the name of Consultant be referred to, in any report, document, release or other communication, whether written (including, without limitation, the Project Materials) or oral, prepared, issued or transmitted by or on behalf of Client or any Affiliate, director, officer, employee, agent, representative or client of Client or the Project, without, in each instance, Consultant's prior written consent.

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**7. Term and Termination.**

- (a) The term of this Agreement shall commence as of the Effective Date (December 17, 2010) and shall continue thereafter until the one (1) year anniversary of the Effective Date, unless extended on such terms and conditions and for such period of time as may be agreed upon in writing by Client and Consultant, or unless earlier terminated as provided herein (such term, as the same may be extended or earlier terminated, shall be referred to herein as the "Term").
- (b) This Agreement may be terminated by Client by providing no less than thirty (30) days' prior written notice to that effect to Consultant.
- (c) This Agreement may be terminated by Consultant, by providing written notice to that effect to Client, upon or during the continuation of any of the following:
  - (i) Any breach by Client of any representation or warranty contained herein or any obligation, covenant or agreement hereunder, and such breach or default is not cured by Client within thirty (30) days after notice thereof from Consultant; or
  - (ii) The occurrence of any event that has or could be reasonably expected to have, as determined by Consultant in its discretion, a material adverse effect on the business, properties, prospects, operations or condition (financial or otherwise) of the Project; or
  - (iii) Consultant has discovered or has become aware of any information omitted or disclosed to it that it believes to be materially inconsistent with its understanding, based on the information provided to it by or on behalf of Client prior to the date hereof, of the business, properties, operations, condition (financial or otherwise) or prospects of the Project.
- (d) Upon the effectiveness of the termination of this Agreement, all rights and obligations of the Parties hereunder shall cease and terminate, except that the following rights and obligations of the Parties hereunder shall survive termination of this Agreement: (i) rights and obligations accrued as of the termination, (ii) rights and obligations arising out of events occurring prior to the termination, (iii) rights and obligations under Sections 3, 4, 5, 6, 7, 9 and 10, and (iv) all other rights and obligations of the Parties which by their terms, nature or by implication are expressly stated to, or are intended to, survive termination. Without limiting the foregoing, and for the avoidance of doubt, a termination of this Agreement shall not relieve Client from, or otherwise affect, the payment obligations pursuant to Section 3.

**8. Indemnification**

- (a) Client will indemnify, defend and hold harmless Consultant and its Affiliates, and the respective directors, officers, agents and employees of Consultant and its Affiliates (Consultant and each such Person, an "Indemnified Person") from and against any losses, claims, actions, damages, judgments, assessments, costs and other liabilities (collectively, "Liabilities"), arising out of or in connection with advice or services rendered or to be rendered by any Indemnified Person pursuant to this Agreement, the transactions contemplated by this Agreement, the Proposed Financing or any Indemnified

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Person's actions or inactions in connection with any such advice, services or transaction; provided, that Client will not be responsible for any Liabilities or Expenses of any Indemnified Person that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted from such Indemnified Person's gross negligence or willful misconduct in connection with any advice, actions, inactions or services referred to above.

- (b) Client also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to Client for or in connection with advice or services rendered or to be rendered by any Indemnified Person pursuant to this Agreement, the transactions contemplated by this Agreement, the Proposed Financing or any Indemnified Person's actions or inactions in connection with any such advice, services or transactions except for Liabilities (and related Expenses) of Client that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted from such Indemnified Person's gross negligence or willful misconduct in connection with any such advice, actions, inactions or services.
- (c) The reimbursement, indemnity and contribution obligations of Client set forth in this Section 8 shall apply to any modification of this Agreement and shall remain in full force and effect regardless of any termination of, or the completion of any Indemnified Person's services under or in connection with, this Agreement.

9. **Financing Not Guaranteed.** Client agrees and acknowledges that Consultant has not made any representations, warranties or guarantees regarding the Proposed Financing or the likelihood of obtaining such Proposed Financing. Consultant does not guarantee funding nor does it make a firm commitment of funding for the Proposed Financing or the Project. Client agrees and acknowledges that any potential financing will be subject to numerous factors and conditions precedent, including, without limitation, (a) the successful completion by the potential Funding Sources and other Persons of a business, legal and financial due diligence review of the Projects to be financed, and (b) compliance of the Proposed Financing with all applicable laws, rules and regulations.

10. **Miscellaneous.**

- (a) This Agreement shall not give rise to any express or implied commitment by Consultant to purchase or place any securities of Client or any project.
- (b) The Parties acknowledge and agree that (i) Consultant is not an "investment advisor" within the meaning of the United States Federal Investment Advisors Act of 1940, as amended, or applicable state laws, or a "broker" or "dealer" under the Exchange Act, or applicable state laws; (ii) the nature of the Services to be provided by Consultant under this Agreement do not include those of an "investment advisor" (i.e., providing advice as to the value of securities or the advisability of investing in, purchasing or selling securities) or those of a "broker" or "dealer" (i.e., effecting transactions in securities for the account of Client or others); and (iii) the Parties specifically intend that Consultant's activities under this Agreement shall not subject Consultant to any regulation or registration under United States federal or state securities, banking or other laws.

