

**FILED IN DISTRICT COURT
IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

MAR 24 2015

**TIM RHODES
COURT CLERK**

75

Oklahoma Department of Securities)
ex rel. Irving L. Faught, Administrator,)
)
Plaintiff,)
vs.)
Bruce Scambler,)
)
Defendant.)

CJ-2014-1346

**REPLY OF DEFENDANT TO MOTION FOR SUMMARY JUDGMENT AND
MOTION OF DEFENDANT TO RECONSIDER PREVIOUS RULING BASED
ON NEW EVIDENCE**

COMES NOW, Bruce J Scambler, and submits this REPLY OF DEFENDANT TO MOTION FOR SUMMARY JUDGMENT and MOTION OF DEFENDANT TO RECONSIDER PREVIOUS RULING BASED ON NEW EVIDENCE by and through Defendant, Bruce J Scambler pro se.

I INTRODUCTION

- 1 Defendant, Bruce Scambler (hereinafter Scambler) is extremely grateful and appreciative of the Courts latitude in the grant of the opportunity to re-submit this response.
- 2 Defendant filed previous filings through counsel. However, certain electronic files were not readable at that time due to server password recovery issues. Forensic recovery has now opened these email files of certain Plaintiff witnesses (Exhibits #1 and #2) which have material bearing on the reply to this motion as new evidence, offering the opportunity for reconsideration of previous rulings on this matter.
- 3 Defendant is not assured that this case will get past this summary judgment motion, however, in the event it does then Defendant is advised that a Plaintiff's Attorney can not perform civil defense work "pro bono" or on a "contingency basis". The legal costs to defend this matter through trial are not easy to estimate. It was explained to Scambler by counsel that the process ¹ will include extensive pre-trial discovery, video depositions of all plaintiff's

¹ Subject to getting past Plaintiff's Summary Judgment Motion

witnesses (involving the need for ex-state and ex-USA (Canada) video depositions including time and expense of travel and rental of locations), together with motions and replies and trial and post trial appeals. The estimate, utilizing counsel, for this whole process soup to nuts are of costs and time billing between \$200,000 - \$250,000. The Defendant is not in a position to fund (or justify) that amount of legal costs, and is left with no other option than to struggle along pro se.

- 4 Defendant adopts all previous filings and documents as presented through counsel and adds further evidence as on certain recovered electronic files and submits this reply, with the added motion to reconsider previous rulings in light of this new material evidence.
- 5 Defendant presents background information and argument, with new evidence and prays the court deny this Motion for Summary Judgment, and reinstate the "Revised company Minutes", and if possible grant Defendant some costs to pay the lawyers.
- 6 Scambler, as a CPA, is accustomed to billing and getting paid for the work undertaken or responsibility engaged. A theme through this response is "follow the cash, no work for no pay". Scambler has worked since he was 16 years old, and worked with KPMG in London, Scambler has held CFO / CEO positions and has always undertaken work for payment, (excepting charity volunteer work as a CASA, leading Red Earth auction fund raisers and as Troup 114 Scout Master). Scambler since this Petition and associated publicity issued, is not able to effectively work to a profit. This Petition seeks punishment both in monetary fine and permanent injunction. Scambler contests he asserts he was not at fault.
- 7 Who was at fault, and taking a teacup size view of what is all going on here, is quite simply Mr Trace Maurin et al is spinning the State Administrator a fine yarn, while laughing all the way to the bank, with no legal costs to him or Cantex, having re-gained control of Cantex April 2014 without paying the \$300,000 or more the company Cantex owes Scambler for management, funding and services under executive employment contract Jan 2014 to April 2014 and onwards.
- 8 The *reading of the tea leaves* (drill down to the facts) will show any potential OK C&D Order transgression issues and matters were caused by the lies and misrepresentations of Mr Trace Maurin in 2010, and were the acts of Harvey Bryant (not acts of Scambler who in fact closed down Cantex share offers and trading for four years and more to April 2014.
- 9 Mr Maurin was selling these Canadians Cantex's working interest in his TX family ranch play May 2010 (Exhibit #4) and issuing options in Cantex May 2010 (Exhibit #3+) all without

PPM's or Offering docs. Having lost all their money in the failed well project of 2008, Maurin taps the same shareholders for another tranche. Absolutely these Canadians as mad as rattlesnakes that this was all a total loss to them and in essence all a fraud. Sure they want to shoot the messenger five years later. Well in 2014/2015 it is the same Mr Trace Maurin who makes further and revised affidavits as he continues to make clear mis-statements to his advantage, egging the State Administrator on to fund state litigation to Mr Trace Maurin's advantage. All this, while critically not disclosing the initial source of these investors anger was in fact then him in 2010, and now him again as Cantex was ground through a 100-1 reverse and minced into Arkose, which now has claims over \$200,000 – \$1,000,000 against it. (Exhibit #10)

- 10 What Mr Maurin fails to inform the OK Administrator that his father, his brother and him in 2010 owned a thirteen (13) square mile mineral tract on the Maurin farm in Terrell County Texas. The mineral leases were in main part leased by Slossen through 2010. Maurin had Cantex acquire some through a contrived inter-family Co.– Cantex loan for \$200,000. Mr Trace Maurin then proceeded to sell these interests. (Exhibit #4) The tract he claimed had potential “Val Verde” gas. Mr Trace Maurin sought to gain further direct family gain by having sold further leases to Cantex and its hapless Canadian shareholders.
- 11 To effect his gain and fund the \$20,000,000 or more of drilling required Mr Trace Maurin contrived to make representations to Gary Bryant and then Harvey Bryant. These claims were ab initio un-verifiable as to veracity due to Mr Maurin being the sole Director and CEO of Cantex from pre 2005 to August 2010. Based on Mr Trace Maurin's assertions, Mr Harvey Bryant took on the role of President and attempted with his brother Gary Bryant to re-finance this company Cantex and fund this project, using Bedford Energy Inc which Mr Harvey Bryant still controlled as his leverage. These false assertions of Mr Trace Maurin were that Cantex “was a fully reporting pink”. These assertions were heard by Scambler in the lobby of a hotel in San Antonio, Texas. That is the meeting was not held in in office or in location of wi-fi internet. (Back in 2010 this local hotel did not have free wi-fi in the lobby). The meeting concluded after a Letter of Intent (LOI) was signed. There was no further discussion.
- 12 Based on these assertions by Mr Trace Maurin this company Cantex should have fallen outside the C&D from Oklahoma as an exemption. ² These claims by Mr Maurin all transpired to be self serving, self dealing misrepresentations, in effect gross lies. The lies had

² This is based on more likely than not and fully complied reporting.

knock on effects as reliance was made on these misrepresentations as follows:

- a. by both Gary Bryant (in CA/TX) and Harvey Bryant (in TX/OK). Mr Harvey Bryant (as demonstrated in State Administrators's filings) was very Old School. He did not like email or internet or any "new fangled computer crap". He was the perfect sap and vehicle for Mr Trace Maurin, as he would be unlikely to check in to the "Cantex reporting and compliance issues" which were fabricated untruths. Bryant, with his extensive experience as a Stock broker and Chairman and Director of Bedford Energy drew up minutes which he required to be "on record" prior to a Cantex Press Release. These minutes were compiled and issued without prior review and they were issued as compiled with "pdf block signatures". (Exhibit 1). Gary Bryant (in CA/TX) as Newport Capital was given sole control of the Press Releases (Exhibit 2). These minute documents and press reports of the company Cantex were issued by Mr Harvey Bryant, and were not a reflection of an actual meeting or agreement of the "Directors" per se. The sole basis on these initial minutes were as support for his need for "immediate press releases" in a rush to find funding. Given they were based on Mr Trace Maurin's representations as gross lies and fabrications the documents themselves were in as much neither correct nor accurate. They needed to be revised.
 - b. by Scambler, who was involved by reason of the prior Bedford Energy Inc transaction and the proposed merger. Bedford Energy Inc, (a non-reporting company) was the company upon which the asset foundation of the merger was to be based. Mr Harvey Bryant held control of this through the issuance of the stock certificates in Cantex and Bedford, and the funding of the transaction. Had these claims by Mr Maurin been true this merger transaction would be exempt the C&D. However, if in fact these claims on Cantex were all lies, as they turned out to be, these transactions might not be exempt and Scambler would need to ensure he was not "in control" nor making any offer or discussion of stock in or from Oklahoma.
- 13 The initial minutes which Mr Bryant prepared and provided did not end up in the Cantex ring binder minute book. Mr Bryant held on to them.
- 14 Scambler reviewed the available filings of Cantex, or total lack of them. Upon finding out that Cantex had not prepared SEC reports, has not prepared annual audited accounts nor even filed its taxes to the Federal Government (it being 2010) for the previous four years or more back to year end 2006, Scambler had a meeting with Harvey. Heated words were exchanged. Scambler argued that all of this reporting needed to be completed, audits and if necessary and corrected before Cantex would be a reporting Pink. Harvey Bryant argued that he and his

brother Gary had enough with the Pink sheet trading company to get funding. Harvey Bryant argued that Scambler had not yet completed the well work on the Warren well as contracted and as such he did not control Bedford Energy at that time. Scambler argued that the non disclosure of the downhole cement and water issues on the well that had made that a much longer and more complicated job. Harvey Bryant counter argued he was still needing that done before he could release the working interests and complete the Bedford Energy Inc transfer. Bryant stated he would hold both the Bedford Energy Inc stock certs and the Cantex stock certs until the merger closed and was funded. Bryant held the upper hand and all the share certificates. Scambler did come to partial agreement with Harvey Bryant with the understanding that revised minutes would be issued and put on the company files and minutes with the position that Scambler was not to be referred to as to Cantex other than as Chairman and CEO of Bedford, a company in a pending merger. Scambler and Bryant agreed that any position in Cantex for Scambler would be pending the completion of the merger and agreement of an employment contract detailing full responsibilities. Revised minutes, reflecting this position were compiled. The standard pdf signature block was used, excepting Scambler signed as initialed to ensure veracity (initials were **not** a pdf block signing).³

- 15 The use of Pdf signature blocks may have given the Plaintiffs suggestion of “creative revisions”, however such pdf signatures were controlled by Bryant using the office staff. The revisions were necessary as initial documents were issued for their being used for Press Releases without agreement of Scambler.
- 16 It is important, and good professional practice, for Scambler to maintain his signature control. Scambler is an Oklahoma licensed CPA. Mr. Scambler practices as a CPA in Oklahoma. Scambler ensured that documents he agrees to are signed and go out with his actual signature or initials. Where that did not happen there are obvious issues, and these documents, the lies they were based on, and the facts they cover in scope are materially in dispute. The plaintiff has drawn conclusions in favor of the Administrator. These conclusions are drawn on false premises based on lies and misrepresentations of Mr Trace Maurin. They are not based in actual fact.
- 17 Filing this response pro se Scambler readily admits he is not a legal professional in the composition of responses to motions. He does not have the training for succinct legal writing. This reply does relate to Scambler's livelihood and reputation and is very important to him. It

³ When the Cantex ring binder was in the office these minutes were placed in the ring binder.

is hoped that as an alternate common palmistry justice comparisons would be allowed, though they take a good deal more writing to expound. This situation is not much different from other situations in history. Lets go back to past times in British history when stag, venison and game were reserved for the King and Landed Estate owners. When there are estate rules protecting the “game of the king” the poachers will seek to pluck the fat pickings of the King’s game. The gamekeeper works alone and oft has to cover more ground than is possible for one man to keep watch on. What a splendid and brilliant wheeze when the poachers can kill a kings stag and conspire to have the game-keeper found by the kings men (who they just tipped off) cleaning up the mess of the dead stag. Well sure its funny, sure it has the game keeper under suspicion, but it does not make the gamekeeper the one who killed the stag. Holding up the gamekeeper does not promote catching the poachers.

- 18 Harvey Bryant was clearly duped (and is deceased) sothe remaining “poacher” here is Trace Maurin who has re-gained the company Cantex (now Arkose) and gotten Scambler (game keeper) tied up dealing with the King’s men (OK Administrator). Scambler having lost the company and job he had in 2014, is not able to afford to pay attorneys for this defense and go on after the poachers by Court action at this time. Are there consequences, sure. While Cantex was managed by Scambler after January 2011, no non-close individual investor was able to lose money as the stock issues and transfer agent were closed out by Scambler. Within a few months of Arkose formation investors have been crammed down 100-1 in a reverse and Arkose is facing litigation over \$200,000 - \$1,000,000 or more for non-payments on operations. (Exhibit #10) It appears now post April 2014 all new and past Cantex investors have total losses.
- 19 Scambler will try as set out below to show that Mr Trace Maurin caused this mess with his self-serving lies. He now ends up being the State Adminstrators key source of documents and lead witness, while he personally benefits from regaining Cantex (now Arkose). This lying double dealing situation puts the State Administrator’s case under heavy onus and burdens of proof, and especially hard to claim “their facts based on Maurin’s self serving claims and omissions and lies” are **undisputed**. How can facts based in lies be undisputed? As such, it would be invidious to grant Summary Judgment at this stage. This case should proceed to discovery, (and if necessary leading all the way to a Jury trial); where these facts can be heard in Oklahoma county before Oklahoma peers.

II RESPONSE TO PLAINTIFFS' STATEMENT OF MATERIAL FACTS
FOR WHICH GENUINE ISSUE EXISTS

20 Plaintiff's motion does not appear to contain a statement of "undisputed facts" to a laymans reading? ⁴ The Plaintiff's motion contains drawn inferences from Mr Maurin's lies that "no genuine issue exists". Defendant disputes all these drawn inferences. There is no evidence to "undisputedly" support the allegations contained in Plaintiffs Petition and Motion. For example a cell phone number may have had a (405) area code. That phone may be used on a conference call, (whether iphone initiated or 1-800 dial in). A (405) area code does not place the speaker physically in Oklahoma. (See Exhibit #7 Scambler location) The affidavits further do not "undisputedly" support the allegations to attest with any certainty that the speaker Scambler talked about "Cantex securities" or "Cantex offers" at that time as making offers to purchase them. These statements are thus not a statement of "undisputed facts" but are instead a compilation of questions of fact that are to be determined by a jury. ⁵

Plaintiff's Statement

1. Between August 2010 and March 2014 (the "Relevant Time Period"), Defendant Scambler and CanTex Energy Corp, (CanTex) offered and sold shares of the common stock of CanTex (CanTex Stock) in and from the state of Oklahoma. See *Declarations of Trace Maurin and Sawinder Hayre attached as Exhibits B 17 and C1 7 and ¶ 9, respectively.* ^{**6}
2. During the Relevant Time Period, Defendant Scambler was Chairman of the Board of Directors and Chief Executive Officer (CEO) of CanTex and in control of CanTex. See *Declaration of Kaily Ball attached as Exhibit D ¶ 5 and Exhibit B ¶6.*
3. Harvey Bryant and Trace Maurin were the other board directors of CanTex. Neither Harvey Bryant nor Trace Maurin was in the Oklahoma City office on a daily basis. See *Exhibits B ¶ 5, 7 6 and D ¶ 2, 115.*

Defendant's Dispute in Reply

Denied, there were offers and sales made by Harvey Bryant September 2010 to October 2010 but none for four or more years Nov 2010 to April 2014.

Denied, Scambler was not in control Sept. 2010 to Oct. 2010, the "revised relevant time".

Admitted as to directors, denied at to control or office use in the "revised relevant time".

⁴ required by Rule 13(a) of the Oklahoma District Court Rules.

⁵ Lawyers here just write "denied" but I need to visualize what I am denying, so hope this format works

⁶ ** Each and every one of these affidavit "declarations" have to be reviewed and evidence compiled in video depositions to show that these "self interested" witnesses are lying and making perjurous statements.

- | | | |
|-----|--|--|
| 4. | CanTex's principal office was located in Oklahoma City. See <i>Exhibits B 7 5, D 7 1, and Declaration of Brandt Dismukes attached as Exhibit E ¶ 4.</i> | Denied, as to location of Principal office or use in the "revised relevant time". |
| 5. | While in the Oklahoma City office, Defendant Scambler held a conference call wherein he, as CEO of CanTex, offered CanTex investors additional shares of CanTex Stock. See <i>Exhibits C ¶ 8 and D ¶ 9.</i> | Denied – Scambler was not in the office, nor likely in the State. |
| 6. | In September of 2010, Defendant Scambler offered Tejinder Grewal, a CanTex investor, additional CanTex Stock. The CanTex subscription agreement provided by Defendant Scambler to Mr. Grewal was for fifteen million (15,000,000) shares at .01 cent per share, for a total purchase price of \$150,000., See <i>Declaration of Tejinder Grewal attached as Exhibit F ¶ 7, ¶ 8.</i> | Denied, this was not a document compiled or authored or physically signed by Scambler. |
| 7 | On approximately September 30, 2010, Sawinder Hayre, a CanTex investor called Defendant Scambler. During that telephone call, Defendant Scambler told Sawinder Hayre that CanTex needed money to get its financial statements prepared and offered to sell him additional shares of CanTex Stock for \$.01 per share. Sawinder Hayre declined Defendant Scambler's offer. See <i>Ex. C</i> | Denied – Scambler was not in office, no discussion of Stock |
| 8. | On other telephone calls between Sawinder Hayre and Defendant Scambler that occurred after the September 30th telephone call, Defendant Scambler offered to sell additional shares of CanTex Stock to Mr. Hayre. Sawinder Hayre never accepted Defendant Scambler's offers. See <i>Exhibit C ¶ 9.</i> | Denied Scambler was not in office, no discussion of Stock |
| 9. | In October of 2010, Gary Berar, a CanTex investor, received a telephone call from Defendant Scambler and Harvey Bryant offering him additional shares of CanTex Stock. See <i>Declaration of Gary Berar, attached as Exhibit G ¶ 4.</i> | Admitted a telephone call occurred, one of several. Denied that Scambler discussed Cantex stock or was in Oklahoma |
| 10. | Subsequent to that telephone call, Gary Berar purchased 1,5 million shares of CanTex Stock. See <i>Exhibit G ¶ 5.</i> | Admitted |
| 11. | Gary Berar wired \$15,000 for the 1.5 million shares of CanTex Stock to a CanTex bank account held at BancFirst in Oklahoma | Admitted |

on October 14, 2010. See *Exhibit G ¶ 6*.

12. In January of 2011, Gary Berar received a stock certificate from CanTex signed by Harvey Bryant, as President, and Bruce Scambler, as CEO. See *Exhibit G 7*. Admitted that a stock certificate was issued, denied as to Scambler signing the certificate, not seen Ex. G 7
13. At all times material hereto, the CanTex Stock was not registered under the Act. See *Declaration of Ken Maillard, attached as Exhibit H*. Admitted
14. Shares of CanTex Stock have not been registered pursuant to the Securities Exchange Act of 1934. See *SEC Attestation, attached as Exhibit 1*. Admitted
15. The Department did not receive notice of the offers and sales of the CanTex Stock pursuant to the Agreement. See *Declaration of Brenda London, attached as Exhibit J*. Admitted as to offers

Details of these denials and admissions (#1-15) are set out in Exhibit #13 in tabular form

III DEFENDANTS PROVIDES ADDITIONAL CONTROVERTED FACTS IN SUPPORT OF DENIAL OF SUMMARY JUDGMENT.

- 21 Scambler admits in part but mainly denies the claims that there are material undisputed facts as made by the Oklahoma Department of Securities in their motion in CJ-2014-1346. As argued herein the denial includes the grounds that the affidavits are contrived and made by persons self interested in gain, aggrieved⁷ and with malice. Not only are the facts set out by the plaintiff in dispute, but there are additional controverted facts. Lies were told by key persons, material false misrepresentations were made and documents were issued without approval. These lies and actions on the facts caused the need to correct the documents which is not altogether easy or effective in light of press releases regarding a poorly run pink sheet company.
- 22 Material to the facts were Mr Trace Maurin misrepresentations August 2010 to Gary Bryant, Harvey Bryant and Scambler, that he had (i) A fully reporting compliant pink sheet company

⁷ Madder than a pit of rattlesnakes would be a good analogy

- (ii) Valid paid up oil and gas leases to be operated by Slossen, leases with a viable gas development in the Val Verde. (iii) Compiled accounts and SEC reports filed. These were all found to be misrepresentations and lies, which are additional controverted facts.
- 23 Material is also Mr Harvey Bryant, as Cantex President, from August 2010 on that based on having a reporting compliant pink sheet company, with valid leases with a viable gas development and compiled accounts and SEC reports his brother Gary Bryant, would be able to fund this in a “matter of weeks”. Given that Mr Maurin’s claims were lies, then the time of “funding” was “moot” as there was no basis in fact to be able to quickly fund this pink. These matters were all found to be misrepresentations founded on base lies, which are additional controverted facts.
- 24 Material to the facts were Mr Trace Maurin who had issued Options to shareholders without disclosure, (Exhibit 3, 3A, 3B, 3C and 3D) Material to the facts were Mr Trace Maurin who omits to disclose to the Oklahoma Department of Securities that he had in March 2010, granted himself 500,000 share options and to other investors 2,300,000 in options. They form a material fact. The options mean that upon presentation the company (which plaintiff claims Scambler controlled) that Scambler could be forced to issue shares without an offer through to February 28th 2012. Mr Trace Maurin did not timely disclose the existence of these options for 2,800,000 shares. They would have represent a catch 22 no win situation to Scambler (reference the OK C&D Order).
- 25 Material to the facts were Mr Trace Maurin had been selling Cantex’s working interest to other Shareholders (including the Canadian shareholders from India, (Exhibit 4) May 2010.
- 26 Mr Trace Maurin also tries to egg on the OK Administrator claiming that Scambler started selling these shares as soon as the ink was dry on the OK C&D Order, saying there were meetings in 2009 in his affidavit. Scambler denies there were any discussions or meetings prior to August 12, 2010. In 2009 Scambler had not even met Mr Harvey Bryant. By August 2010 Scambler was contracted and locked in to certain well completion obligations with Bedford Energy Inc and could not breach those obligations which prevented Scambler from avoiding this Bedford/Cantex merger and just walking away.
- 27 Mr Scambler, as a CPA, followed the pre merger guideline practice of getting proven facts and information. Scambler was not inclined to take on “control”. Added responsibility was deferred until there was a contract and engagement. Having secured that contract January 2011, Scambler closed the Cantex company stock trading account and kept it that way for

over four years.

- 28 Material to this dispute is that from 2006 onwards and up until August 2010, the primary and SOLE control person of Cantex Energy Corp was Trace Maurin, who was the **President** of Cantex. That is “**President**” was the sole and lead role of the company from 2006 to August 2010. There was no appointed CEO. In Company governance with “sole director” a “President” is indicative of the highest and strongest Position. Corporate governance and structure has many permutations across various companies. firms. In small companies, like Cantex, often the same individual serves as the chairman and the president. The president, is the top executive in a company responsible for managing a company’s operations and performance. The Oklahoma Case law, and appeals court are well versed in taking a company President as the lead position in a small company ⁸ In Dobry v. Wayne, promissory note executed by the company president for settlement of surface damages in connection with the drilling of some oil wells. The company president testified that Anthony Wayne was a director, but had little or no responsibility for, or knowledge of, the day-to-day operations of the company handled by the president.
- 29 3rd Party Confirmation of this president role of Trace Maurin from 2006 to August 2014 is published on the 2015 Arkose Website (Exhibit 5).
- 30 Change of “Corporate governance and structure” requires pro-active detailed board minutes and specific appointments and reporting lines, none of which are in evidence for Cantex. Simply absent these restructuring minutes, as of August 12, 2010 the President Trace Maurin passed the baton of Cantex President to Harvey Bryant, who took over the lead role in the Company. (Ref Draft Cantex Energy Corp (hereinafter “Cantex”) Minutes of that period issued by Harvey Bryant). Reference further Revised Minutes (Exhibit 12), Scambler’s position conditional upon the closing of the merger.
- 31 That is a key fact in this case, that a merger and restructuring would occur and upon that restructure there would be a CEO of the combined companies, yet until that time Cantex would run with a President who was Harvey Bryant.
- 32 **Personal Liability:** The Plaintiff, is trying here to make Scambler “personally liable” and punish Scambler. There is no other way to read this Petition. Making Scambler personally liable as a Defendant (albeit wrapped in Securities Title 71) is not much different from the

⁸ Dobry v. Wayne, 1987 OK CIV APP 34, 737 P.2d 583, 58 OBJ 1197, Case Number: 65339, 65340, Decided: 04/28/1987 regarding

question of "what type of knowledge, approval and consent is required under section 1212(c) in order to impose personal liability upon officers and directors"⁹ In *Brown Oil Co. v. Shipley* The court of appeals applied the test from *First National Bank of Boston v. Silberstein*, (a case which the Oklahoma Supreme Court had previously followed in interpreting section 1212(c).)¹⁰ Silberstein stated that "personal liability is determined by the acts of [the officers and directors] in consenting to and approving the debts of the corporation where knowledge of their creation is shown to have come to them in the regular course of the business of the corporation." (Emphasis added). In *Brown Oil*, 706 P.2d at 176, the court of appeals found that "proof that a director [737 P.2d 585] took no action after having knowledge of a debt would be sufficient to show that he has approved and consented." The judgment on a jury verdict against two directors was reversed because there was no evidence to show any knowledge, approval, or consent by the directors in question. In the instant case there is similarly no evidence of any affirmative consent or approval, nor even tacit consent or approval by inaction, after knowledge in the regular course of business. Accordingly, the judgment must be reversed.

33 These facts have similar instances of the President acting without Directors knowledge.

34 Further from (Exhibit 5) the consequences of these facts are that Trace Maurin was the only officer and President meant he was the only person who knew of the company situation up to August 2010. His claims and undisclosed offerings were extremely difficult to verify due to his sole control. His claims that the "company fully up to date" and claims that the "company had valuable leases" were later found to be gross misrepresentations and totally false.

35 What is in evidence it that:

- i) Cantex (Cantex) is a Nevada corporation
- ii) As of 2006 through 2012 Cantex was headquartered and registered as officed in Texas.
- iii) There is no Board or corporation minute or agreement on record that shows Cantex would revise, move or change either operational HQ or registration to Oklahoma
- iv) The Cantex IRS, Federal address and Texas registered address was in Texas, as was the payroll and wages reporting information through to 2011.
- v) Cantex did not register to "conduct business" in Oklahoma and was never

⁹ *Brown Oil Co. v. Shipley*, 706 P.2d 173, 175 (Okla. Ct. App. 1984).

¹⁰ 398 S.W.2d 914, 916 (Tex. 1966)

“registered to do business in Oklahoma”.

- 36 The Cantex Minutes Draft & Revised evidence a meeting held by Haryey S Bryant on 18th August 2010. This meeting had Trace Maurin in attendance by phone. Mr Harvey S Bryant acted as Director and Secretary of this meeting. No Chairman of the meeting was appointed. Some days after the meeting draft minutes were circulated. These minutes did not reflect the discussions of the meeting, but were self serving to Bryant and Maurin. Scambler after discussions with Harvey Bryant detailed revisions to the minutes and made notes of discussion points. Scambler raised several questions about this draft reporting and insisted on revisions. For example the Board minute was dated “effective 12th August 2012” whereas the meeting was held on 18th August 2010. Scambler was informed that this was to ensure Mr Bryants’ appointment as Cantex President was as of the date of the LOI regarding the merger in line with the issued Press Release. This effective date was let to stand but the minutes were revised to reflect to meeting agreement (revised Minutes).
- 37 A material fact not covered by Plaintiff is an explanation as to where are the “original signed documents”. With over four years for Plaintiff to gather these documents, including pre-mortem interviews with Harvey Bryant, where are these original documents? Where are the original signed minutes? Where is the original of a Cantex letter of appointment to Scambler? Where are the originals of any confirmation shareholder meetings? Absent verified originals these documentary facts are controverted.
- 38 The effect of the Cantex Draft Board Minutes (Exhibit #6) and Revised Amended Board Minutes (Exhibit 12) from meeting on 18th August 2010, was that
- a. Mr Haryey S Bryant was appointed President and Secretary effective from 12th August 2010.
 - b. Scambler’s was to be the CEO of the combined companies when the merger completed. Mr Haryey S Bryant confirmed Scambler’s position was that the Bedford Stock to be used in the merger was subject to conditions on a well being returned to production. Further that until the funding for the merger was brought in as promised from Gary Bryant’s contacts, the merger transaction was not effectively complete. Scambler would thus hold no Cantex stock until the well transaction completed and the merger closed. Scambler was assured by Mr Haryey S Bryant that the merger would fund and close in “less than a few weeks”. Based on this there was an interim pre merger expectation of positions. Nonetheless the Revised Board minutes would be

recorded as reflective of Scambler's position:

"Bruce John Scambler has agreed, subject to and upon the date of completion of the merger of Bedford Energy Inc. and Cantex, he would then become the Chairman of the combined Cantex/Bedford board, and CEO of the combined Corporation. He would act as a Cantex Director in the Interim.

Cantex Revised Minutes

- 39 After August 18th 2010, (Draft and or Revised Board minutes effective as 12th August) Mr Haryey S Bryant was the President and Secretary and active control person for Cantex with Mr Maurin as COO. This control situation remained the position through to January 2011. Mr Haryey S Bryant compiled press releases, issued through his brother (Mr Haryey S Bryant delegated the Market wire releases to his brother Gary's company (see Email Exhibit 2)), and handled all of the books and records and transfer agent.
- 40 On November 2, 2010, Mr Haryey S Bryant's daughter Julie Bryant Mitchell was found murdered in her Edmond, (northwest Oklahoma City) home. After this, Mr. Harvey S Bryant was not interested in Cantex or related matters. Mr. Harvey S Bryant requested Scambler take on the work role of CEO of Cantex, as he wished to resign as President and Director. Mr. Harvey S Bryant agreed Cantex should take on a CFO, and Cantex appointed as CFO Mr. James Ritchie. Mr. James Ritchie was appointed Director and CFO November 2010. Mr. Harvey S Bryant agreed to the terms of Scambler's CEO Executive contract effective January 2011, and for CFO Mr. James Ritchie as Executive Director to sign off such contract.
- 41 In late January 2011 Scambler obtained the check books of the company and records from Mr. Harvey S Bryant. Mr Harvey Bryant resigned as President and Secretary January 31, 2011.
- 42 Material to these facts are that Mr Haryey S Bryant died in October 7, 2013.
- 43 Mr Haryey S Bryant had sold most of his 24,000,000 shares to his brother Gary Bryant prior to his death. With these sales and death legacy, Mr. Gary Bryant took over the controlling stock voting block of shares 24M Cantex shares.
- 44 It is also of note that during October through December 2010, Mr Mauran was working on an offshore drilling rig, based off the coast of Angola, Africa. He was extremely difficult to timely contact. For several weeks over this time period due to Maurin's tropical illness he became totally "out of contact". (Exhibit #14) Mr Trace Maurin, while effusive in his knowledge of meetings that never happened in 2009, and forgetful of his offers and sales of options, and offers and sales of working interest, is thus not exactly in a position to comment

on this time critical period with any relevant first hand knowledge.

IV. SUMMARY JUDGMENT STANDARD AND MOTION TO RECONSIDER

45 Defendant seeks to be allowed to proceed to discovery and depositions, (with the possibility of it leading to a Jury trial) where these facts can be heard in Oklahoma county before his Oklahoma peers. The Plaintiff as the party moving for summary judgment carries the burden of showing that there is no “genuine issue of material fact”.

*“Summary judgment is a pretrial procedure available where there is no dispute as to the material facts and the inferences that may be drawn from the undisputed material facts and where the evidentiary materials establish each and every material fact necessary to support the judgment as a matter of law”.*³

46 This summary judgment motion is akin to a surprise U-boat attack, which is just not exactly *cricket*. Defendant was obviously not prepared for this, and made a pretty poor showing on its first attempt of a reply. Afforded this second chance, and with the new evidence, Defendant argues that Plaintiff, for the reasons set out herein, has basically **not** come close to meeting this burden. Not only are all of the material facts relevant to the Plaintiff’s case in dispute, but the person(s) attesting to OK Administrator’s case lied, omitted key aspects of their interests and moreover gained directly from the lies.

47 Further for *evidentiary materials- establish each and every material fact necessary to support the judgment* the prevailing standard of proof in actions for injunctions against reporting or order violations, appears to still be the preponderance of the evidence.¹¹ At this time with the “surprise attack” tactic Defendant has not been afforded any chance to rebut these claims and build up Defendant’s preponderance of the evidence. It may well be that Counsel to date has been loathe to issue “discovery” absent covering payments of legal costs, however, nonetheless the situation is that Defendant has not been provided any documents in an exchange of documents or afforded any discovery. So how can defendant know what evidence is there to be “balanced against” in this preponderance of the evidence weigh off competition. At this early stage of inquiry, with no opportunity afforded defendant of discovery, no video depositions, no ability to obtain living testimony of the deceased Harvey Bryant, the burden on the Plaintiff must be held to a higher bar standard. Defendant would request and pray this

¹¹ SEC v. Savoy Indus., 587 F.2d 1149 (D.C. Cir. 1978) (injunction sought for violation of reporting provision of Securities Exchange Act of 1934). Id. at 1169

summary judgment motion is dismissed so discovery can begin.

48 Its not written in stone, and a lot of this is discretionary, but Case law guidance sets out in Cantex's jurisdiction, that all evidence favorable to the defendant must be taken as true and all reasonable inferences, including any doubts, must be resolved in the non-movant's (Defendants) favor." Id. Nixon v. Mr. Property Mgmt. Consequently, all evidence supporting Defendant's defenses and response to Plaintiff's summary judgment motion must be taken as true.

49 **Motion to Reconsider**: A further issue is that the plaintiff's claimed "Facts" are not supported by any original Cantex documents. There are none in evidence. The evidence we have is that Harvey Bryant got the office staff to use "pdf signature blocks" (used with the knowledge and agreement of Mr Maurin (per Exhibit #1), but not with the agreement or knowledge of Scambler. Letters were also sent out, when Scambler was not in the office, which were not authored or agreed to by him. In this situation the court is requested to adopt the more favorable document to Defendant as the Revised minutes (Exhibit 12) at this time and reconsider its previous ruling to strike them in whole or part. The new evidence is of the electronic email as the confirmation email of notice and Mr Trace Maurin's permission in using pdf signature blocks as standard company agreed practice for him as to his affirmation.

50 For these reasons Summary judgment should **not** be granted as a matter of law. ¹²

V. FINDINGS OF FACT APPLIED TO THE LAW IN RESPONSE TO PLAINTIFF'S FACTUAL ARGUMENTS RELATING TO TITLE 71.

51 It is material to the motion for Summary Judgment as to what such judgment has been claimed for. The Administrator appears to be acting "prior to" an administrative proceeding on these new facts, and is maintaining an action in the district court of Oklahoma County. The Administrator is now in 2015 seeking to "enjoin the act, practice, or course of business and to enforce compliance with this act or a rule adopted or order issued under this act or constituting a dishonest or unethical practice" relating to acts which occurred over five years ago. ¹³ Material to continuing this action is that the primary actor President Harvey Bryant is dead, and the previous primary actor President Mr Trace Maurin has regained Cantex and

¹² STATE ex rel. PRUITT v. NATIVE WHOLESALE SUPPLY

Database: Oklahoma Supreme Court Cases

Public Domain Citation: 2014 OK 49 *Lowery v. Echostar Satellite Corp.*, 2007 OK 38, ¶11, 160 P.3d 959, 963.