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- (c) The Parties acknowledge and agree the Consultant has not been engaged to, and will not, provide any legal or tax advice or consultation. Client and any other participant in the Proposed Financing should consult its own counsel, accountant or other advisor as to legal, tax and other related aspects of the Proposed Financing.
- (d) This Agreement, including any appendices, schedules and exhibits attached to this Agreement, incorporates the entire understanding of the Parties, and supersedes all previous agreements relating to, the subject matter of this Agreement. This Agreement may not be amended except by a written document executed by both Parties after the date hereof.
- (e) Except as expressly permitted herein, neither Party shall delegate, assign or transfer this Agreement, or any right or obligation hereunder, in whole or in part, without the prior express written consent of the other Party. Without the prior express written consent of Client, (i) Consultant shall have the right to assign or transfer, in whole or in part, its right to receive payments hereunder, and (ii) Consultant shall have the right to assign or transfer this Agreement and its rights hereunder and delegate its obligations hereunder, in whole or in part, to any Affiliate or to any Person succeeding to Consultant's business or assets relating to the Services to be provided hereunder. Any attempted assignment or delegation of this Agreement or any right or obligation hereunder without the written consent of the other Party if required hereunder shall be void and without effect. This Agreement shall be binding upon and inure to the benefit of Client, Consultant, each Indemnified Person and their respective successors and permitted assigns.
- (f) If any term, provision, covenant or restriction contained in this Agreement, is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- (g) **THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, U.S.A., WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THAT COULD REQUIRE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE LAWS OF THE STATE OF TEXAS, U.S.A. SHALL GOVERN ANY DISPUTE, CONTROVERSY, OR CLAIM BETWEEN THE PARTIES ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE EXISTENCE, VALIDITY, PERFORMANCE, BREACH, OR TERMINATION THEREOF.**
- (h) Whenever this Agreement requires or permits any consent, approval, notice, request, statement or demand from one Party to another, the consent, approval, notice, request, statement or demand must be in writing to be effective and shall be deemed to be delivered and received (i) if personally delivered or if delivered by courier service (including, overnight courier service), when actually received by the Party to whom notice is sent, (ii) if delivered by telex or facsimile, on the day transmitted and delivery thereof is confirmed, or (iii) if delivered by mail (whether actually received or not), at the close of business on the tenth (10<sup>th</sup>) day following the day when placed in the mail, postage prepaid, certified or registered, addressed to the appropriate Party, or (iv) by email, at the address and/or facsimile numbers and/or email address of such Party set forth below (or at such other

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address as such Party may designate by written notice to the other Party in accordance with this Section):

Consultant: David Harris  
8708 Ally Way  
Yukon, Oklahoma 73099  
(405) 401-0327  
[david@zgap.com](mailto:david@zgap.com)

Client: Southlake Energy, Inc.  
777 Main Street, Suite 3100  
Fort Worth, Texas 76102  
(817) 820-7090  
[mark@southlakeenergy.com](mailto:mark@southlakeenergy.com)

- (i) Except with respect to the rights of the Indemnified Persons pursuant to Section 9, (i) nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any third party, (ii) no third party shall have any rights or interest, direct or indirect, in this Agreement or the Services to be provided hereunder and (iii) this Agreement is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any third party as a third-party beneficiary to this Agreement or the Services to be provided hereunder.
- (j) **THE LIABILITY OF EACH PARTY SHALL BE LIMITED TO DIRECT AND ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES, IN LAW AND IN EQUITY, ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR COSTS OF THE OTHER PARTY OR ITS AFFILIATES, WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR OTHERWISE. FOR PURPOSES HEREOF, CONSEQUENTIAL DAMAGES SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF PROFIT, COST OF CAPITAL AND LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, (WHETHER OR NOT ANY SUCH CATEGORY OF DAMAGE IS OTHERWISE CONSIDERED A DIRECT DAMAGE).**
- (k) The Parties hereby agree and acknowledge that for any provision for which it is not possible to measure the exact amount of damages that would be sustained by a Party in the event of a breach by the other Party, the non-defaulting party shall be entitled to seek and obtain specific performance from the other Party with respect thereto.
- (l) Client agrees not to circumvent, either directly or indirectly, the relationships that Consultant has with the Funding Sources and its other named sources, clients, agents and brokers, or otherwise circumvent the intent of this Agreement.
- (m) Unless the context of this Agreement otherwise requires:
- (i) The headings contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement between the Parties, nor should they be used to aid in any manner to construe or interpret this Agreement.