See also other State guidance ref *Nixon v. Mr. Property Mgmt.*, 690 S.W.2d 546, 548-49 (Tex. 1985).

¹³ Cited 71 O.S. § 1-603 (OSCN 2015).

formed a successor company Arkose with the incentive to not pay Scambler over \$300,000 or more for all his work and management for four years under his Cantex employment contract, and he is the State's primary witness.

52 In question as to applicable facts is what exactly is the Administrator claiming? Application of the act requires showing that Scambler himself has

- a) engaged in an act or course of business
 - i. either "constituting a violation of an order issued under this act"
 - ii. or "constituting a dishonest or unethical practice" or
- b) that Scambler has engaged in an act, practice, or course of business that materially aids a violation of this act or a rule adopted or order issued under this act or a dishonest or unethical practice. ¹⁴

53 For Scambler to have "aided a violation" ((b) above) then Mr Maurin or Mr Bryant would have had to be committing a violation. The OK Administrator has not been told of Mr Maurins acts, which likely occurred in Texas (and may or may not be barred by statute of limitations). OK Administrator admits to meeting with Harvey Bryant and in and around 2012. No administrative hearing or title 71 Court action was instigated, prior to Mr Harvey Bryants death. Thus it has to be concluded that there was no "*violation of this act or a rule adopted or order issued under this act or a dishonest or unethical practice*" Scambler could thus not materially aid a non-existent violation. Application of (b) would appear to not apply and be moot to this reply.

54 The Administrator has to be claiming that Scambler himself acted

- i. either "constituting a violation of an order issued under this act"
- ii. or "constituting a dishonest or unethical practice" or

55 The disputed evidence presented so far does not show either of these to have definitively and undisputedly to have occurred. ¹⁵

56 The statutory guidance as to the part B in that :"*In an action under this section and on a proper showing, the court may*" - There has not been a "**proper showing**". The time is thus not now, nor the case ripe to grant summary judgment.

57 What can be said quite definitively is that "this all smells like a pig farm". That is likely the case; and working in and around "promoters" is akin to being a pig farmer. As hard as you try to get away from the smell of the pigs, use scented soaps, shower daily, wear hazmat suits all day, you will still come off smelling of pig sh*t. Irrespective of the smell, the pig farmer

¹⁴ Cited 71 O.S. § 1-603 (OSCN 2015).

¹⁵ (See detailed discussion Section VI and Section VII below)

has as much right to be heard by his peers as any other citizen.

58 It's a bad smell, but lets not overstate it. Overstatement comes in the Administrator's claims in plaintiff motion based on Maurin's suspect testimony that "*Between August 2010 and March 2014 (the "Relevant Time Period"), Defendant Scambler and Cantex Energy Corp, (Cantex) offered and sold shares of the common stock of Cantex (Cantex Stock) in and from the state of Oklahoma*".

59 That is a gross over-statement as to the "*Relevant Time Period*". Defendant uses the "*Revised Relevant Time*" as being 12 August 2010 to the day after the murder date Nov 3, 2010. During this time *Revised Relevant Time* President Harvey Bryant controlled this company and the merger project. From November 3, 2010 to end Jan 2011, President Harvey Bryant took lesser role leading to his resignation effective Jan 31,2011.

60 Scambler post murder, closed down any Cantex Stock offers and prevented stock issues or transfers four or more years, including refusing to honor the Maurin or other shareholders options and publicizing and whistleblowing on the contrived value of the Maurin leases to the Canadian shareholders who had bought in to them, which made them as mad a rattlesnakes.

61 Scambler argues in Section VI below that he did not instigate or engage in an act to violate the order, and then Section VII below that his acts were not "dishonest or unethical practice" but professional in stepping up to provide support to a grieving colleague. Scambler's support had costs, (which are unpaid) and consequences (no Stock Transfers for 4 years).

VI. LACK OF CONCLUSIVE PROOF THAT DEFENDANT WAS ENGAGED IN AN ACT OR COURSE OF BUSINESS CONSTITUTING A VIOLATION OF AN ORDER

62 The facts are that the original order of June 2009, was made under a voluntary agreement. Those facts were that a promoter of the Access Energy Group a Mr Jeff Berlin took / stole \$250,000 or more of investor funds four years before in 2004 (per Court Case Exhibit filings and audit of Access books). Berlin deposited most of the money in accounts he alone controlled. There was one investor check for around \$17,000 deposited in an operating company account. Berlin immediately drew off the \$17,000 against cleared funds as claimed remuneration. Scambler was managing the oil and gas business and happened to be using that one account. Scambler did not gain any benefit from these \$17,000 of funds.

63 These issues had started in 2003-2005 as source matters and were very vitriolic in origin. They were all settled as to their contract issues by October 2005.

- 64 A reticent party attempted to re-start the issues four years after the 2005 settlement filing in 2009, raising nebulous personal and company issues in Topeka Kansas.
- 65 Defendant settled these issues in Kansas. Defendant was advised by counsel Mark Robertson of Robertson and Williams of Oklahoma City. On the same facts in the related action in Oklahoma, Scambler sought to clear the matter “without any admission of liability” and without the publicity that this would entail. ¹⁶

“Without admitting or denying the Findings of Fact and Conclusions of Law set forth in the Recommendation, Respondents MOC and Scambler voluntarily executed the Agreement Relating to Merrick Operating Company and Bruce Scambler ("Agreement"), attached hereto as "Exhibit A" and incorporated herein by reference, and consented to the issuance of this Order to Cease and Desist ("Order").

This Order is issued pursuant to the Agreement, Section 1-604 of the Act, and 660:2-5-3 of the Rules of the Oklahoma Securities Commission and the Administrator of the Department of Securities (as amended July 1, 2007). For purposes of this Order, the Administrator adopts the Findings of Fact and Conclusions of Law set forth below.

- 66 Based on this Order and Agreement key facts, (which are disputed), there would be no violation where :
- a. There was a clear exemption for Securities of an issuer that is required to file reports under Section 13 of the Securities Exchange Act of 1934 and has complied shall not be subject to this proscription; and **were not subject to this order**
 - b. dealings, discussions and securities related discussions in the nature of an offer made while outside of Oklahoma **were not subject to this order.** ¹⁷
- 67 Based on Mr Maurins’ representations Cantex was “a fully reporting pink” where its Securities would be of an issuer that is required to file reports under Section 13 of the Securities Exchange Act of 1934 **and has complied.** ¹⁸ With the experience of Gary and Harvey Bryant, previously owners of stock brokers Anderson Bryant for 20 or more years and their initial affirmation there was not any reason to doubt this claim while travelling on the road in Texas.

¹⁶ Mr Scambler’s wife Jonna Kauger Kirschner was working at the Department of Commerce and became the Executive Director of Commerce for Oklahoma. Mr Scambler’s mother-in-law is Justice Kauger.

¹⁷ Cantex is a Nevada public company supposedly registered in Texas,

¹⁸ Securities of an issuer that is required to file reports under Section 13 of the Securities Exchange Act of 1934 and has complied shall not be subject to this proscription;

- 68 After returning to the office from San Antonio and having time to review the lack of SEC / Pink sheet reporting it became apparent that Mr Trace Maurin's claims were not true, and as detailed above Mr Trace Maurin was lying. Immediately it was made clear to Harvey Bryant that Scambler would not be taking on pre-merger Cantex roles.
- 69 This C&D Order agreement was to be construed as a voluntary agreement, with certain exceptions. The order as issued pursuant to the Agreement, Section 1-604 of the Act, and 660:2-5-3 of the Rules of the Oklahoma Securities Commission and the Administrator of the Department of Securities covered a whole 5 year period to June 2014, and required Scambler to be "in control" and offer or otherwise securities in or from Oklahoma. Scambler was not in control of Cantex and did not make any reference to stock or securities while in Oklahoma as he had agreed to under the voluntary agreement. The facts would indicate the defendant when informed of the lack of application of the Reporting Company Exception exceptions, acted accordingly and did not agree to any control and did not discuss securities or offers in Oklahoma.
- 70 The facts are that Scambler as a practicing CPA was not offered any engagement, no compensation, nor any contract, nor any inducement to take on the "control" of an unknown public company entity. It is clear when you look at each point set out below, that absent contract or payment Scambler's position in the period August 2010 to October 2010, was at best conditional and not controlling. Scambler demonstrates, through the detailed evidence, that he was never "in control" in this period. As such there can not have been any intentional or circumstantial event wherein Scambler's acts himself was a non-compliance with the C&D or that any such act ever definitely occurred.
- 71 The following key points would show that **Scambler was never "in control" in the period August 2010 to October 2010:**
- i) **Stock Control:** Scambler had no dealings with the stock Transfer Agent of Cantex, in this time Plaintiff claims offers were made, only being granted account access November 3, 2010. (See Exhibit 4)
 - ii) **Executive Control:** Scambler had no executive employment contract until January 2011
 - iii) **Director Appointment:** Scambler had no letter of appointment
 - iv) **Professional Consulting:** Scambler had no engagement letter for his services.
 - v) **Stock Ownership:** Scambler held no stock in Cantex, Scambler was in possession of no stock certificates in the Revised Relevant Period (other than the Ball returned CERT)

- vi) **Director Minutes Records Control:** Scambler did not have possession or sight of the company ring binder
- vii) **Voting Control:** Scambler did not control any vote, two votes to one and no additional Directors were not appointed in the Revised Relevant Period (one more in November 2010)
- viii) **Board Vote control:** Scambler was in a minority on the board
- ix) **Records Control** Scambler did not have possession or sight of the quick books, invoices, records and did not hold the check book or the accounts.
- x) **Purchasing control:** Scambler had no access to the check book or banking.
- xi) **Press Release control:** Scambler had none.

72 Furthermore not only was Scambler never “in control”, but he also found out through investigation that Mr Maurin had put Cantex in a Maurin self dealing situation. While working on Cantex merger due diligence Scambler travelled to Tyrell county Texas and the Maurin Ranch. There he found that Mr Trace Maurin and his brother had contrived to steer Cantex into paying for oil and gas leases on/under the Maurin Ranch. Not only was Scambler not in control during this time, but he was uncovering and identifying identified the “fraud” being perpetrated by Maurin regarding his family farm oil and gas leases. Scambler was exposing the fraud to the great annoyance of the duped Canadian investors. These Maurin assets were over-priced, over promoted, were subject to drill to earn clauses needing over \$20,000,000 to sustain, or the drilled location and lease value would lapse with pugh clauses, all of this with no connection in place to get the gas to market over 10 miles away!! This was well beyond the scope and resources of Cantex which had less than \$10,000 in cash and assets.

73 What made matters worse was that Schlossen cancelled their operation and working interest and effective Dec 2010 resigned as operator. Cantex was left being required to fund all the interest to Trace Maurin, his brother and his Father with further lease payments as due for the remaining leases. There was no possible hope that Cantex could make a well, let alone drill ten more wells at over \$2M each to hold the leases on drill to earn basis. It would appear that up to August 2010, Mr Maurin as SOLE control person had gotten in to situations with considerable conflicts of interest. This information put a significant hurdle in the way of closing the merger as contracted by LOI.

74 Scambler was not empowered, but was able to ensure that he was “on record” in Minutes that he was not in control of Cantex until the merger completed. The Revised Cantex Minutes (previous reply filing Exhibit 2) supported Scambler’s position:

75 For this to be “constituting a violation of an order issued under this act” Scambler would have had to have controlled this and found the time and opportunity to plan and effect such a violation himself. Scambler was not in the office or Oklahoma when much of this is claimed to have occurred. (See Exhibit #7)

76 President Mr Haryey S Bryant, by contrast held a block of 60M shares of certificates of stock in Cantex, (ref the Bedford Merger nominee stock), the following points would show that President Mr Haryey S Bryant was “in control” in the Revised relevant Period (August 12, 2010 to November 3, 2010

- i. **Stock Control:** Haryey S Bryant had the sole dealings with the stock Transfer Agent of Cantex, in this time Plaintiff claims offers were made.
- ii. **Executive Control:** Haryey S Bryant took on the President role until January 31, 2011
- iii. **Director Appointment:** Haryey S Bryant was appointed Director. Mr Bryant was the appointed President and Secretary and in control of Cantex from August 12, 2010
- iv. **Consulting:** Haryey S Bryant undertook paid consulting through Bryant Investments.
- v. **Stock Ownership:** Haryey S Bryant held 60M shares in Cantex and the stock certificates in the Revised Relevant Period. The control was with Mr Harvey Bryant (60M), Hayer/ Grenwal Berar (21M) and Maurin (14M) and others
- vi. **Director Minutes Records Control:** Haryey S Bryant held the company ring binder
- vii. **Voting Control:** : Haryey S Bryant held control of any vote with Maurin. additional Directors were not appointed
- viii. **Board Vote control:** : Haryey S Bryant held was the majority on the board
- ix. **Records Control :** Haryey S Bryant held had possession of quick books, invoices, records and the check book or the accounts.
- x. **Purchasing control:** Haryey S Bryant held handled the check book and banking.

77 Around mid-September 2010, the Canadian shareholders with “non-controlling” block of 20M votes+, communicated to Mr Bryant that they were considering a shareholder lawsuit to block the merger as they believed their “valuable” interests would be diluted. Their value was in the Maurin leases which Maurin had promoted as highly valuable. If the Maurin leases were a net liability and of no value, then the Canadian shareholders interests would have no value. In essence Cantex would have negative equity and no value and no reason for a merger to complete.

78 Scambler had already planned a trip to Portland to meet with his Wind Farm Development

team members, and agreed at the request of President Mr Harvey Bryant, to change his travel schedule. Scambler travelled to Canada to have a meeting with the Canadian shareholders. At this meeting he explained to these "lawsuit threatening" shareholders (20M votes+) that all of their money they had put with Maurin was lost. The Maurin Ranch play they had already invested in through off balance sheet WI purchase was a bust. Further that Bedfords producing wells were the current sole potential source of income. Scambler discussed cash flows, asset bases and various green projects.

79 The OK Administrator would claim that discussions occurred in Canada and were not concluded so Scambler had to make the offers on his return. Well this is just fiction and pig Sh*t. The reason that Scambler can definitively assert and aver that "no offers regarding Cantex shares were made" by him is that the Canadians at the meeting were totally specific that they would not invest one more Canadian cent unless Trace Maurin was removed as Director and COO. And moreover Scambler, knowing that Harvey Bryant would not "remove and fire Trace Maurin" kept this information to himself at that time.

80 This entirely explains what come the following Monday Harvey Bryant sends out a letter (incorrectly addressed to TJ) with a subscription agreement and using Scambler's headed signature block. He had no idea of the conditions of Canadian support and was as ever hopeful they would throw in more good money after bad.

81 The facts are they did not, and Scambler's information of the lack of value in Maurin's assets did not make them likely to. These are the facts as they transpired. They are highly aromatic, they smell, like rancid milk spilt in to a pig trough. You can not drink that spilt milk. Rancid milk is about what Cantex smelt and looked like. Scambler could not get out of the deal, being tied in to Bedford, but he could close it out, given he gained control.

82 Cantex putting all the jigsaw pieces on the table was a picture of a smashed and broken vase, with many missing pieces. It could not and would not be possible to repair.

83 Scambler did not act to violate the order. There was nothing of value in Cantex to be "offering" and absent cleaning it up (which would be a long and expensive process) it was not a viable financing vehicle.

VII. LACK OF CONCLUSIVE PROOF THAT DEFENDANT WAS ENGAGED IN AN ACT OR COURSE OF BUSINESS CONSTITUTING A DISHONEST OR UNETHICAL PRACTICE

84 In the alternative while not clear from the Petition the Administrator has the option to be

claiming that Scambler himself acted in a manner “constituting a dishonest or unethical practice”

- 85 In argument on this point, Scambler would contest that there is no “self enrichment” in evidence regarding Scambler. President Harvey Bryant drew off all the funds he raised in consulting fees. Scambler is now out over \$300,000 and more in funding and loss to this Cantex company. That is a lot of money to a sole practice CPA. Scambler has worked and practiced in Oklahoma as a CPA, performing compilations, attestations, taxes and investigations. ¹⁹ Now with over 15 years of experience as an Oklahoma CPA, and with over 600 hours of ongoing continued professional education (completing 40 hours per year), Mr Scambler seeks to maintain his professional standing and show the claims of the Administrator to be untrue and in doing so refute these claims and reverse the internet publicity so harmfully distributed (likely by Maurin or other Arkose affiliated party) to the Daily Oklahoman in 2014.
- 86 Scambler has completed work in specialist fields as an Oklahoma CPA. He has testified as a Forensic Expert Witness in Business matters relating to marital property in divorces and other disputes. In fact Mr Scambler testified for a client of Attorney Beau Williams, spending time over several weeks working at her offices.
- 87 Scambler has also passed the requirements and has practiced as a CFF – Certified Forensic Accountant. As a Forensic Accountant CPA Scambler has uncovered, exposed and put out of business many disreputable and dishonest promoters, details of which will refute these claims in CJ-2014-1346. (Exhibit #8).
- 88 Scambler became the CEO of Bedford Energy Inc. an independent oil and gas company around July 2010. This role and position came through working on a recovery of the Warren well. The deal with Bedford enabled this well to be purchased and for Bedford acquisition to close upon completion of the works. The works extended out due to downhole cement and water issues and the Bedford deal did not close prior to Cantex being taken on by Harvey Bryant.
- 89 Scambler had the focus and responsibility for the production and was working on the field assets and oil and gas and had no dealings regarding Cantex stock. (Exhibit #11).
- 90 Prior to involvement with Bedford Energy Inc., Scambler has been involved in several different cases of protracted litigation against different unscrupulous oil and gas promoters.

¹⁹ Scambler came to Oklahoma in 1994, and became a citizen in 1999.

Scambler contends that in the absence of the testimony of Harvey Bryant, the pattern of the course of business dealings relating to Scambler shows that more likely than not Scambler was not conducting business with any dishonest or unethical practices. (See Exhibit #8)

91 The argument proposition is that absent the live testimony of Harvey Bryant (which would have confirmed Scambler was honest and ethical in his dealings, and in compliance with the order, such honest and ethical dealings can still be inferred from Scambler's past cases and history that he engaged in honest or ethical practices.

VIII. CONFLICT OF LEGAL REPRESENTATION.

92 Adding to the problems in 2010 was that Robertson & Williams, the Oklahoma attorneys who had advised under the C&D Order, were both the attorneys for Scambler and for Bedford Energy. The total owed to Robertson & Williams for their representation for Bedford Energy was over \$38,000 at that time. (Exhibit #9)

93 With this amount outstanding Robertson & Williams were not inclined to provide further legal advice as to a "plan to steer through this maze and morass" nor is there a trail of advice to Harvey Bryant who could not get the further securities legal advice he needed having run up this bill. Lawyers are not cheap and they are quickly not inclined to do work when unpaid.

94 Scambler did get the opportunity to discuss the situation with Mark Robertson at his sons' 18th Birthday party. Mark Robertson postulated as hypothetical unpaid "securities legal advice" that this "claimed reporting pink sheet was not (as had been claimed by Trace Maurin) a fully reporting company In those circumstances Scambler would be advised to not place reliance on the reporting exemption in the C&D Order Agreement. Furthermore that while it was not possible to be in reliance of an exemption, there was no breach of the C&D Order Agreement if merger matters were discussed in locations outside Oklahoma. Any discussions within Oklahoma should be confined to well operations and production. This "advice" was followed by Scambler who kept this position through to after the murder.

IX. CONCLUDING ARGUEMENTS.

95 Scambler as evident (akin pig farmer, akin unpaid gamekeeper) diligently prevented Cantex from trading stock for over four years but now in 2014 has been "shopped" and reported to the OK Administrator by an evident Texas promoter who was not an "Oklahoma afflicted investor" but who directly and personally gained from the act of reporting Scambler. That is it is not an Oklahoma investor, its not a group of Oklahoma investors, its singular promoter and

some very upset (mad as rattlesnake) shareholders who Maurin actually caused to lose their investments 2006 -2010. It is a stinking rotten and invidious position. It is not the first time such unscrupulous oil and gas promoters have used this "low cost to them" (high cost to the professional) state funded litigation to seek to deflect attention and regulator enforcement from scrutiny of their own actions. That's the position but just because it stinks is not a reason for summary judgment.

- 96 Mr Trace Maurin has been very ingenious in his disclosure of facts favorable to him and non-disclosure and omission of non-favorable facts. It could be said that the Oklahoma Administrator has been hoodwinked and sold a pig in a poke. Maurin got back control of Cantex, Cantex has gone on to become Arkose, and the Cantex investors dealt a 100-1 reverse and now new litigation, on yet another bad deal has litigation with over \$200,000 - \$1,000,000 or more owed (Exhibit # 10). The new Arkose company is apparently broke, the horse has left the stable and in fact the state. This surprise litigation by the Administrator (without notice or Administrative hearing) has let the horse run from the stable and state. We are now left arguing who left the gate open, who will pay for the "lost horse" (shareholders lost funds). Scambler asserts it was not him who opened the gate and it should not be him to pay. For these "assertions" Scambler was not in control of the gate at this Revised Relevant Time and has not himself acted "in violation of Title 71"
- 97 A simple administrative hearing (in 2012 or 2013) would have quickly dealt with this matter, with testimony from Harvey Bryant, and others involved. The administrator failed to do this, and in doing so does not have the option to claim Scambler "aided" in violation of Title 71.
- 98 What is clear is that the Administrator is confined to State concerns (of which there appear little to none here) and thereby often hog tied by these promoters who can easily engineer false claims, put up smoke screen operations, operate from different states and use different companies and yet still draw in Oklahoma investors. The promoters are chameleons, moving at a rapid speed. Scambler, has shown in numerous cases as listed (Exhibit #8) that his litigation crosses state lines, with litigation in Texas with securities "offences" of dishonest offers from Tennessee, Kentucky and Oklahoma. (Ref Texokan case in Dallas Texas, and Xtreme case in Dallas Texas).
- 99 The facts currently show (and with discovery will more definitively show) that Scambler had no control of these Cantex company matters August 12th 2010 through to November 3, 2010. Scambler, November 3, 2010, got access to the Stock Transfer Agent account and

from that time worked to closed down all new offers and further new issues on the stock for over four years. Scambler has also shown in Exhibit #8 that he has, where he has gained control, pro-actively closed trading in shares and put several companies out of business. This has prevented many instances of persons undertaking such securities violations from harming hapless investors. Scambler has *more often than not* saved hapless Oklahoma investors losing funds. (See Exhibit #8)

100 The use of “more often than not” is of design as there is not always a clear winner or loser in these matters. The Oklahoma Supreme court identified that in its recent decision. ²⁰ *The Oklahoma Department of Securities appears to search for a deep pocket to reimburse innocent parties for their losses. Although that agency's motives may be just, the pockets they wish to empty belong to equally innocent parties.*

101 The pockets the Oklahoma Dept. of Securities seek to empty are Scambler’s who by happenstance they claim not only caused this” investor’s loss during the Revised Relevant Time, but was “dealing in shares through to April 2014”. Counter to their grossly overstated Maurin self-serving evidenced claims Scambler shows that he followed up his initial whistleblowing where he paid his own way to Canada and back, with stepping in to take control and shut this Cantex promoters operation down for over four years. Plaintiff ‘s are desirous to empty Scambler’s pockets. Scambler has no magic hobbit ring nor coins of gold in his pocket? Scambler is standing with his hands in his pockets. Scambler did not acquire net gain from this, and yet the Plaintiff is seeking to punish and harm Scambler, who happened to be reported to them. Moreover this is not a question of “being possessed of worldly goods”. Scambler has the satisfaction of knowing that in the four or more years he shut down the Cantex share offers and “inflated news Press Releases” pump and dump promoted market trading on Cantex stock did not happen. No Oklahoman nor other investor lost their hard earned money. That of itself is a treasure that can not be valued nor be taken away.

102 The OK Administrator as the plaintiff seeks a “lifetime injunction” or in effect a “permanent injunction”. That also seems very harsh and meritless. It is known Federal case law regarding securities that “an injunction” is applicable to deter a known pattern of ongoing actions, not a singular event. There is no pattern here. This matter regarding Scambler is at

²⁰ DEPT. OF SECURITIES ex rel. FAUGHT v. BLAIR, 2010 OK 16, 231 P.3d 645, Case Number: 104004
Decided: 02/23/2010

best a brief singular period, which Scambler did not control or instigate, which was closed out and is now no longer a current issue. President Harvey Bryant is dead. Cantex is “dead” and not in the state. There was a five year period of voluntary agreement which Scambler adhered to. The five year order has expired. There is no ongoing action requiring a “lifetime injunction”. It would appear that the Fifth Circuit Court of Appeals would mostly agree, that it recently held that an injunction against future violations and an “officer and director bar” are also penalties subject to the same statute of limitations.²¹ The imposition of such an injunction on a CPA or financial advisor is a terrible burden. Just the press release on an action for one is penal enough. These injunctions have substantial potential consequences. First, a defendant who disobeys an injunction may be held in contempt of court, the consequences of which may be harsher than the penalties for the securities fraud itself. Second, individuals subject to an injunction may be barred by the SEC from being a registered broker or dealer or investment advisor. Third, other licensing or procurement agencies may take adverse actions on the basis of an injunction, employers may not hire enjoined individuals, and potential investors and customers may be reluctant to trust individuals who have been enjoined. The Court then rejected the SEC’s arguments that the injunction and officer-and-director bar should survive because they are equitable remedies not subject the statute of limitations for penalties. The Court explained that, although these are “traditionally remedial” remedies, “even remedial sanctions carry the sting of punishment.” The Fifth Circuit applied a test from the DC Circuit’s decision in *Johnson v. SEC*,²² and considered “the degree and extent of the consequences to the subject of the sanction.” The Court opined: *The SEC’s sought-after remedies would have a stigmatizing effect and long-lasting repercussions. Neither remedy addresses past harm allegedly caused by the Defendants. Nor does either remedy address the prevention of future harm in light of the minimal likelihood of similar conduct in the future.*

103 On these facts the complaint by complainant(s) Mr Trace Maurin, (in conjunction with the Canadian shareholders) together with associated publicity has had its intended effect of removal of Scambler at no cost to them together with all the stigmatizing effects and long-lasting repercussions outlined above from *SEC v. Bartek*.²³

²¹ *SEC v. Bartek*, No. 11-10594 (5th Cir., Aug. 7, 2012).

²² *Johnson v. SEC*, 87 F.3d 484, 487 (DC Cir. 1996)

²³ *SEC v. Bartek*, No. 11-10594 (5th Cir., Aug. 7, 2012).

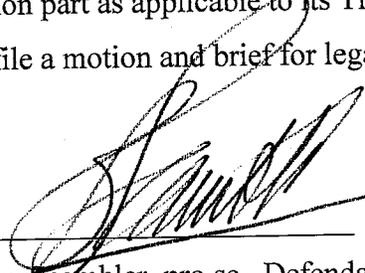
104 The C&D order states that "To the extent any of these Findings of Fact are more properly characterized as Conclusions of Law, they should be so considered". That is a critical issue that there are disputed matters of fact, which are not as yet close to "Findings of Fact". Different Findings of Fact have different consequential "Conclusions of Law".²⁴ These facts need to be better defined and verified by discovery, depositions and defendant afforded the opportunity to prepare a greater weight, (on the preponderance test) of evidence, than the weight of the OK administrator's circumstantial and highly self dealing by witnesses' evidence. It is hoped it will not be needed but if necessary the facts tried by Jury in order for the Conclusions of Law to be applied.²⁵ The statutory guidance as to the part B in an action under this section is that these needs to be a "proper showing". Defendant would argue there has not been a "proper showing" and summary judgment is not appropriate.^{26 27}

X. PRAYER

105 Defendant Scambler prays the court dismiss this motion for Summary Judgment, and upon the new evidence provided of "use of pdf signature blocks" re-admit the Revised Cantex Minutes, and any other relief and costs the court may deem to award.

106 Scambler further prays to requests the court to rule as to specificity of the plaintiff's pleading as to Plaintiff's exact claim and section part as applicable to its Title 71, or in alternative grant permission for defendant to file a motion and brief for legal determination so as to define this with better specificity.

respectfully submitted,



Bruce Scambler, pro se Defendant
3555 N.W. 58th St., #1000 LMT West
Oklahoma City, OK 73112
(Tel 405 608 2700)

²⁴ ZALOUDEK GRAIN COMPANY v. COMPSOURCE OKLAHOMA, 2012 OK 75, 298 P.3d 520, Case Number: 110662, Decided: 09/18/2012

²⁵ There is no "rule for lifetime injunction" That penalty is based upon a matter of fact and determination to be imposed by the District Court. This may also be wide in the construction as to the primary goal of statutory construction is to ascertain and follow the intention of the Legislature as an administrative branch. (Ledbetter v. Alcoholic Beverage Laws Enforcement Commission, 764 P.2d 172, 179 (Okla.1988).

²⁶ No occasion exists for the application of rules of construction a statute will be accorded the meaning expressed by the language used. Berry v. Public Employees Retirement System, 768 P.2d 898, 899-900 (Okla.1989), quoting Caves Springs Public School District, 613 P.2d 1046, 1048 (Okla.1980).

²⁷ Grant of summary judgment would be protracted and likely circular coming back to the District court, that it would followed by an appeal on summary judgment taken as a de novo review; Carmichael v. Beller, 1996 OK 48, ¶2, 914 P.2d 1051, 1053, and remitted back.

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY,
STATE OF OKLAHOMA**

Oklahoma Department of Securities)
ex rel. Irving L. Faught, Administrator,)

Plaintiff,)

vs.)

Bruce Scambler,)

Defendant.)

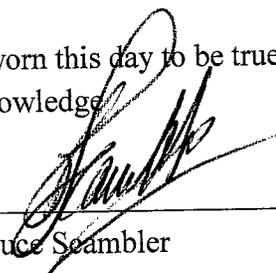
CJ-2014-1346

AFFIDAVIT & VERIFICATION

I, Bruce Scambler, being duly sworn on oath, states:

1. I am the CEO of Bedford Energy Inc.
2. I am a Certified Public Accountant registered and licensed to do public accounting in Oklahoma under Cert. # 13938.
3. I have read the contents and details of all of the items contained in this reply motion and filing and would attest that the information in this affidavit and the attached motion and brief is a true a fair reflection of the facts according to the knowledge I have of the events

Sworn this day to be true and fair to the best
of my knowledge



Bruce Scambler

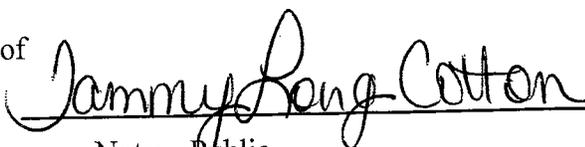
STATE OF OKLAHOMA)

) ss

COUNTY OF OKLAHOMA)

Subscribed and sworn to before me this day of

~~July 1 2011~~, by Bruce Scambler.



Notary Public

Notary Public

Commission Number: 12006050



Commission Expires: 6/28/16

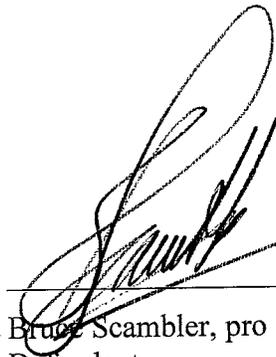
CERTIFICATE OF MAILING

The undersigned hereby certifies that on the 24th day of March 2015, a true and correct copy of the above and foregoing REPLY OF DEFENDANT TO MOTION FOR SUMMARY JUDGMENT and MOTION OF DEFENDANT TO RECONSIDER PREVIOUS RULING BASED ON NEW EVIDENCE was mailed with postage prepaid thereon, addressed to

Amanda Cornmesser (OBA No. 20044)
Terra Shamas Bonnell (OBA No. 20838)
Oklahoma Department of Securities
120 North Robinson, Suite 860
Oklahoma City,
Oklahoma 73102

Telephone: (405) 280-7700

Fax: (405) 280-7742



Bruce Scambler, pro se
Defendant
3555 N.W. 58th St., #1000
Land Mark Towers West
Oklahoma City,
OK 73112
Tel (405) 608 2700

Schedule of Exhibits

Ex. No.	Exhibits Content	Refers to point	Notes
1 .	Email Ref use of PDF signatures	➤ Veracity of Revised Minutes	Affirms use of standard signature block
2 .	Email Ref authority for issuing Press Releases	➤ Control Factor for company and stock	Affirms Scambler did not have control of Press Releases a primary point of required control for "pump and dump" securities schemes
3 .	3, 3A, 3B, 3C, 3D – Option Sales Cantex stock and email	➤ Offer and sale of Cantex options (with an offering document) May 2010	Shows Trace Maurin issued securities with 2012 duration date as of May 2010
4 .	4A, 4B, Offer for sale of Cantex "Big Canyon Ranch" working interest direct to Cantex shareholders May 2010	➤ Shows Offers for sale of Cantex "Big Canyon Ranch" working interest direct to Cantex shareholders May 2010	Shows Trace Maurin issued securities May 2010 without disclosure
5 .	Arkose Website new Directors	➤ Maurin served as President of Cantex to August 2010	Shows President was the lead role in Cantex, taken on by Harvey Bryant
6 .	Cantex "Draft" Minutes with pdf signature block	➤ Company Lead change in President	Shows President was Trace Maurin, and President became Harvey Bryant
7 .	Scambler Location and Work Schedule	➤ Location and Work Schedule of Scambler reference the "Oklahoma or Office based conversations"	Shows Scambler's Location by day and Work Schedule covered
8 .	Case work Notes	➤ Work and Case notes of Scambler reference the period 1998 through 2014	Shows Scambler's work and litigation against promoters

Schedule of Exhibits

Ex. No.	Exhibits Content	Refers to point	Notes
9 .	Robertson and Williams billing	➤ Inability to engage counsel of choice in Revised Relevant Period	Shows Scambler was unable to engage counsel of choice in Revised Relevant Period
10 .	Lawsuit v's Arkose	➤ Outcome of horse getting out of the open gate	Shows no good came of the Arkose Cantex merger
11 .	Email	➤ Maurin sick and out of Touch	Shows Maurin not in touch in revised relevant period, was off shore Angola
12 .	Revised Board Minutes and Notes	➤ Record of meeting as "Revised Board Minutes" and Notes	Shows a draft of the "Revised Board Minutes" and Notes for meeting to go over the revisions with Harvey Bryant. Post meeting a further revised version put on the company ring binder.
13 .	Table Responses to Plaintiffs Affidavits	➤ Specific Responses to Plaintiffs Affidavits	Shows affidavits are not definitive in showing liability or breach of statute
14 .	Email	➤ Maurin sick	Shows Maurin had been sick

BJS

Subject: FW: CanTEx Energy Minutes

Defendants Exhibit 1

From: Trace Maurin [mailto:tracem@mesachica.com]
Sent: Thursday, August 19, 2010 12:34 PM
To: 'Kaily Ball'
Cc: scamblerbj@msn.com
Subject: RE: CanTEx Energy Minutes

Thank You

Trace Maurin
Mesa Chica Survey
210-632-2793

From: Kaily Ball [mailto:kaily.ball@gmail.com]
Sent: Thursday, August 19, 2010 12:04 PM
To: tracem@mesachica.com
Subject: CanTEx Energy Minutes

Trace,

Attached please find CanTex Board Minutes for August 18, 2010. If i could get you to print these off, review and sign them, then scan back in with your signature and return it to me i we appreciate it!