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- (ii) The gender of all words used herein shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural words;
  - (iii) The terms "hereof", "herein" "hereto" and similar words refer to this entire Agreement and not to any particular Article, Section, Exhibit or any other subdivision of this Agreement;
  - (iv) References to "Article", "Section" or "Exhibit" are to this Agreement unless specified otherwise;
  - (v) Reference to "Agreement" or any other agreement or document shall be construed as a reference to such agreement or document as the same may be amended, modified, supplemented or restated, and shall include a reference to any document which amends, modifies, supplements or restates, or is entered into, made or given pursuant to or in accordance with its terms;
  - (vi) Reference to any document or instrument required to be "in writing", "written" or similar words shall mean a written document signed by the Party sought to be bound thereby; and
  - (vii) Reference to any Person shall be construed as a reference to such Person's successors and permitted assigns.
- (n) The Parties may execute this Agreement in separate counterparts, each of which when so executed shall be an original and all of which shall constitute but one and the same document. Without limiting the manner in which this Agreement may be executed and delivered, a Party shall be considered to have fully executed and delivered this Agreement by executing a counterpart of this Agreement and sending the execution page by facsimile or scanned email to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

**CLIENT: SOUTHLAKE ENERGY, INC**

By:   
MARK J TEINERT  
Title: President

**CONSULTANT: DAVID HARRIS**

By:   
DAVID HARRIS  
Title: Individual

FIRST FIDELITY BANK DEPOSIT TICKET

ACCOUNT NUMBER: [REDACTED]

DATE: 12-31-2010

NAME: David Harris

AMOUNT: \$ 7307.25

Southlake Energy  
Project Payday  
Click Bank

7,200.00  
75.00  
52.05

1550300001014 [REDACTED] 20

Check: 0 Amount: \$7,327.25 Date: 12/31/2010  
Run: 113, Batch: 1, Seq: 29

113982624 12-31-2010 > 103092691<

BOOKING: 0001 12/31/10  
Transit: 78 1050754  
Deposit: [REDACTED]  
67327.25

Check: 0 Amount: \$7,327.25 Date: 12/31/2010  
Run: 113, Batch: 1, Seq: 29

Project Payday, LLC  
1676 Lattimer Street Suite 540  
Owasso, OK 74702  
payments@projectpayday.com

15436  
31124277  
Dec 22, 2010

Pay To The Order Of: David Harris

Amount: \$ 75.20

Seventy-Five Dollars and 20 Cents

Wells Fargo Bank, N.A.

MEMO: Contributions Received 12/15/2010

155436001262430379912 [REDACTED]

Check: 15436 Amount: \$75.20 Date: 12/31/2010  
Run: 113, Batch: 1, Seq: 30

113982624 12-31-2010 > 103092691<

15436 Amount: \$75.20 Date: 12/31/2010  
Run: 113, Batch: 1, Seq: 30

Check: 15436 Amount: \$75.20 Date: 12/31/2010  
Run: 113, Batch: 1, Seq: 30

WWW.CLICKBANK.COM  
117 S. LINCOLN ST., SUITE 200  
OWASSO, OK 74702

WELLS FARGO BANK, N.A.  
PO BOX 10 6372  
OWASSO, OK 74702

N21368672  
12/31/2010

PAY TO THE ORDER OF: David H. Harris

Amount: \$ 52.05

Fifty Two Dollars and 05 Cents

DAVID H. HARRIS  
1108 ALLEY WAY  
TULSA, OK 74104

VOID AFTER 90 DAYS

MEMO: [REDACTED]

1550300001014 [REDACTED]

Check: 0 Amount: \$52.05 Date: 12/31/2010  
Run: 113, Batch: 1, Seq: 31

113982624 12-31-2010 > 103092691<

Check: 0 Amount: \$52.05 Date: 12/31/2010  
Run: 113, Batch: 1, Seq: 31

Check: 0 Amount: \$52.05 Date: 12/31/2010  
Run: 113, Batch: 1, Seq: 31

Southlake Energy Inc.  
777 Linn St Suite 5100  
404 West 74 74104  
917-687-1104 - USA

CASH ON HAND, N.A.  
25-4291110

5048  
12/30/10

PAY TO THE ORDER OF: David Harris

Amount: \$ 7,200.00

Seven Thousand Two Hundred and 00/100ths

David Harris  
8708 Alley Way  
Vulcan, Oklahoma 73099

MEMO: [REDACTED]

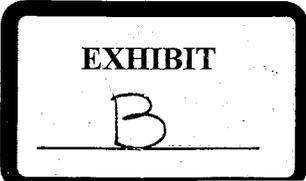
1550300001014 [REDACTED]

Check: 5048 Amount: \$7,200.00 Date: 12/31/2010  
Run: 113, Batch: 1, Seq: 32

113982624 12-31-2010 > 103092691<

Check: 5048 Amount: \$7,200.00 Date: 12/31/2010  
Run: 113, Batch: 1, Seq: 32

Check: 5048 Amount: \$7,200.00 Date: 12/31/2010  
Run: 113, Batch: 1, Seq: 32



FIRST FIDELITY BANK DEPOSIT TICKET

ACCOUNT NUMBER [REDACTED]