Also, I left a voicemail for you just a few minutes ago. I was going to ask you if you would mind if i saved your signature in a PDF file in order to automatically insert it to the Moard Minutes each time. I will continue to send the Board Minutes to you for you to review and this way it will save us from having to do this every time!

If you have any questions, feel free to call me at the office.

Thank You,

Kaily A. Ball
Executive Assistant
CanTex Energy Corp.
6301 Waterford Blvd., Suite 403
Oklahoma City, OK 73116
405.601.9745

Defendants Exhibit 2

From: Trace Maurin [mailto:tracem@mesachica.com]
Sent: Friday, August 20, 2010 2:21 PM
To: Kaily Ball
Cc: scamblerbj@msn.com
Subject: FW: CanTex Energy Corp. (PK: CTXE)

Thank You

Trace Maurin
Mesa Chica Survey
210-632-2793

From: Client Services [mailto:cs@marketwire.com]
Sent: Friday, August 20, 2010 2:07 PM
To: 'Trace Maurin'
Subject: RE: CanTex Energy Corp. (PK: CTXE)

Dear Trace,

Thank you for your email. We've added the CanTex ticker to our database.

The release just crossed the wire; thank you for your assistance and patience.

Have a great weekend!

Emily Messina
Associate Editor
O: 310-765-3200
M: 800-774-9473
F: 310-765-3297
E: cs@marketwire.com


marketwire

100 N. Sepulveda Blvd., Suite 325
El Segundo, CA 90245
www.marketwire.com

In order to best serve your needs, please use cs@marketwire.com for all urgent inquiries and for any matters concerning press releases. Marketwire is a 24/7 organization, so we cannot guarantee a specific editor will be available at the time of your email.

Notice: This message may contain confidential information and is intended solely for the person or entity for the person or entity to which it is addressed. Please do not divulge or forward it to others without Marketwire's permission. If you have received this message in error, please simply delete it. Thank you, Marketwire, Incorporated.

From: Trace Maurin [<mailto:tracem@mesachica.com>]
Sent: Friday, August 20, 2010 11:31 AM
To: Client Services
Subject: FW: CanTex Energy Corp. (PK: CTXE)

To whom it may concern

Please see the attachment allowing Mr. Bryant to post the wires and admin for Cantex Energy Corp.

Thank You

Trace Maurin
Cantex Energy Corp
tracem@cantexenergy.com
210-632-2793

From: Kaily Ball [<mailto:kaily.ball@gmail.com>]
Sent: Friday, August 20, 2010 1:18 PM
To: tracem@mesachica.com
Subject: Fwd: CanTex Energy Corp. (PK: CTXE)

----- Forwarded message -----

From: **Kaily Ball** <kaily.ball@gmail.com>
Date: Fri, Aug 20, 2010 at 12:28 PM
Subject: CanTex Energy Corp. (PK: CTXE)
To: cs@marketwire.com

To Whom it May Concern:

Harvey Bryant, President of CanTex Energy Corp (PK: CTXE), gives blanket permission to Newport Capital Consultants to submit any releases for CanTex Energy Corp. as of August 20, 2010.

If you have any question please feel free to call 405-601-9745.

Thank You,

Harvey Bryant
President
CanTex Energy Corp.
6301 Waterford Blvd., Suite 403
Oklahoma City, OK 73118
405-601-9745

BJS

Subject: FW: bruces contact
Attachments: CANTEX OPTION TO PURCHASE MANATT.pdf; OPTION TO PURCHASE BLAIR.pdf;
OPTION TO PURCHASE PAQUIN.pdf; OPTION TO PURCHASE TRACE.pdf

Exhibit 3

From: Trace Maurin [mailto:tracem@mesachica.com]
Sent: Thursday, August 19, 2010 1:25 PM
To: 'Bruce Scambler '
Subject: RE: bruces contact

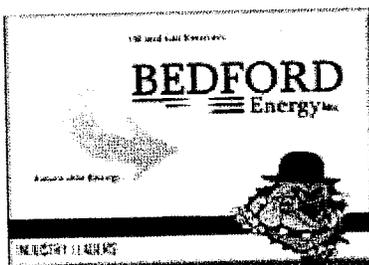
Ian Blair 505-554-7596

Option plans

Thank You

Trace Maurin
Mesa Chica Survey
210-632-2793

From: Bruce Scambler [mailto:scamblerbj@msn.com]
Sent: Thursday, August 19, 2010 11:30 AM
To: 'Trace Maurin'
Cc: 'Jon Roylance'
Subject: FW: bruces contact



BRUCE SCAMBLER CPA CFF MBA FCMA MHCIMA CISA

Chairman, CEO and "Wildcatter"
BEDFORD ENERGY INC.

(Ticker PK: BFDE)

6301 WATERFORD BLVD,
STE 403
OKLAHOMA CITY
OK. 73118

To reduce paper useage and associated mailing delivery carbon "emissions"
we prefer all correspondence electronically
For exceptions and mailing address please call.

Cell Phone 1 (405) 820 2711
Office Phone 1 (405) 601 9745
Fax 1 (405) 601 9743

bruce@bedfordenergyinc.com
scamblerbj@msn.com

bruce@cpataxcounselors.com

The information contained in this communication is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it.

It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify sender Bruce Scambler immediately by responding to this email and then delete it from your system. Bruce Scambler nor any of the entities above is neither liable for the proper and complete transmission of the information, reliability of information contained in this communication nor for any delay in its receipt.

From: Jim Burke-Green Diesel Technology [<mailto:jburke@greendieselttech.com>]
Sent: Tuesday, August 17, 2010 1:12 PM
To: Bruce Scambler
Subject: Re: bruces contact

Kx 3A 1/3

STOCK OPTION AGREEMENT dated for reference the 1 day of March, 2010.

BETWEEN:

TRACE MAURIN,

("Optionee")

OF THE FIRST PART

AND:

CANTEX ENERGY CORP.

("Company")

OF THE SECOND PART

WHEREAS:

- A. The Optionee is a consultant to the Company and the Company wishes to maintain the continued services of and provide incentive to the Optionee and, to this end, wishes to grant the Optionee an option to purchase common shares in the capital of the Company ("Common Shares") on the terms and subject to the conditions contained in this Agreement; and
- B. The Granting of such options has been authorized by the Board of Directors of the Company pursuant to the incentive Stock Option Plan of the Company.

THEREFORE in consideration of the amount of \$1.00 now paid by the Optionee to the Company, the receipt and sufficiency of which is hereby acknowledged by the Company, the parties agree as follows:

- 1. Grant of Option:

The Company hereby grants to the Optionee an irrevocable option to purchase 500,000 Common Shares at the price of \$0.05 per share at any time until 5 pm February 28, 2012

("Expiry Date") subject to the terms and conditions herein.

2. Termination of Options;

The option will terminate, if not exercised on the Expiry Date.

3. Exercise of Option;

The option shall be exercisable at any time by giving written notice to the Company and delivering a certified cheque, solicitors trust cheque, or bank draft.

4. It is agreed that this Agreement shall extend to, be binding upon, and enure to the benefit of the Optionor and the Optionee and their respective successors and assigns.

5. All notices, to be given hereunder shall be in writing and may be delivered personally, sent by telegram, facsimile or Telex (tested prior to transmission by the party sending the same) or may be forwarded by first class prepaid registered mail to the addresses set forth below. Any notice delivered or sent by telegraph, facsimile or Telex shall be deemed to have been given and received at the time of delivery. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of 48 hours after it is posted, addressed as follows:

i. if to the Company: tracem@mesachica.com

ii. if to the Optionee:

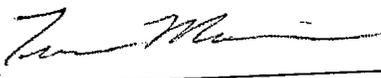
or at such other address or addresses as may from time to time be notified in writing by the parties hereto provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slowdown or other labour dispute which might affect the delivery of such notice by the mails, then such notice shall only be effective if actually delivered.

EX 3A 30/3

- 6. This Option may be executed in one or more counterparts and may be executed and delivered by facsimile.
- 7. This Agreement shall be governed by the laws of the State of Texas.

CANTEX ENERGY CORP.

by its authorized signatory:

per: 
Authorized Signatory

TRACE MAURIN

WITNESS

STOCK OPTION AGREEMENT dated for reference the 1 day of March, 2010.

BETWEEN:

James Manatt.

("Optionee")

OF THE FIRST PART

AND:

CANTEX ENERGY CORP.

("Company")

OF THE SECOND PART

WHEREAS:

- A. The Optionee is a consultant to the Company and the Company wishes to maintain the continued services of and provide incentive to the Optionee and, to this end, wishes to grant the Optionee an option to purchase common shares in the capital of the Company ("Common Shares") on the terms and subject to the conditions contained in this Agreement; and
- B. The Granting of such options has been authorized by the Board of Directors of the Company pursuant to the incentive Stock Option Plan of the Company.

THEREFORE in consideration of the amount of \$1.00 now paid by the Optionee to the Company, the receipt and sufficiency of which is hereby acknowledged by the Company, the parties agree as follows:

1. Grant of Option:

The Company hereby grants to the Optionee an irrevocable option to purchase 750,000 Common Shares at the price of \$0.05 per share at any time until 5 pm February 28, 2012

("Expiry Date") subject to the terms and conditions herein.

2. Termination of Options;

The option will terminate, if not exercised on the Expiry Date.

3. Exercise of Option;

The option shall be exercisable at any time by giving written notice to the Company and delivering a certified cheque, solicitors trust cheque, or bank draft.

4. It is agreed that this Agreement shall extend to, be binding upon, and enure to the benefit of the Optionor and the Optionee and their respective successors and assigns.

5. All notices, to be given hereunder shall be in writing and may be delivered personally, sent by telegram, facsimile or Telex (tested prior to transmission by the party sending the same) or may be forwarded by first class prepaid registered mail to the addresses set forth below. Any notice delivered or sent by telegram, facsimile or Telex shall be deemed to have been given and received at the time of delivery. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of 48 hours after it is posted, addressed as follows:

i. if to the Company:

ii. if to the Optionee:

James C. Manatt, Jr.
P O Box 392
Or
400 N. Pennsylvania Ave., Suite 690
Roswell, NM 88202

or at such other address or addresses as may from time to time be notified in writing by the parties hereto provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slowdown or other labour dispute which might

Ex 3B 3 of 3

affect the delivery of such notice by the mails, then such notice shall only be effective if actually delivered.

6. This Option may be executed in one or more counterparts and may be executed and delivered by facsimile.
7. This Agreement shall be governed by the laws of the State of Texas.

CANTEX ENERGY CORP.

by its authorized signatory:

per: 

Authorized Signatory

JAMES MANATT

WITNESS

Ex 3C 193

STOCK OPTION AGREEMENT dated for reference the 1 day of March, 2010.

BETWEEN:

Jeffrey Paquin. 2501 Gook Road, Quesnel British Columbia. V2J 4H8
("Optionee")

OF THE FIRST PART

AND:

CANTEX ENERGY CORP.
("Company")

OF THE SECOND PART

WHEREAS:

- A. The Optionee is a consultant to the Company and the Company wishes to maintain the continued services of and provide incentive to the Optionee and, to this end, wishes to grant the Optionee an option to purchase common shares in the capital of the Company ("Common Shares") on the terms and subject to the conditions contained in this Agreement; and
- B. The Granting of such options has been authorized by the Board of Directors of the Company pursuant to the incentive Stock Option Plan of the Company.

THEREFORE in consideration of the amount of \$1.00 now paid by the Optionee to the Company, the receipt and sufficiency of which is hereby acknowledged by the Company, the parties agree as follows:

1. Grant of Option:

The Company hereby grants to the Optionee an irrevocable option to purchase 750,000 Common Shares at the price of \$0.05 per share at any time until 5 pm February 28, 2012

("Expiry Date") subject to the terms and conditions herein.

2. Termination of Options;

The option will terminate, if not exercised on the Expiry Date.

3. Exercise of Option;

The option shall be exercisable at any time by giving written notice to the Company and delivering a certified cheque, solicitors trust cheque, or bank draft.

4. It is agreed that this Agreement shall extend to, be binding upon, and enure to the benefit of the Optionor and the Optionee and their respective successors and assigns.

5. All notices, to be given hereunder shall be in writing and may be delivered personally, sent by telegram, facsimile or Telex (tested prior to transmission by the party sending the same) or may be forwarded by first class prepaid registered mail to the addresses set forth below. Any notice delivered or sent by telegraph, facsimile or Telex shall be deemed to have been given and received at the time of delivery. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of 48 hours after it is posted, addressed as follows:

i. if to the Company: tracem@mesachica.com

ii. if to the Optionee: jeff@westernbiomass.com

or at such other address or addresses as may from time to time be notified in writing by the parties hereto provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slowdown or other labour dispute which might affect the delivery of such notice by the mails, then such notice shall only be effective if actually delivered.

EX 3C 3 of 3

6. This Option may be executed in one or more counterparts and may be executed and delivered by facsimile.

7. This Agreement shall be governed by the laws of the State of Texas.

CANTEX ENERGY CORP.

by its authorized signatory:

per: 
Authorized Signatory

JEFFREY PAQUIN

WITNESS

Ex 3D 103

STOCK OPTION AGREEMENT dated for reference the 1 day of March, 2010.

BETWEEN:

IAN BLAIR,
("Optionee")

OF THE FIRST PART

AND:

CANTEX ENERGY CORP.
("Company")

OF THE SECOND PART

WHEREAS:

- A. The Optionee is a consultant to the Company and the Company wishes to maintain the continued services of and provide incentive to the Optionee and, to this end, wishes to grant the Optionee an option to purchase common shares in the capital of the Company ("Common Shares") on the terms and subject to the conditions contained in this Agreement; and
- B. The Granting of such options has been authorized by the Board of Directors of the Company pursuant to the incentive Stock Option Plan of the Company.

THEREFORE in consideration of the amount of \$1.00 now paid by the Optionee to the Company, the receipt and sufficiency of which is hereby acknowledged by the Company, the parties agree as follows:

1. Grant of Option:

The Company hereby grants to the Optionee an irrevocable option to purchase 600,000 Common Shares at the price of \$0.05 per share at any time until 5 pm February 28, 2012

("Expiry Date") subject to the terms and conditions herein.

2. Termination of Options;

The option will terminate, if not exercised on the Expiry Date.

3. Exercise of Option;

The option shall be exercisable at any time by giving written notice to the Company and delivering a certified cheque, solicitors trust cheque, or bank draft.

4. It is agreed that this Agreement shall extend to, be binding upon, and enure to the benefit of the Optionor and the Optionee and their respective successors and assigns.

5. All notices, to be given hereunder shall be in writing and may be delivered personally, sent by telegram, facsimile or Telex (tested prior to transmission by the party sending the same) or may be forwarded by first class prepaid registered mail to the addresses set forth below. Any notice delivered or sent by telegraph, facsimile or Telex shall be deemed to have been given and received at the time of delivery. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of 48 hours after it is posted, addressed as follows:

i. if to the Company: tracem@mesachica.com

ii. if to the Optionee:

or at such other address or addresses as may from time to time be notified in writing by the parties hereto provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slowdown or other labour dispute which might affect the delivery of such notice by the mails, then such notice shall only be effective if actually delivered.

Ex 3 D 3 of 3

6. This Option may be executed in one or more counterparts and may be executed and delivered by facsimile.

7. This Agreement shall be governed by the laws of the State of Texas.

CANTEX ENERGY CORP.

by its authorized signatory:

per: 

Authorized Signatory

IAN BLAIR

WITNESS

4A

1 of 5

Exhibit # 4

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT OF WORKING INTERESTS

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF TERRELL

§

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cantex Energy Corp, a Nevada corporation, whose address is P. O. Box 781046, San Antonio, Texas 78278-1046 ("Assignor"), sells, assigns and conveys unto the parties set forth below ("Assignees"), the respective undivided working interest set forth below (the "Working Interests) by each Assignee's name, in and to the oil, gas and mineral leases described in Exhibit "A", attached hereto and by reference made a part hereof ("Lease"), subject to the reservations, exceptions, terms and provisions herein contained.

The Assignees and the Working Interest assigned to each are as follows:

ASSIGNEES:

WORKING INTEREST:

Epsilon Energy Partners Ltd.
605-475 Howe Street
Vancouver, British Columbia
Canada, V2J 2B3

1.6800% of 8/8ths

This Assignment is made subject to the overriding royalty interest in the Lease that was previously reserved in that certain Partial Assignment of Oil and Gas Lease from Slawson Exploration Company, Inc., to Big Canyon Energy, LLC, to dated and effective _____, 2009, which is recorded as File #8-_____, Volume _____, Page _____ in the Oil and Gas Records of Terrell County, Texas.

4A 295

TO HAVE AND TO HOLD the undivided Working Interest in the Lease unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

- (1) This Assignment is executed and delivered by Assignor to Assignees subject to the terms and provisions of a certain Exploration and Development Agreement with Area of Mutual Interest by and between Slawson Exploration Company, Inc., and Big Canyon Energy, LLC, dated and effective November 24, 2009;
- (2) This Assignment is subject the terms of the Lease conveyed and the interest conveyed is subject to its proportionate part of the lessor's royalty;
- (3) This Assignment is subject to the overriding royalty interest previously reserved by Slawson Exploration Company, Inc., and described herein, and the interest conveyed is subject to its proportionate part of the overriding royalty interest;
- (4) Assignee expressly assumes all responsibilities of and agrees to perform all of the express and implied obligations and covenants of the Lease as if it were the original lessee to the Lease.
- (5) This Assignment is made without warranty or covenant of any kind either express or implied, except by through and under Assignor.

This Assignment may be executed in any number or counterparts, the signature and acknowledgment pages of which may but need not be recombined to facilitate recording. All such counterparts whether recombined or not shall constitute but a single instrument.

Executed on the dates shown below but effective May 01, 2010.

ASSIGNOR

Cantex Energy Corp

By: _____
Trace Maurin - President

4A 305

STATE OF TEXAS

§
§
§

COUNTY OF BEXAR

This instrument was acknowledged before me on April ____, 2010, by Trace Maurin,
President of and on behalf of Cantex Energy Corp.,

Given under my hand and seal of office this the ____ day of April, 2010

Notary Public, State of Texas

4A 405

ASSIGNEE

Epsilon Energy Partners Ltd

By: _____

STATE OF TEXAS
COUNTY OF BEXAR

§
§
§

This instrument was acknowledged before me on April __, 2010,
by _____, Manager of Epsilon Energy Partners Ltd., on behalf of Epsilon
Energy Partners Ltd
Given under my hand and seal of office this the ____ day of April, 2010

Notary Public, State of Texas

4A 5 of 5

Exhibit "A"

Attached hereto and made a part of that certain Assignment of Working Interest,
dated and effective May 01, 2008
by and between Cantex Energy Corp.,
Assignor, and Epsilon Energy Partners Ltd., et al., Assignees

Description of the Lease

Oil and Gas Lease dated October 6, 2009 from Mark P. Maurin, Owner of the Soil, and Slawson Exploration Company, Inc., which is recorded as File #8-28136, Volume 135, Pages 133-154 in the Oil and Gas Records of Terrell County, Texas.

Oil and Gas Lease dated September 26, 2007 from Mark P. Maurin, Jack Riggs and Janie Riggs Owner of the Minerals, and Big Canyon Energy, LLC, which is recorded as File #8-27119, Volume 131, Pages 151-154 in the Oil and Gas Records of Terrell County, Texas.

48 10/5

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT OF WORKING INTERESTS

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TERRELL §

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trace Maurin, an individual, whose address is 2805 Split Rock Circle, Bulverde, TX. 78163 ("Assignor"), sells, assigns and conveys unto the parties set forth below ("Assignees"), the respective undivided working interest set forth below (the "Working Interests) by each Assignee's name, in and to the oil, gas and mineral leases described in Exhibit "A", attached hereto and by reference made a part hereof ("Lease"), subject to the reservations, exceptions, terms and provisions herein contained.

The Assignees and the Working Interest assigned to each are as follows:

ASSIGNEES:	WORKING INTEREST:
Jeffrey Paquin 2501 Gook Road Quesnel British Columbia V2J 4H8	0.500% of 8/8ths

This Assignment is made subject to the overriding royalty interest in the Lease that was previously reserved in that certain Partial Assignment of Oil and Gas Lease from Slawson Exploration Company, Inc., to Big Canyon Energy, LLC, to dated and effective _____, 2009, which is recorded as File #8-_____, Volume _____, Page _____ in the Oil and Gas Records of Terrell County, Texas.

4 B 2 d/s

TO HAVE AND TO HOLD the undivided Working Interest in the Lease unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

- (1) This Assignment is executed and delivered by Assignor to Assignees subject to the terms and provisions of a certain Exploration and Development Agreement with Area of Mutual Interest by and between Slawson Exploration Company, Inc., and Big Canyon Energy, LLC, dated and effective November 24, 2009;
- (2) This Assignment is subject the terms of the Lease conveyed and the interest conveyed is subject to its proportionate part of the lessor's royalty;
- (3) This Assignment is subject to the overriding royalty interest previously reserved by Slawson Exploration Company, Inc., and described herein, and the interest conveyed is subject to its proportionate part of the overriding royalty interest;
- (4) Assignee expressly assumes all responsibilities of and agrees to perform all of the express and implied obligations and covenants of the Lease as if it were the original lessee to the Lease.
- (5) This Assignment is made without warranty or covenant of any kind either express or implied, except by through and under Assignor.

This Assignment may be executed in any number or counterparts, the signature and acknowledgment pages of which may but need not be recombined to facilitate recording. All such counterparts whether recombined or not shall constitute but a single instrument.

Executed on the dates shown below but effective May 01, 2010.

ASSIGNOR

Trace Maurin

By: _____
Trace Maurin

48305

STATE OF TEXAS

§
§
§

COUNTY OF BEXAR

This instrument was acknowledged before me on April ____, 2010, by Trace Maurin,

Given under my hand and seal of office this the ____ day of April, 2010

Notary Public, State of Texas

4B 4/15

ASSIGNEE

Jeffrey Paquin

By: _____

STATE OF TEXAS

§
§
§

COUNTY OF BEXAR

This instrument was acknowledged before me on April ____, 2010,
by _____,

Given under my hand and seal of office this the ____ day of April, 2010

Notary Public, State of Texas

4B 5 of 5

Exhibit "A"

Attached hereto and made a part of that certain Assignment of Working Interest,
dated and effective May 01, 2008
by and between Trace Maurin,
Assignor, and Jeffrey Paquin, Assignees

Description of the Lease

Oil and Gas Lease dated October 6, 2009 from Mark P. Maurin, Owner of the Soil, and Slawson Exploration Company, Inc., which is recorded as File #8-28136, Volume 135, Pages 133-154 in the Oil and Gas Records of Terrell County, Texas.

Oil and Gas Lease dated September 26, 2007 from Mark P. Maurin, Jack Riggs and Janie Riggs Owner of the Minerals, and Big Canyon Energy, LLC, which is recorded as File #8-27119, Volume 131, Pages 151-154 in the Oil and Gas Records of Terrell County, Texas.

4C 2015

TO HAVE AND TO HOLD the undivided Working Interest in the Lease unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

- (1) This Assignment is executed and delivered by Assignor to Assignees subject to the terms and provisions of a certain Exploration and Development Agreement with Area of Mutual Interest by and between Slawson Exploration Company, Inc., and Big Canyon Energy, LLC, dated and effective November 24, 2009;
- (2) This Assignment is subject the terms of the Lease conveyed and the interest conveyed is subject to its proportionate part of the lessor's royalty;
- (3) This Assignment is subject to the overriding royalty interest previously reserved by Slawson Exploration Company, Inc., and described herein, and the interest conveyed is subject to its proportionate part of the overriding royalty interest;
- (4) Assignee expressly assumes all responsibilities of and agrees to perform all of the express and implied obligations and covenants of the Lease as if it were the original lessee to the Lease.
- (5) This Assignment is made without warranty or covenant of any kind either express or implied, except by through and under Assignor.

This Assignment may be executed in any number or counterparts, the signature and acknowledgment pages of which may but need not be recombined to facilitate recording. All such counterparts whether recombined or not shall constitute but a single instrument.

Executed on the dates shown below but effective May 01, 2010.

ASSIGNOR

Trace Maurin

By: _____
Trace Maurin

4C 3015

STATE OF TEXAS

§
§
§

COUNTY OF BEXAR

This instrument was acknowledged before me on April ____, 2010, by Trace Maurin,

Given under my hand and seal of office this the ____ day of April, 2010

Notary Public, State of Texas

4c 4015

ASSIGNEE

By: _____

STATE OF TEXAS

§
§
§

COUNTY OF BEXAR

This instrument was acknowledged before me on April ____, 2010,
by _____,

Given under my hand and seal of office this the ____ day of April, 2010

Notary Public, State of Texas

4C 50/5

Exhibit "A"

Attached hereto and made a part of that certain Assignment of Working Interest,
dated and effective May ____, 2008
by and between Trace Maurin,
Assignor, and, Assignees

Description of the Lease

Oil and Gas Lease dated September 26, 2007 from Mark P. Maurin, Jack Riggs and Janie Riggs Owner of the Minerals, and Big Canyon Energy, LLC, which is recorded as File #8-27119, Volume 131, Pages 151-154 in the Oil and Gas Records of Terrell County, Texas.
Well Name Palmyre-Riggs 151-01

The Team

Each of the members of the management team brings many years of experience to the company at both analyzing financing opportunities in oil and gas, but also exposure to operational responsibility for P&L consideration of these assets.

The company has at their disposal a myriad of oil and gas professionals that are interested in assisting the company at rates that will be incentivized with stock ownership. Further, as the company is considering other assets, embedded personnel becomes available to the company. The following are several of the existing officers, directors and advisors:



MANAGEMENT TEAM

Paul Henley CEO

Previously Mr. Henley was the founder of Integrated Freight Corporation and served as its Chairman of the Board and Chief Executive Officer. Integrated Freight began as a private company with no assets and has grown to a revenue run rate of over \$75 million dollars.

Mr. Henley oversaw the public listing of Integrated Freight. From June 2002 to June 2006 – He was President of Henley Capital Group, a consulting company that worked with private companies and early stage public companies in the area of business development.

Mr. Henley previously worked in the financial services industry for more than twenty years, working with firms such as Dean Witter Reynolds and Shearson Lehman Brothers. He was also a Principal at two NASD broker/dealers in the 1990's, serving as General Securities Principal and Registered Options Principal. Those firms concentrated on private equity, establishing and cultivating early stage public companies.

Mr. Henley earned a B.A. degree in business management and marketing (1981) from Florida State University.

Bill Kerrigan Director

Mr. Kerrigan is a geologist with 30 years experience in petroleum exploration, development, & management. Prior to founding Arkose Energy Mr. Kerrigan was Operations and Exploration & Development Manager for Llano Royalty Corporation from 2005-2009 where he led the development of the company's production and reserves from zero to peak daily production of more than 30MMCFG/D and reserves of more 300 BCFG in the Barnett Shale. Mr. Kerrigan was also responsible for supervising the construction of production facilities and gas gathering systems.

Prior to Llano Royalty, Mr. Kerrigan worked with a number of oil and gas companies in roles of increasing responsibility as an exploration geologist and senior executive including Western Reserves Oil Company, Vanguard Petroleum, Bex, Inc., Mosaic Petroleum and Petrogen. Mr. Kerrigan has been involved in the discovery and development of a number of oil and gas fields in the United States and has also been involved in projects in South America and the CIS.

ENGINEERING AND CONSULTING TEAM

273

**Ronald Wefelmeyer
Petroleum Engineer**

Ron Wefelmeyer has over thirty years' experience in oil & gas acquisitions, well completions, drilling, environmental, exploration, production and reservoir evaluation with significant management, mentoring and well site supervision skills. He has worked on wells all across the United States from the shallow mid-continent reservoirs to the complex deep, high temperature and pressure Gulf Coast formations. Possesses the cross discipline skill to identify, analyze and timely render solutions to problems that overspecialized single discipline engineers fail to recognize. He has been disposed as an expert witness in legal and regulatory affairs.

He specializes in the analysis of correcting problem petroleum assets. Understands the physical limits of the old technology used in the past for identifying petroleum reserves and finds new opportunities in mature properties. Thoroughly evaluates all available data in each petroleum venture to minimize risk. Has the experience to recognize the economics of using older methods of recovery that have been forgotten in the current curriculum. Also has the ability to communicate and inform non-technical individuals of the complexities in oil and gas operations that are difficult to understand. He uses these talents to motivate all office and field personnel to perform at their maximum levels.

Ron attended the University of Tulsa on a football scholarship and earned a Bachelor of Science degree in Petroleum Engineering in 1978. He spent two years (1979 & 1980) at Mitchel Energy evaluating all their open logging. He also worked in their massive hydraulic fracture program. This technology was later used for the framework in developing the Barnett Shale which was the first unconventional resource play. He spent eight years working as a Reservoir Engineer for Miller & Lents, Ltd evaluating wells all over the United States on an annual basis. He was the lead engineer for determining reserves in the Total Minatome \$615 million acquisition of CSX Oil and Gas in 1988. He has been an independent petroleum consultant since 1989 and has participated in multiple oil and gas ventures. Since 2001, he has been retained by Pioneer Exploration, LLC to manage all their legal and special production problems. He also certifies the compliance of the new federal offshore standards implemented in 2010. He is a registered professional engineer in the state of Oklahoma and elected board member of Brazoria Municipal Utility District 22.

**Trace Maurin
Seismic Exploration Services**

Trace brings tremendous experience and networking opportunities to the team. Trace had been Chief Operating Officer of Cantex Energy Corp. since August 2010 and also serves as its Secretary. Mr. Maurin has owned and operated Mesa Chica Corp., an oil & Gas Company that he founded in South Texas in mid-1980s, drilling shallow gas wells in Maverick County, Texas. He has supervised all aspects of the operations from start to completion. From there, he started doing seismic survey work and funded the oil exploration from this seismic work. He has drilled and operated a production well in Bee County, Texas, as well as operated and managed a shallow oil operation in Atascosa County, Texas. He is also experienced in surveying locations and drawing up the plats for the Texas railroad commission. He has also managed the mineral leasing onto the permitting, drilling, completion and joint interest billing of several oil operations and has received permits by the states of Texas, West Virginia, Oklahoma, and New Mexico. Mr. Maurin served as President of Cantex Energy Corp. until August 2010. He serves as a Director of Cantex Energy Corp.

**Thom Falls
Business Development**

Thom Falls has thirty years of experience as a financial consultant to small and medium size companies. Specializing in analysis of a company's financial position and developing an efficient management plan. He also works with companies to develop a sound business plan to help facilitate debt and equity financing. His background in commercial banking lends to understanding a company's financial needs.

Thom has been a financial consultant to several companies since 1980. Recently these include Blue Rock Energy Capital, LLC, Houston, Nevada; Lotus LLC, and Snow Oil and Gas, Andrews, Nevada; MCG Drilling, LLC, Archer City, Nevada; Barron Energy, New Braunfels, Nevada; Reh Oil and Gas, LLC, Pratt, Kansas; Circle M Welding and Services Corp., Snyder, Nevada; Green Country

John Deere, Tulsa, Okla. He is a founding stockholder, member of the board and Chief Operating Officer of the Native American Television Network based in Las Vegas, Nev. He has developed financial and marketing plans for such companies as: Green Country John Deere, Tulsa, Okla.; The Studios at Las Colinas, Dallas, Nevada; Ranch Studios, Austin, Nevada; Studio 41, Albuquerque, New Mexico.

Currently, he serves on the Advisory Board and is Adjunct Professor to the MBA program in Sports and Entertainment at the University of Dallas, Irving, and Nevada.

He is a graduate of Nevada Technological University, BS and MS degrees. He attended The Ohio State University, Columbus, Ohio and Nevada A&M University, Ph.D program. While at Nevada A&M, he served as an aide to U.S. Representative Bob Poage, Chairman of the House Agriculture Committee. He graduated from the National

*Circulated
Minutes*

Cantex Energy Corp
(a Nevada corporation)

*Minutes
used for
Press Release*

STATEMENT OF UNANIMOUS CONSENT

OF

BOARD OF DIRECTORS

August 2010

This STATEMENT OF UNANIMOUS CONSENT OF BOARD OF DIRECTORS when executed by the Directors of the Corporation will become effective as of the 12th day of August 2010; and will have the same force and effect as if such Directors were present and acting at a meeting duly noticed and held for the purpose of adopting the Resolutions and taking the Corporate action hereinafter set forth.

APPOINTMENT OF NEW DIRECTORS

WHEREAS, the Corporation has previously had in place a SOLE Director and Officer Trace Maurin.

The Corporation hereby desires to increase the appointed serving Directors and appoint new officers

Harvey Steven Bryant has agreed as of todays date and 12.00 pm Central Time to be a Director and President of the Corporation

Bruce John Scambler has agreed as of todays date and 12.00 pm Central Time to be a Director and Chairman of Cantex, and CEO of the Corporation.

AND WHEREAS, the Corporation desires to appoint said Directors to be officers of the company.

RESOLVED, that the Corporation does hereby declare by vote to appoint

Harvey Steven Bryant to be a Director and President of the Corporation
1300 Bedford Drive Nichols Hills Oklahoma 73116

Bruce John Scambler to be a Director and Chairman of Cantex, and CEO
of the Corporation. 6420 N Hillcrest Ave Nichols Hills Oklahoma 73116

Trace Edward Maurin to remain a Director and be Chief Operating Officer of Cantex of the Corporation. 2805 Split Rock circle, Bulverde TX 78163

FURTHER RESOLVED, that the Chief Executive Officer shall be and he is directed to execute, in the Corporation's name and place, such releases and termination documents evidencing and confirming the each such and the obligations, if any other documents to effectuate and carry out this action.

ISSUE ADDITIONAL SHARES

WHEREAS, the Corporation has agreed to issue 8,000,000 shares ("Debt conversion shares") to Stockholder T Maurin with proviso of vesting when CTXE or combined entity trades at \$0.04 or higher on offer for 30 days or more or more. . The shares held by the T Maurin would be acquired (as backed by a 12-month promissory note equal to \$335,681 at libor) cancellable in event combined entity trades at \$0.04 or higher Said shares shall have a trickle out for not more than 1,000,000 shares sold per month after restriction is lifted.