DATE 1-10-11  
NAME David W. Harris

AMOUNT \$ 5009.16

MEMO

Check: 0 Amount: \$5,009.16 Date: 1/10/2011  
Run: 113, Batch: 1, Seq: 7

113881897 81-18-2811 > 183882551-4

DEPOSITOR'S SIGNATURE [REDACTED]

DATE 1/10/11

AMOUNT \$ 5009.16

Check: 0 Amount: \$5,009.16 Date: 1/10/2011  
Run: 113, Batch: 1, Seq: 7

Southside Energy Inc. BANK OF OKLAHOMA, NA 5050

177 Main St Suite 2100  
Fort Worth, TX 76102  
017-487-4104-4103

DATE 01/04/11

AMOUNT \$ 1,800.00

ONE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS

Pay to the Order of David Harris

David Harris  
8708 Ally Way  
Yukon, Oklahoma 73099

MEMO

Check: 5050 Amount: \$1,800.00 Date: 1/10/2011  
Run: 113, Batch: 1, Seq: 8

113881898 81-18-2811

DEPOSITOR'S SIGNATURE [REDACTED]

DATE 1/10/11

AMOUNT \$ 1,800.00

Check: 5050 Amount: \$1,800.00 Date: 1/10/2011  
Run: 113, Batch: 1, Seq: 8

Invest In Car Notes, Com, Inc. Midfirst Bank 2318

1224 N Postcard Ave  
Oklahoma City, OK 73107

DATE 01/07/2011

AMOUNT \$ 600.00

Six Hundred Only

Pay to the Order of David Harris

Commissioner: Christina Hernandez

Check: 0 Amount: \$600.00 Date: 1/10/2011  
Run: 113, Batch: 1, Seq: 9

113881899 81-18-2811

DEPOSITOR'S SIGNATURE [REDACTED]

DATE 1/10/11

AMOUNT \$ 600.00

Check: 0 Amount: \$600.00 Date: 1/10/2011  
Run: 113, Batch: 1, Seq: 9

Invest In Car Notes, Com, Inc. Midfirst Bank 2318

1224 N Postcard Ave  
Oklahoma City, OK 73107

DATE 01/07/2011

AMOUNT \$ 600.00

Six Hundred Only

Pay to the Order of David Harris

Commissioner: Loren Gishop

Check: 0 Amount: \$600.00 Date: 1/10/2011  
Run: 113, Batch: 1, Seq: 10

113881900 81-18-2811

DEPOSITOR'S SIGNATURE [REDACTED]

DATE 1/10/11

AMOUNT \$ 600.00

Check: 0 Amount: \$600.00 Date: 1/10/2011  
Run: 113, Batch: 1, Seq: 10

Invest In Car Notes, Com, Inc. Midfirst Bank 2317

1224 N Postcard Ave  
Oklahoma City, OK 73107

DATE 01/07/2011

AMOUNT \$ 600.00

Six Hundred Only

Pay to the Order of David Harris

Commissioner: Sabrina Enc

Check: 0 Amount: \$600.00 Date: 1/10/2011  
Run: 113, Batch: 1, Seq: 11

113881901 81-18-2811

DEPOSITOR'S SIGNATURE [REDACTED]

DATE 1/10/11

AMOUNT \$ 600.00

Check: 0 Amount: \$600.00 Date: 1/10/2011  
Run: 113, Batch: 1, Seq: 11

Invest In Car Notes, Com, Inc. Midfirst Bank 2318

1224 N Postcard Ave  
Oklahoma City, OK 73107

DATE 01/07/2011

AMOUNT \$ 600.00

Six Hundred Only

Pay to the Order of David Harris

Commissioner: Sandy Yu

Check: 0 Amount: \$600.00 Date: 1/10/2011  
Run: 113, Batch: 1, Seq: 12

113881902 81-18-2811

DEPOSITOR'S SIGNATURE [REDACTED]

DATE 1/10/11

AMOUNT \$ 600.00

Check: 0 Amount: \$600.00 Date: 1/10/2011  
Run: 113, Batch: 1, Seq: 12

FIRST FIDELITY BANK DEPOSIT TICKET

ACCOUNT NUMBER [REDACTED]

DATE 2-14-11

NAME David W. Harris

AMOUNT \$ 12,736.30

136 30  
9000 00  
3000 00

Check: 0 Amount: \$12,736.30 Date: 2/14/2011  
Run: 114, Batch: 1, Seq: 9

11488182782-12-2811

2/14/11

Check: 0 Amount: \$12,736.30 Date: 2/14/2011  
Run: 114, Batch: 1, Seq: 9

ProjectPayday.com, LLC  
1875 Lurmer Street Suite 500  
Denver, CO 80202  
payments@projectpayday.com

15642  
Feb 9, 2011

Pay To The Order Of David Harris \$ 136.30

\*\*\*One Hundred Thirty-Six Dollars and 30 Cents\*\*\*

Wells Fargo Bank, N.A.