The Corporation has agreed 56,000,000 will be issued to BFDE officers with 37,320,000 to Bruce Scambler and 22,680,000 to Harvey Bryant for the option to acquire on closing their combined 68,000,000 shares in Bedford Energy.

AND WHEREAS, the Corporation desires to issue said shares of the company.

RESOLVED, that the Corporation does hereby declare by vote to issue

22,680,000 shares of Common Stock to Harvey Steven Bryant 1300 Bedford Drive Nichols Hills Oklahoma 73116

37,320,000 shares of Common Stock to Bruce John Scambler 6420 N Hillcrest Ave Nichols Hills Oklahoma 73116

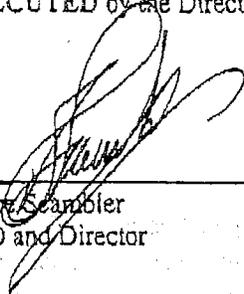
8,000,000 shares of Common Stock to Trace Edward Maurin. 2805 Split Rock circle, Bulverde TX 78163

FURTHER RESOLVED, that the Chief Executive Officer shall be and he is directed to execute, in the Corporation's name and place, such releases and termination documents evidencing and confirming the each such and the obligations, if any other documents to effectuate and carry out this action.

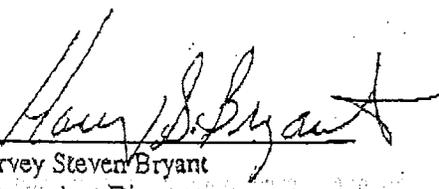
COUNTERPARTS

This Consent may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature by any party on a counterpart of this Consent shall be binding and effective for all purposes. Such party shall, however, subsequently deliver to the other party an original executed copy of this Consent.

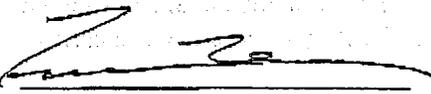
EXECUTED by the Directors as of the date set out above.



Bruce Scambler
CEO and Director



Harvey Steven Bryant
Independent Director



Trace Edward Maurin
Director

* PDF
Signature
Block

Ex #7

REVISED RELEVANT PERIOD

Date	Day Week	Work Location	In Bedford office W'ford	Bedford office W'ford	Work Notes	In State	Out of State
11-Aug-2010	Wednesday	Travel to San Antonio		1	Flight to San Antonio		1
12-Aug-2010	Thursday	San Antonio TX		1	Meeting San Antonio plaza hotel, LOI signed and flight home to Oklahoma		1
13-Aug-2010	Friday	Downtown OKC		1	Meeting Attorney's on Repleving Case XTOG in OKC	1	
14-Aug-2010	Saturday	Home		1	Work Home Office UMB Lawsuit / XTOG	1	
15-Aug-2010	Sunday	Home		1	Work Home Office UMB Lawsuit / XTOG	1	
16-Aug-2010	Monday	Home Office		1	Work Home Office UMB Lawsuit / XTOG David robertson's 18th birthday talk with Mark Robertson	1	
17-Aug-2010	Tuesday	OKC - Office / Home Office	0.5	0.5	CPA Work client files IRS audit / Bedford AFE computations	1	
18-Aug-2010	Wednesday	OK Field Visit / Home Office		1	Date Harvey Dates Board Minutes on back-date	1	
19-Aug-2010	Thursday	OK HH School / Home Office		1	Son sick, home dealing with 5th grade start issues . Harvey Bryant got stock transfer agent to send him the stock certs, he kept them. Harvie and Kalie drafted press releases and sent to Gary Bryant	1	
20-Aug-2010	Friday	OKC- District court / Home Office		1	Court hearings on UMB interpleader and operating bond, meetings attorneys	1	
21-Aug-2010	Saturday	OK		1	Scout camp with troop 114	1	
22-Aug-2010	Sunday	OK		1	Scout camp with troop 114	1	
23-Aug-2010	Monday	OK Hughes county		1	Leasing Landwork Court House and field work meetings roustabouts for well workover	1	
24-Aug-2010	Tuesday	OK Hughes county Home office		1	Field work. Call with Canadian shareholders. First indication they were potential deal breakers	1	
25-Aug-2010	Wednesday	OK Hughes / Logan County		1	Leasing Landwork Court House and field work meetings roustabouts for well workover	1	
26-Aug-2010	Thursday	OK Logan County		1	Field visit and home office payment royalty checks to all wells	1	
27-Aug-2010	Friday	OK Oklahoma County		1	Work Home Office UMB Lawsuit / XTOG. Call with TJ Grenwahl on Cantex situation and what was needed on a field visit to affirm initial findings	1	
28-Aug-2010	Saturday	OK Oklahoma County		1	Off Work Sons 10th Kids Birthday party	1	
29-Aug-2010	Sunday	OK Oklahoma County		1	Home office, work on Warren well accounting nd well AFE's for re-works		
30-Aug-2010	Monday	OK Hughes county		1	Field work on Warren well meetings vendor/ AFE's for re-works		
31-Aug-2010	Tuesday	OK Oklahoma County		1	Vacation, Sons 10th Birthday		
1-Sep-2010	Wednesday	TX Midland		1	Travel Midland Texas and 3hr drive to Terrell county		1
2-Sep-2010	Thursday	TX Midland		1	Terrell county Maurin Ranch - review locations take pictures, meet land owners, plot well location issues.		1
3-Sep-2010	Friday	TX Midland		1	Terrell county Maurin Ranch - finish travel home and field meeting	0.5	0.5
4-Sep-2010	Saturday	TX Lake Texhoma		1			1
5-Sep-2010	Sunday	TX Lake Texhoma		1			1
6-Sep-2010	Monday	TX Lake Texhoma		1	Travel to Hughes county for field visit	0.5	0.5
7-Sep-2010	Tuesday	OKC- Downtown Meetings		1	Meetings with Attorneys downtown on XTOG litigation interpleader and UMB case.	1	
8-Sep-2010	Wednesday	OKC- Downtown Meetings	0.5	0.5	Meeting Paychex to salaries and auto payments followed by meeting Attorney out of office	1	
9-Sep-2010	Thursday	OKC		1	Dealing with sustainable and Richard Pritchard AMI incursion, trip to Geologist offices reference Warren field wells and Rogers prospect	1	
10-Sep-2010	Friday	New York, New York		1	Flight to NYC		1
11-Sep-2010	Saturday	New York, New York		1	Meetings New York		1
12-Sep-2010	Sunday	New York, New York		1	Meetings New York		1
13-Sep-2010	Monday	New York, New York		1	Flightback from NYC		1
14-Sep-2010	Tuesday	OKC	1		Office work	1	
15-Sep-2010	Wednesday			1	Home Office working, including calls to Canada reference findings on Big canyon Maurin Ranch leases which were a bust.	1	
16-Sep-2010	Thursday	Dallas TX		1	Meetings Wind energy - samsung turbines		1
17-Sep-2010	Friday	Dallas TX		1	Meetings Wind energy - samsung turbines		1
18-Sep-2010	Saturday	OKC		1	Work on project wind rework schedules and wind farm coistings	1	
19-Sep-2010	Sunday	OKC		1	Repairs to truck and cars	1	

REVISED RELEVANT PERIOD

Date	Day Week	Work Location	In Bedford office W'ford	Bedford office W'ford	Work Notes	In State	Out of State
20-Sep-2010	Monday	OKC		1	Home office and town, preparations for Canada / Portland trip	1	
21-Sep-2010	Tuesday	OK Hughes		1	Meeting field on Gates/ Warren / leasing surface works - with meeting Attorneys on replevin case	1	
22-Sep-2010	Wednesday	Canada		1	Fly to Canada with plane changes, delays and stops		1
23-Sep-2010	Thursday	Canada		1	Meeting Jon royance on wind development project most of day, evening meeting Canadian shareholders, discussion on Maurin ranch project being a bust, and TJ/other shareholders wanted Maurin dismissed. Would not be any ante up until Maurin dismissed.		1
24-Sep-2010	Friday	Canada		1	Meeting wind Power / Wind Farm, Meeting Green Diesel, late start to Fly back from Canada, delays with rescheduled plane itinerary,		1
25-Sep-2010	Saturday	Canada - OKC		1	Return from Canada	0.5	0.5
26-Sep-2010	Sunday	OKC		1	Church and Family time		
27-Sep-2010	Monday	OK, Iconium Field		1	Drove out past Guthrie, Field visit work on wells	1	
28-Sep-2010	Tuesday	TX, Dallas		1	Meetings Dallas Texas		1
29-Sep-2010	Wednesday	TX, Dallas		1	Meetings Dallas Texas		1
30-Sep-2010	Thursday	TX, Dallas		1	Meetings Dallas Texas		1
1-Oct-2010	Friday	TX, Dallas		1	Meetings Dallas Texas		1
2-Oct-2010	Saturday	OKC		1	Home with family	1	
3-Oct-2010	Sunday	OKC		1	Home with family	1	
4-Oct-2010	Monday	TX, Dallas		1	Meetings Dallas Texas		1
5-Oct-2010	Tuesday	TX, Dallas		1	Meetings Dallas Texas		1
6-Oct-2010	Wednesday	TX, Dallas		1	Meetings Dallas Texas - informed that Kaylie and Brandt had had a spat and falling out, Harvey dealing with it.		1
7-Oct-2010	Thursday	OKC		1	working from home, filed complaint on sustainable and Pritchard	1	
8-Oct-2010	Friday	OK		1	Meeting Attorneys OKC, hearing Guthrie on Replevin	1	
9-Oct-2010	Saturday	OK		1	Scout camp	1	
10-Oct-2010	Sunday	OK		1	Scout camp	1	
11-Oct-2010	Monday	OK		1	Working home office, discussion with Maurin reference nothing being filed for taxed on Cantex for 2006, 2007 2008, 2009, taxes.	1	
12-Oct-2010	Tuesday	OK		1	Meeting new pumper in field -Bryant "dealing with personnel issues, likely fired Kaylie Ball	1	
13-Oct-2010	Wednesday	Ok		1	Meetings out of office and at Petroleum Club downtown	1	
14-Oct-2010	Thursday	OKC	0.5	0.5	Meeting in office, discussion with Harvey on improvements to organization progress and staffing, worked rest of day on leases in home office	1	
15-Oct-2010	Friday	TX, Dallas		1	Meetings Dallas Texas, Attorneys for XTOG case preparation		1
16-Oct-2010	Saturday	OKC	0.5	0.5	Return late from Dallas, Home Family	0.5	0.5
17-Oct-2010	Sunday	OKC		1	Home Family	1	
18-Oct-2010	Monday	OKC		1	Red Earth Charity Day OKCGCC	1	
19-Oct-2010	Tuesday	OK		1	Field work, supervision of dozer and erosion control on berms	1	
20-Oct-2010	Wednesday	OKC	0.5	0.5	Meeting in office, discussion with Harvey on lack of progress and well issues / rest of day on XTOG legal in home office	1	
21-Oct-2010	Thursday	TX, Dallas		1	Meetings Dallas Texas, Attorneys for XTOG case preparation		1
22-Oct-2010	Friday	TX, Dallas		1	Meetings Dallas Texas, Attorneys for XTOG case preparation		1
23-Oct-2010	Saturday	OKC	0.5	0.5	Return late from Dallas, Home Family	0.5	0.5
24-Oct-2010	Sunday	OKC		1	Home Family	1	
25-Oct-2010	Monday	OK		1	Waren field visit to complete surface leasing	1	
26-Oct-2010	Tuesday	TX, Dallas		1	Meetings Dallas Texas, Attorneys for Wind Development Leasing		1
27-Oct-2010	Wednesday	TX, Dallas		1	Meetings Dallas Texas, Attorneys for Wind Development Leasing		1
28-Oct-2010	Thursday	Ok		1	Meeting AOB and Scouts	1	
29-Oct-2010	Friday	OK		1	Work at home, call to Harvey progress report		
30-Oct-2010	Saturday						
31-Oct-2010	Sunday						

REVISED RELEVANT PERIOD

Date	Day Week	Work Location	In Bedford office W'ford	Bedford office W'ford	Work Notes	In State	Out of State
1-Nov-2010	Monday	Ok		1	Meeting L Stewart and H Steinfeld Norman out of		
2-Nov-2010	Tuesday	Murder of Julie Bryant Mitchell			Murder of Julie Bryant Mitchell		
3-Nov-2010	Wednesday	Emailed with HB authority for Transfer Agent account access			access		
4-Nov-2010	Thursday						
5-Nov-2010	Friday						
6-Nov-2010	Saturday						
7-Nov-2010	Sunday						
8-Nov-2010	Monday						
9-Nov-2010	Tuesday						
10-Nov-2010	Wednesday						
11-Nov-2010	Thursday						
12-Nov-2010	Friday						
13-Nov-2010	Saturday						
14-Nov-2010	Sunday						
15-Nov-2010	Monday						
16-Nov-2010	Tuesday						
17-Nov-2010	Wednesday						
18-Nov-2010	Thursday						
19-Nov-2010	Friday						
20-Nov-2010	Saturday						
21-Nov-2010	Sunday						
22-Nov-2010	Monday						
23-Nov-2010	Tuesday						
24-Nov-2010	Wednesday						
25-Nov-2010	Thursday						
26-Nov-2010	Friday						
27-Nov-2010	Saturday						
28-Nov-2010	Sunday						
29-Nov-2010	Monday						
30-Nov-2010	Tuesday						
1-Dec-2010	Wednesday						
2-Dec-2010	Thursday						
3-Dec-2010	Friday						
4-Dec-2010	Saturday						
5-Dec-2010	Sunday						
6-Dec-2010	Monday						
7-Dec-2010	Tuesday						
8-Dec-2010	Wednesday						
9-Dec-2010	Thursday						
10-Dec-2010	Friday						
11-Dec-2010	Saturday						
12-Dec-2010	Sunday						
13-Dec-2010	Monday						
14-Dec-2010	Tuesday						
15-Dec-2010	Wednesday						
16-Dec-2010	Thursday						
17-Dec-2010	Friday						
18-Dec-2010	Saturday						
19-Dec-2010	Sunday						
20-Dec-2010	Monday						
21-Dec-2010	Tuesday						
22-Dec-2010	Wednesday						
23-Dec-2010	Thursday						
24-Dec-2010	Friday						
25-Dec-2010	Saturday						
26-Dec-2010	Sunday						
27-Dec-2010	Monday						
28-Dec-2010	Tuesday						
29-Dec-2010	Wednesday						
30-Dec-2010	Thursday						
31-Dec-2010	Friday						
1-Jan-2011	Saturday	Scambler CEO Contract Effective	4	77		45.5	29.5
31-Jan-2011		Harvy Bryant Resignation Effective					

Exhibit 8

Project Outlines and Cases

Aspen Group

Scambler was involved in late 90's Oklahoma County litigation relating to Oil and Gas promotion. The case was resolved in Scambler's favor and directly caused the removal of the CEO, Jack Wheeler from the public company "Aspen Group" This litigation exposed bad practices at Aspen Group and removed the imminent threat of losses to investors.

Xtreme Oil and Gas

Scambler was instrumental in ending the trading of Xtreme Oil and Gas, 2009 -2010 causing it to go out of business through use of his knowledge of Texas JV provisions and steering Oklahoma based creditors in a Guthrie court case towards the parties (who did not have limited liability) relating to non-payments on an Oklahoma Well. While reported to the Oklahoma Administrator the department appears to not have identified this loss of over \$3,000,000 of funds raised for this project in Oklahoma (including Oklahoma investors) lead to zero return to investors.

Sun Sports and Entertainment

Scambler closed down a Dallas MMA company Sun Sports and Entertainment, 2008 that was selling stock while knowingly materially and systematically diluting its value. This company held MMA cage fights in Texas and Oklahoma, funded by local investors. The Administrator appears to not have identified this business with over \$500,000 of funds raised in Oklahoma for no return to investors.

Access #1-6 Energy and Access Petroleum Corp

Scambler put Access Energy and Access Petroleum Corp in to CH7, and while Access Energy 3 and Access Energy 5 scraped out of Ch7, in 2005 Scambler continued litigation though to February 2014 winning a Chandler case CJ-2010-279. Not all litigation is a positive outcome and there are many large risks. Scambler was not able to fully fund a defense in CJ-2010-290 while maintaining and action in CJ-2010-279. Scambler is appealing in CJ-2010-290 to reverse that decision.

Stephens Oil and Gas Exploration

Scambler instigated the cause for investor litigation against Dallas Promoter Duane Stephens of Stephens Oil and Gas in 2006/7. Promoter Duane Stephens, per audit letter of a CPA investigation, stole over \$650,000 from his investors buying himself new cars, new house and supporting a new trophy wife in Dallas rather than spending the money on an Oklahoma Well. The Administrator appears to not have identified this \$2,400,000 of total Oklahoma business with over \$650,000 stolen and \$1,800,000 total loss to investors.