MEMO

Check: 15642 Amount: \$136.30 Date: 2/14/2011  
Run: 114, Batch: 1, Seq: 10

11488182782-12-2811

2/14/11

Check: 15642 Amount: \$136.30 Date: 2/14/2011  
Run: 114, Batch: 1, Seq: 10

Southlake Energy Inc.  
777 Main St Suite 2100  
Fairbairn, MN 56505  
817-287-6104 - Fax

5075  
02/07/11

PAY TO THE ORDER OF David Harris \$ 9,000.00

Nine Thousand and 00/100

David Harris  
3708 Ally Way  
Yukon, Oklahoma 73099

MEMO

Check: 5075 Amount: \$9,000.00 Date: 2/14/2011  
Run: 114, Batch: 1, Seq: 11

11488182782-12-2811

2/14/11

Check: 5075 Amount: \$9,000.00 Date: 2/14/2011  
Run: 114, Batch: 1, Seq: 11

Southlake Energy Inc.  
777 Main St Suite 2100  
Fairbairn, MN 56505  
817-287-6104 - Fax

5078  
02/10/11

PAY TO THE ORDER OF David Harris \$ 3,600.00

Three Thousand Six Hundred and 00/100

David Harris  
3708 Ally Way  
Yukon, Oklahoma 73099

MEMO

Check: 5078 Amount: \$3,600.00 Date: 2/14/2011  
Run: 114, Batch: 1, Seq: 12

11488182782-12-2811

2/14/11

Check: 5078 Amount: \$3,600.00 Date: 2/14/2011  
Run: 114, Batch: 1, Seq: 12

Date 3/25/11  
Account Number

Page 1

David W Harris  
8708 Ally Way  
Yukon OK 73099

Checking Accounts

Account Title: David W Harris

Freestyle Checking			5
Account Number	[REDACTED]	Statement Dates	2/28/11 thru 3/27/11
Previous Balance	32,103.09	Days This Statement Period	28
3 Deposits/Credits	49,232.75	Average Ledger	49,116.90
55 Checks/Debits	19,235.72	Average Collected	48,960.99
Service Charge	.00		
Interest Paid	.00		
Current Balance	62,100.12		

Deposits and Additions

Date	Description	Amount
2/28	Deposit	5,758.29
3/14	Wire Transfer Credit SOUTHLAKE ENERGY INC EAST TX OPERATING ACCOUNT FORT WORTH, TX 76102-	43,200.00
3/14	Deposit	274.46

Withdrawals and Deductions

Date	Description	Amount
2/28	DBT CRD 1109 02/27/11 029232 APLUS.NET 877-275-8763 FL Card# 2238	9.95-
2/28	DBT CRD 1936 02/27/11 041565 BOOMERANG CAR WASH 1 OKLAHOMA CITYOK Card# 2238	12.00-
3/01	DBT CRD 1312 03/01/11 039434 PAY*ATLEES TINY STOR 405-789-7471 OK Card# 2238	44.00-
3/01	DBT CRD 0422 03/01/11 047429 ATTM*4802202400KC 800-331-0500 TX Card# 2238	150.30-
3/02	DBT CRD 0951 03/02/11 019541 BLOCKBUSTER INC#40030 OKLAHOMA CITYOK Card# 2238	5.41-
3/02	DBT CRD 0139 03/02/11 060649 OTL*SCORESENSE.COM 800-679-6327 TX Card# 2238	12.95-
3/02	DBT CRD 1958 03/01/11 063111 DTV*DIRECTV SERVICE	73.98-

FIRST FIDELITY BANK DEPOSIT TICKET

ACCOUNT NUMBER [REDACTED]

DATE 3-29-11

AMOUNT \$ 6,100.80

12503000404 2000738740

Check: 0 Amount: \$6,100.80 Date: 3/29/2011  
Run: 114, Batch: 1, Seq: 103

114986568 83-29-2911

Check: 0 Amount: \$6,100.80 Date: 3/29/2011  
Run: 114, Batch: 1, Seq: 103

**proof suspense correction**

Date: 3/29/2011

Account Number [REDACTED]

We issued a debit in the amount of \$266.01.

Reason: Misc- Seq 554 International Item

Prepared By: jhadebrad

Approved By:

Sequence: 114-1-103-1

Debit

Check: 0 Amount: \$266.01 Date: 3/29/2011  
Run: 114, Batch: 1, Seq: 103, Insert: 1

116-1-103-1

Check: 0 Amount: \$266.01 Date: 3/29/2011  
Run: 114, Batch: 1, Seq: 103, Insert: 1

Southlake Energy Inc.

5092

DATE 03/24/11

PAY TO THE ORDER OF David Harris

Five Thousand Four Hundred and 00/100

David Harris  
8708 Ally Way  
Yukon, Oklahoma 73099

10050924 121140143254

Check: 5092 Amount: \$5,400.00 Date: 3/29/2011  
Run: 114, Batch: 1, Seq: 104

114986561 83-29-2911

Check: 5092 Amount: \$5,400.00 Date: 3/29/2011  
Run: 114, Batch: 1, Seq: 104

ProjectPayday.com, LLC

15844

DATE Mar 23, 2011

PAY TO THE ORDER OF David Harris

Seventy-Five Dollars and 20 Cents

Wells Fargo Bank, N.A.

1015844 121241037994

Check: 15844 Amount: \$75.20 Date: 3/29/2011  
Run: 114, Batch: 1, Seq: 105

83-29-2911

Check: 15844 Amount: \$75.20 Date: 3/29/2011  
Run: 114, Batch: 1, Seq: 105

1105139924

DATE March 17, 2011

PAY Two Hundred and 00/100 Dollars

DAVID HARRIS  
8708 ALLY WAY  
YUKON OK 73099-9648

101105139924 121140143254

Check: 1105139924 Amount: \$200.00 Date: 3/29/2011  
Run: 114, Batch: 1, Seq: 106

R010561475

1105139924

DATE March 17, 2011

101105139924 121140143254

Check: 1105139924 Amount: \$200.00 Date: 3/29/2011  
Run: 114, Batch: 1, Seq: 106

ProjectPayday.com, LLC

15810

DATE Mar 19, 2011

PAY TO THE ORDER OF David Harris

Seventy-Nine Dollars and 90 Cents

Wells Fargo Bank, N.A.

1015810 121241037994

Check: 15810 Amount: \$79.90 Date: 3/29/2011  
Run: 114, Batch: 1, Seq: 108

83-29-2911

Check: 15810 Amount: \$79.90 Date: 3/29/2011  
Run: 114, Batch: 1, Seq: 108

Date 7/26/11  
Account Number

Page 1

David W Harris  
8708 Ally Way  
Yukon OK 73099

Checking Accounts

Account Title: David W Harris

Freestyle Checking			13
Account Number	[REDACTED]	Statement Dates	6/27/11 thru 7/26/11
Previous Balance	11,845.61	Days This Statement Period	30
12 Deposits/Credits	11,321.00	Average Ledger	11,594.67
63 Checks/Debits	10,267.08	Average Collected	11,471.81
Service Charge	.00		
Interest Paid	.00		
Current Balance	12,899.53		

Deposits and Additions

Date	Description		Amount
6/27	Deposit		235.00
6/29	PAYABLES KEYNETICS	PPD	128.46
7/06	PAYABLES KEYNETICS	PPD	204.39
7/08	VENDOR PMT THE REAL MARKET	PPD	49.70
7/08	VENDOR PMT THE REAL MARKET	PPD	1,304.67
7/13	PAYABLES KEYNETICS	PPD	150.95
7/15	Wire Transfer Credit	SOUTHLAKE ENERGY INC	5,625.00
	777 MAIN ST STE 3100	FORT WORTH TX 76102	
7/15	Deposit		1,159.11
7/19	Wire Transfer Credit	G4I CAPITAL PARTNERS INC	1,000.00
	512 OVERLOOK DR	NORTH PALM BEACH, FL 334083722	
7/19	Deposit		355.12
7/20	PAYABLES KEYNETICS	PPD	108.60
7/25	ACH Pmt G4I CAPITAL PART	CCD 2109114522	1,000.00

Withdrawals and Deductions

Date	Description		Amount
6/27	DBT CRD 0513 06/25/11 093249	REDBOX *DVD RENTAL	9.75-
	866-733-2693 IL	Card# 8945	
6/27	DBT CRD 2106 06/25/11 025515	EMAILMEFORM	9.95-
	858-350-7473 CA	Card# 8945	
6/27	DBT CRD 1053 06/27/11 082122	APLUS.NET	9.95-

1 And you're going to give verbal responses, and do you  
2 understand that you're under oath like you would be in a  
3 courtroom?

4 A. Yes.

5 Q. And you understand that you have a right to an  
6 attorney, and you are -- you do have an attorney with you  
7 today; is that correct?

8 A. Yes.

9 Q. And who is your attorney?

10 A. Perry Tirrell.

11 Q. And have you taken any medication or drugs that  
12 might make it difficult for you to understand or answer  
13 questions today?

14 A. No.

15 Q. And is there any reason that you would not be able  
16 to answer questions completely and truthfully today?

17 A. No.

18 Q. Okay. Would you state your name, your full name and  
19 -- for the record?

20 A. David Warren Harris, Senior.

21 Q. And what is your address, Mr. Harris?

22 A. 8708 Ally Way, Yukon, Oklahoma, 73099.

23 Q. And what is your date of birth?

24 A. May 19th, 1970.

25 Q. And what is your Social Security number?

EXHIBIT

3

1 Q. And what is zgap?

2 A. It's just a domain name that I own.

3 Q. Okay. And are you married?

4 A. No.

5 Q. And do you live alone?

6 A. No.

7 Q. Who lives with you?

8 A. On the weekends my children do.

9 Q. Okay. And how old are they?

10 A. My son is 15, my daughter is 13.

11 Q. Okay. And how are you employed?

12 A. I'm self-employed.

13 Q. And what do you do for your self-employment?

14 A. I own a website that reviews home businesses, and  
15 the advertising on the site generates revenue for me.

16 Q. And what is the site?

17 A. The name of the site is ScamXposer.com.

18 Q. And that's what you do full time?

19 A. Yes.

20 Q. And do you work during the night in that business?

21 A. Often times, yes.

22 Q. And you operate it out of your home?

23 A. Yes.

24 Q. At Ally Way? Is it Ally?

25 A. It's singular form of allies, A-L-L-Y.

1 Q. Okay. And that's where your business is operated?

2 A. Yes.

3 Q. And do you have any professional training?

4 A. As far as?

5 Q. In any certain field, any profession?

6 A. Technical training in hardware-software repair for  
7 computers.

8 Q. And how long have you operated the website?

9 A. I've owned that website for a little time over six  
10 years.

11 Q. And what did you do prior to that?

12 A. Other various things on the Internet. I didn't have  
13 a website for it, though.

14 Q. What kind of things on the Internet?

15 A. Mostly affiliate marketing.

16 Q. And what is affiliate marketing? Like multilevel  
17 marketing?

18 A. No. Affiliate marketing is generate leads for  
19 various businesses.

20 Q. Could you give me an example?

21 A. One company would be Project Payday. They pay for a  
22 person's name, e-mail address and them entering a user name,  
23 password, creating an account, and pay for each person that  
24 does that.

25 Q. And why do people do that?

1 A. Speaking with Southlake.

2 Q. About what?

3 A. Well, that was what Southlake was going to handle is  
4 to explain to them what they had to offer. My part was to  
5 give them the leads, not to tell them about selling oil  
6 investments or anything else.

7 Q. Is that what they were doing? Is that what  
8 Southlake was doing?

9 A. Southlake was selling -- I can't think of the  
10 technical term for it -- but partial rights to the wells. I  
11 can't think of the actual terminology for it.

12 Q. And so how were you going to find leads to refer to  
13 them?

14 A. I already had them.

15 Q. And what kind of people were you referring?

16 A. The same people that I talked to and created the  
17 database out of.

18 Q. People that wanted to start a home-based business?

19 A. People looking for income.

20 Q. And what made you think that Southlake would be able  
21 to provide them an income?

22 A. Income is made in investing in oil wells, having a  
23 partial -- I can't explain it, I don't understand it well  
24 enough to be able to explain it for it to make sense.

25 Q. But you knew that Southlake was looking for people

1 who were interested in investing in their oil wells?

2 A. Yes, I learned that from the gentleman that was  
3 advertising -- or that was generating leads for them, so I  
4 knew they were looking for leads from that. That's the  
5 purpose, cause I know they were actively seeking leads of  
6 people that had money available that were looking for an  
7 income.

8 Q. And what did they tell you about your role in  
9 generating these leads?

10 A. To give them the database of leads that I had.

11 Q. And did you have a contract with them?

12 A. Yes -- well, I never signed a contract with them, so  
13 I probably have to say no, because it was never finalized or  
14 anything.

15 Q. What made you initially think so?

16 A. They wrote up something, but I didn't sign it, but I  
17 wasn't too worried about them holding up their end of the  
18 bargain for paying me for the leads.

19 Q. But they gave you some kind of document while you  
20 were down there?

21 A. No, they sent that to me later on.

22 Q. Were there any kind of -- was there any paperwork  
23 that you were shown while you were down there?

24 A. No.

25 Q. Anything you were asked to sign?

1 Southlake.

2 Q. Did you ever look at Southlake's website prior to  
3 providing the leads to Southlake?

4 A. I can't remember if I did or not. I remember seeing  
5 it, but I don't know the order.

6 Q. What made it seem like a good idea for you to  
7 recommend it to your father?

8 A. I've never invested, I've never owned stocks before,  
9 but my father, since I was a little kid, has looked at stocks  
10 and investments. And I knew that Southlake had a good return,  
11 and I wanted to make sure he knew about it, cause he could do  
12 his own due diligence on it.

13 Q. And how did you know they had a good return?

14 A. They mentioned it when I was down in Texas.

15 Q. And what was that return?

16 A. I don't even remember, I just know it was good. I  
17 know it was well above what the normal was at the time, like  
18 what a 1 percent CD is -- I think it still is, so -- I knew it  
19 was more than 10 percent.

20 Q. And that he would earn that return if he invested  
21 with them?

22 A. That's what I understood.

23 Q. Did you get compensation from Southlake Energy for  
24 your father's investment?

25 A. He was in the lead database with the rest of the

1 leads I gave them.

2 (Plaintiff's Exhibit No. 2 marked for identification  
3 and made a part of the record)

4 Q. (By Ms. Labarthe) Mr. Harris, I'm going to hand you  
5 what is marked Plaintiff's Exhibit 2, and direct your  
6 attention to the check from Southlake Energy to you.

7 A. Okay.

8 Q. Do you remember receiving checks from Southlake  
9 Energy?

10 A. I remember receiving them from there, yes.

11 Q. And do you remember receiving this check in December  
12 of 2010 from Southlake Energy?

13 A. I must recall, because I'm looking at it, it's one  
14 of the deposits I made into my account.

15 Q. And if you -- I'd like to direct your attention back  
16 to Plaintiff's Exhibit 1, and ask you if you could tell me  
17 what the date is of the subscription agreement with your  
18 father?

19 A. 29th of December, 2010.

20 Q. And what was the amount of his investment?

21 A. This says 60,000.

22 Q. And what was the amount of the check that you  
23 received a couple days later?

24 A. 7,200.

25 Q. Did you understand that there was a relationship

1 going to be compensated by Southlake Energy?

2 A. They were going to pay me for the leads I gave them.

3 Q. And how much were they going to be paying you --  
4 what was the compensation arrangement then?

5 A. To pay me for the leads I gave them.

6 Q. How much?

7 A. The total I got was about 75,000, so whatever that  
8 is for roughly 50 leads I gave them -- sold to them.

9 Q. Okay.

10 (Plaintiff's Exhibit No. 3 marked for identification  
11 and made a part of the record)

12 Q. (By Ms. Labarthe) I'm going to hand you what's been  
13 marked Plaintiff's Exhibit 3, and ask if you can identify that  
14 payment from Southlake Energy?

15 A. I see one on here from Southlake and the total on it  
16 is 1800.

17 Q. And what is the date of that payment?

18 A. January 4th, 2011.

19 Q. And did you send leads to Southlake between  
20 December 30th or 31st of 2010 and January 4th of 2011?

21 A. I don't remember the span.

22 Q. Do you still have copies of the leads that you sent  
23 to Southlake Energy?

24 A. I don't believe so.

25 Q. You don't back up your computer? Do you back up

1           A.    I remember speaking with him, cause he would have to  
2    -- I would have had to spoke with him for him to be in my lead  
3    database.

4           Q.    And do you know a Steve Curry?

5           A.    The name sounds familiar.

6           Q.    Stacy Burke?

7           A.    His name sounds familiar as well.

8           Q.    Did your dad make more than one investment with  
9    Southlake Energy?

10          A.    I don't know. I think I saw from the paperwork that  
11   he did.

12          Q.    Do you have any e-mails between you and Southlake  
13   Energy or any of the principals of Southlake Energy?

14          A.    What do you mean?

15          Q.    Do you know what an e-mail is?

16          A.    Yes.

17          Q.    Do you have any e-mails between you and Southlake  
18   Energy?

19          A.    I don't know, I don't believe so.

20          Q.    Have you looked to see if you have any e-mails  
21   between you and Southlake Energy?

22          A.    Yes.

23          Q.    And you found none?

24          A.    No.

25          Q.    And how about between you and Mr. Teinert?

1 A. Yes.

2 Q. So you did know him previously?

3 A. I knew them all previously. I had conversations  
4 with all my leads.

5 Q. But you had been in business with Mr. Burke?

6 A. In particular I was in business with him through  
7 the network marketing business.

8 Q. Anyone else of these names I've mentioned that you  
9 had another relationship with, Mr. Gunden, Mr. Kenny,  
10 Mr. Kenny, Mr. Curry?

11 A. A relationship would have been whatever business  
12 they had called me about originally and why I put them on the  
13 list in the first place. I don't remember specifics for each  
14 one, other than Stacy Burke. He stuck with me because he's a  
15 professional country singer.

16 Q. Stuck with you, you mean that's why you remember  
17 him?

18 A. It's easy for me to remember him cause of what he  
19 does for a living.

20 Q. Did you do any research about Southlake Energy  
21 before you provided the leads to the company?

22 A. Yes.

23 Q. What did you do?

24 A. I took a flight to Dallas to talk to them.

25 Q. Did you do any -- any other research on the company

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 14th day of January, 2013, a true and correct copy of the above and foregoing was mailed by U.S. Mail, with postage prepaid thereon, addressed to:

P.R. Tirrell  
Denton Law Firm  
1102 E. State Highway 152  
Mustang, OK 73064



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Patricia A. Labarthe