Nueses Valley Resources, K/K/A Texokan Operating

Scambler defended litigation against him and the operating company he worked for by nee Nueses Valley Resources, K/K/A Texokan Operating from promoter George Burrell, instigated in Dallas, relating to Oklahoma Wells. This was at considerable expense to Scambler. The matter settled when George Burrell resigned from Texokan Operating. With litigation discovery unearthing that over 7,500 persons were offered interests by mailed Fed Ex packages this was an extensive offering system manned from Kentucky and Tennessee managed by Janet Cunningham. In total over 10-15 separate partnerships were formed involving over 480 identified paid-up partners. The result was that nearly all subscribing to these multiple partnerships lost their money. This was a large operation that targeted units under \$35,000 sold down to 1/4's that maintained operations under the State SEC radar screen. It raised funds through Nueses Valley Resources, for Texas, Oklahoma and Kansas Wells managed by Texokan Operating. The Administrator appears to have identified a part of this, like the tip of an iceberg, issuing Burrell an Oklahoma C&D. This did not in any way stop Burrell in raising funds in 47 other states and continuing business in Texas, Oklahoma and Kansas. (How do you know when a promoter is plain flat lying, his salesman's lips are moving). The end for Burrell came when Scambler stood up against him in Dallas litigation, with Scambler incurring considerable legal fees and losses of revenue, however it shut down Burrell and his operations and he is no longer in the business.

Bedford Energy

Scambler closed down partnership offering ventures where investors lost all their money in 2010, and there have been no offers since

EX 8 3/3

Cantex Energy

Scambler closed out trading and offers in Cantex Energy from November 2010, putting an end to offers of working interest in a bust scheme and sales of stock in a company with wasted and wasting assets. The remaining living poacher here is Trace Maurin who has re-gained the company Cantex (now Arkose) and gotten Scambler (game keeper) tied up dealing with the King's men (Administrator) and not able to afford to go on after the poachers at this time. Are there consequences, sure. While Cantex was managed by Scambler after January 2011, no non-close individual investor was able to lose money as the stock issues and transfer agent were closed. Within a few months of Arkose formation investors have been crammed down 100-1 in a reverse and Arkose is facing litigation over \$200,000 or more for non-payments on operations. It appears all post April 2014 new investors have total losses. Could this have been prevented, for sure. A simple administrative hearing Jan 2014 would have proven the facts by Scambler that he had no control of these Cantex company matters August 2010 to November 2010. This might have let him remain in counter to Maurin. This surprise litigation by ther Administrator without Administrative hearing has let the horse run from the stable. We are now left arguing who left the gate open. Scambler asserts it was not him. For these reasons Scambler has not acted "in violation of Title 71", quite the reverse he has prevented many instances of persons wishing to undertake such violations, and more often than not saved hapless Oklahoma investors losing funds. The use of "more often than not" is on purpose as there is not always a clear winner or loser in these matters. The Oklahoma Supreme court identified that in its recent decision. ¹ *The Oklahoma Department of Securities appears to search for a deep pocket to reimburse innocent parties for their losses. Although that agency's motives may be just, the pockets they wish to empty belong to equally innocent parties.* ²

What is clear is that the Administrator is confined to State concerns and thereby often hog tied by these promoters who can easily engineer false claims, put up smoke screen operations, operate from different states and use different companies to still draw in Oklahoma investors. The promoters are chameleons, moving at a rapid speed.

¹ DEPT. OF SECURITIES ex rel. FAUGHT v. BLAIR, 2010 OK 16, 231 P.3d 645, Case Number: 104004
Decided: 02/23/2010

² Scambler's experience is that a way to catch them, is to slow them down, get them so mad at you as to get them to instigate actions, and then tie them down in the morass of civil litigation using the discovery process to fill out the blanks. Not so sure this is fully available to the Administrator.

Exhibit #90

BEDFORD

Energy Inc.
LAND MARK TOWERS WEST
3555 NW 58TH St. STE 1000
OKLAHOMA CITY OK 73112

Bedford Energy, Inc. _____

Total Amount Current Statement	\$859.28
PREVIOUS BALANCE:	\$38,121.77
Total Balance Due	<u>\$38,981.05</u>

Attorney Summary

Name	Hours
(MAR) Mark A. Robertson, Attorney	0.60

STATEMENT DUE ON RECEIPT.

PLEASE MAKE ALL CHECKS PAYABLE TO: ROBERTSON & WILLIAMS

WE RESERVE THE RIGHT TO ASSESS A FINANCE CHARGE OF 1-1/2% PER MONTH TO THE PREVIOUS BALANCE OF STATEMENTS NOT PAID WITHIN THIRTY (30) DAYS OF THE STATEMENT DATE.

Current	30 Days	60 Days	90 Days	120 Days
859.28	1,218.76	3,951.20	507.69	32,444.12

POSTED
12/1/10

PAID
2/1/10

ROBERTSON & WILLIAMS
9658 NORTH MAY AVENUE, SUITE 200
OKLAHOMA CITY, OK 73120-2718
(405) 848-1944

Exhibit 39(2)

Tax I.D. # 73-1325281

BEDFORD
Energy Inc.
LAND MARK TOWERS WEST
3555 NW 58TH ST. STE 1000
OKLAHOMA CITY OK 73112

November 30, 2010
Invoice # 41701

**STATEMENT DUE ON RECEIPT,
BUT NOT LATER THAN THE 25TH**

Interest on overdue balance	\$376.21
Total Amount Current Statement	\$376.21
PREVIOUS BALANCE:	\$25,429.05
Total Balance Due	\$25,805.26

STATEMENT DUE ON RECEIPT.

PLEASE MAKE ALL CHECKS PAYABLE TO: ROBERTSON & WILLIAMS

WE RESERVE THE RIGHT TO ASSESS A FINANCE CHARGE OF 1-1/2% PER MONTH TO THE PREVIOUS BALANCE OF STATEMENTS NOT PAID WITHIN THIRTY (30) DAYS OF THE STATEMENT DATE.

Current	30 Days	60 Days	90 Days	120 Days
376.21	382.90	365.14	371.63	24,309.38

POSTED
12/2/10

PAID
12/2/10

*Paid
Greenfield*

Exhibit #10

2/11/2015 3:50:01 PM
Chris Daniel - District Clerk Harris County
Envelope No. 4113692
By: Adiliani Solis
Filed: 2/11/2015 3:50:01 PM

CAUSE NO. 2013-68468

AAA WELL SERVICE, LLC	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
SAWTOOTH OPERATING COMPANY, INC.	§	
	§	
Defendant.	§	11 th JUDICIAL DISTRICT

PLAINTIFF'S THIRD AMENDED PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff AAA Well Service, LLC files this third amended petition complaining of defendants Sawtooth Operating Company, Inc., CanTex Energy Corp., Arkose Energy, Inc. and Arkose Petroleum, Inc. and for cause of action shows:

A. Discovery Control Plan

1. Plaintiff requests that discovery be conducted under Level 2 of Texas Rule of Civil Procedure 190 and further requests that the Court order a discovery control plan according to such rule.

B. Parties

2. AAA Well Service, LLC ("AAA") is a foreign limited liability company with its principal place of business located at 1638 West Highway 380, Tatum, New Mexico 88267.

3. Sawtooth Operating Company, Inc. ("Sawtooth") is a Texas corporation with its principal place of business located at 9219 Katy Freeway, Suite 250, Houston, Texas 77024. Sawtooth has made an appearance herein and may be served through counsel accordingly.

4. CanTex Energy Corp. ("Cantex") is a foreign corporation allegedly organized and existing under the laws of the State of Nevada, and is a nonresident of the State of Texas.

Cantex has an office, place of business or agency for transacting business at 5050 Quorum Drive, Suite 700, Dallas, Texas 75254.

5. Arkose Energy, Inc. ("AEI") is a Nevada corporation with its principal place of business located at 5050 Quorum Drive, Suite 700, Dallas, Texas 75254. AEI conducts business in Texas and may be served through its registered agent for service of process, Nevada Business Services, 1805 N. Carson Street, Suite X, Carson City, Nevada 89701.

6. Arkose Petroleum, Inc. ("Arkose") is a Nevada corporation with its principal place of business located at 3130 Caldwell Road, Ashland City, Tennessee 37015. Arkose conducts business in Texas and may be served through its registered agent for service of process, CSC Services of Nevada, Inc. 2215-B Renaissance Dr., Las Vegas, Nevada 89119.

C. Long-Arm Jurisdiction

7. Cantex, a foreign filing corporation which transacts business in the State of Texas, is not registered to transact business in Texas as required by Chapter 9 of the Business Organizations Code. BUS. ORG. CODE §5.251. The secretary of state is therefore an agent of Cantex for purposes of service of process, notice, and demand on Cantex. TEX. BUS. ORG. CODE §5.251.

8. Additionally and/or in the alternative, and without waiving the foregoing, Cantex does business in the State of Texas by, amongst other things, (i) entering into contracts with Texas residents and Texas companies which are performable, in whole or in part, within the State of Texas; and (ii) recruiting Texas residents, directly or through an intermediary located in the State of Texas, for employment inside or outside the State of Texas. TEX. CIV. PRAC. & REM. CODE §17.042. Cantex has not appointed or designated an agent for service of process in Texas. TEX. CIV. PRAC. & REM. CODE §17.044(a)(1). Accordingly, process may be served on either the

person in charge, at the time of service, of any business in which the nonresident engaged in this state, or upon the Secretary of State for the State of Texas. TEX. CIV. PRAC. & REM. CODE §§17.043 & 17.044. The claims asserted herein arise out of business done by Cantex in the State of Texas and Cantex's assumption of liabilities and obligations which arose within the State of Texas. TEX. CIV. PRAC. & REM. CODE §§17.044(b) & 17.045. Specifically, on or about April 9, 2014, Cantex acquired Arkose Energy, Inc., taking responsibility "for the Accounts Payable of Arkose and its subsidiaries." Arkose Energy, Inc. ratified and assumed responsibility for the contract at issue in this lawsuit. Accordingly, by assuming all Accounts Payable of Arkose and its subsidiaries, Cantex became liable for the amounts claimed by AAA in this suit.

D. Citation and Service of Process

9. AAA requests the District Clerk issue multiple original citations, and duplicate copies of process, to defendant Cantex, who may be served with process by one or more of the following methods:

(a) Defendant Cantex, a foreign corporation, maintains an office, place of business or agency for transacting business in the State of Texas at 5050 Quorum Drive, Suite 700, Dallas, Texas 75254. Because this lawsuit arises from or is connected with Cantex's business transactions in Texas, and said corporation is not a resident of Harris County or a resident of Texas, Cantex may be served with process by serving its agent or clerk (who is also the President and Chief Executive Officer of Cantex), Paul Henley, at 5050 Quorum Drive, Suite 700, Dallas, Texas 75254,

(b) Additionally and/or in the alternative, and without waiving the foregoing, Cantex may be served with process by serving the Secretary of State for the State of Texas, 1019 Brazos Street, Austin, Travis County, Texas 78701. TEX. CIV. PRAC. & REM. CODE §17.044;

TEX. BUS. ORG. CODE §5.252. Upon such service, the Texas Secretary of State shall, (1) by registered or certified mail, return receipt requested, forward it to Paul Henley, the President and Chief Executive Officer of Cantex, addressed to CanTex Energy Corp., 5050 Quorum Drive, Suite 700, Dallas, Texas 75254; and, (2) by registered or certified mail, return receipt requested, mail a duplicate copy of process addressed to said non-resident's home office at 6301 Waterford Blvd., Suite 403, Oklahoma, City, Oklahoma 73118.

10. AAA requests the District Clerk issue citation and process for Arkose Energy, Inc., which may be served through its registered agent for service of process, Nevada Business Services, 1805 N. Carson Street, Suite X, Carson City, Nevada 89701.

11. AAA requests the District Clerk issue citation and process for Arkose Petroleum, Inc., which may be served through its registered agent for service of process, CSC Services of Nevada, Inc. 2215-B Renaissance Dr., Las Vegas, Nevada 89119.

12. Sawtooth has already been served and made an appearance in this lawsuit.

E. Jurisdiction and Venue

13. The amount in controversy is within the jurisdictional authority of this Court. To comply with Texas Rule of Civil Procedure 47, AAA pleads that it seeks monetary relief over \$200,000 but not more than \$1,000,000.

14. Venue is proper in Harris County, Texas, pursuant to §§ 15.002(a)(1) and (a)(3) of the Texas Civil Practice & Remedies Code as all or a substantial part of the events or omissions giving rise to the claim occurred in Harris County, Texas, and Sawtooth's principal office in this state is in Harris County, Texas.

F. Background

15. On or about November 30, 2012, Sawtooth contracted AAA to perform rod and tubing jobs on the Candelari 2B well (the "Well") located in Harris County, Texas. Pursuant to the parties' agreement, AAA successfully completed the work between November 30, 2012 and February 6, 2013. More specifically:

- On December 28, 2012, AAA sent invoice #1674 to Sawtooth reflecting charges of \$84,245.56 for the materials and services provided by AAA to the Candelari 2B well between November 30, 2012 and December 28, 2012;
- On January 9, 2013, AAA sent invoice #01-2013-013 to Sawtooth reflecting charges of \$24,787.09 for the materials and services provided by AAA to the Candelari 2B well between January 3, 2013 and January 9, 2013;
- On January 23, 2013, AAA sent invoice #01-2013-065 to Sawtooth reflecting charges of \$8,936.04 for the materials and services provided by AAA to the Candelari 2B well between January 21, 2013 and January 23, 2013; and
- On February 6, 2013, AAA sent invoice #02-2013-011 to Sawtooth reflecting charges of \$2,067.58 for the materials and services provided by AAA to the Candelari 2B well between February 5, 2013 and February 6, 2013.

16. The total amount invoiced to Sawtooth for the work outlined above was \$120,036.27. Despite AAA's performance and demand for payment, however, Sawtooth has failed and refused, and continues to fail and refuse, to pay for the materials and services furnished by AAA pursuant to the parties' agreement.

17. After AAA was contracted by Sawtooth to perform the work outlined above, Arkose Petroleum, Inc. (a wholly owned subsidiary of Arkose Energy, Inc.) and Arkose Energy,

Inc. ratified and assumed liability for the contract between AAA and Sawtooth. To date, however, Arkose Petroleum, Inc. and Arkose Energy, Inc. have failed and refused to pay for the materials and services furnished by AAA. On or about April 9, 2014, Cantex acquired Arkose Energy, Inc. and assumed responsibility "for the Accounts Payable of Arkose and its subsidiaries." To date, Cantex has failed and refused to pay for the materials and services furnished by AAA.

G. Breach of Contract

18. All prior paragraphs are incorporated herein by reference.

19. Plaintiff and Defendants entered into a valid and enforceable contract made in exchange for good and valuable consideration. Pursuant to the contract, AAA agreed to perform rod and tubing jobs on the Well in exchange for payment from Defendants. AAA fully performed all of its obligations under the contract. Defendants did not, however, pay AAA for the work performed. As a direct and proximate result of Defendants' breach of the contract, AAA has suffered damages in an amount within the jurisdictional limit of this Court.

20. Additionally and/or in the alternative, after AAA was contracted by Sawtooth to perform the work outlined above, Arkose Petroleum, Inc. and Arkose Energy, Inc. ratified and assumed liability for the contract between AAA and Sawtooth. Cantex subsequently acquired Arkose Energy, Inc. and assumed responsibility "for the Accounts Payable of Arkose and its subsidiaries." To date, Arkose Petroleum, Inc., Arkose Energy, Inc. and Cantex have failed and refused to pay for the materials and services furnished by AAA, and AAA has suffered damages in an amount within the jurisdictional limit of this Court as a result.

H. Quantum Meruit

21. All prior paragraphs are incorporated herein by reference.

22. In the alternative, AAA pleads that it is entitled to recover damages under the theory of quantum meruit. The labor and materials were provided to Sawtooth directly. As a direct result, a benefit was conferred to Sawtooth in that Sawtooth accepted delivery of and used the labor and materials. AAA reasonably expects payment for the labor and materials because AAA is in the business of providing such labor and materials and did not provide the labor or materials as a favor to Sawtooth. AAA presented the claim as described above to Sawtooth by letter more than thirty days ago. As of the filing of this Third Amended Petition, payment for the just amount owed has not been tendered. Accordingly, there is now due, owing, and unpaid from Sawtooth to AAA the sum of \$120,036.27. All credits, payments and offsets have been accounted for and allowed.

23. Additionally and/or in the alternative, after AAA performed the work outlined above, Arkose Petroleum, Inc. and Arkose Energy, Inc. assumed liability for payment for the work performed by AAA. Cantex subsequently acquired Arkose Energy, Inc. and assumed responsibility "for the Accounts Payable of Arkose and its subsidiaries." To date, Arkose Petroleum, Inc., Arkose Energy, Inc. and Cantex have failed and refused to pay for the materials and services furnished by AAA, and AAA has suffered damages in an amount within the jurisdictional limit of this Court as a result.

I. Attorney's Fees

24. AAA is entitled to recover, and seeks recovery of, its costs of court and reasonable and necessary attorneys' fees from Sawtooth, Arkose, AEI, and Cantex pursuant to Tex. Civ. Prac. & Rem. Code §38.001 *et seq.*

J. Conditions Precedent

25. Pursuant to Tex. R. Civ. P. 54, AAA pleads that all conditions precedent to the recovery of AAA's damages, including recovery of its attorneys' fees, have occurred or been performed, if not waived or otherwise excused.

K. Jury Demand

26. AAA hereby demands a jury trial.

L. Prayer

WHEREFORE, PREMISES CONSIDERED, AAA prays that, upon trial hereof, it have judgment against Sawtooth, Cantex, AEI, and Arkose, jointly and severally, for the following:

- a. Actual damages in an amount within the jurisdictional limits of this Court;
- b. Attorneys' fees and costs of court;
- c. Pre-judgment and post-judgment interest as allowed by law; and
- d. All other and further relief to which AAA is justly entitled.

Respectfully submitted,

ADAMS AND REESE LLP

By: /s/ Adam F. Massey

Adam F. Massey
State Bar No. 24065690
1221 McKinney, Suite 4400
Houston, Texas 77010
Telephone: (713) 652-5151
Telecopier: (713) 652-5152
Adam.Massey@arlaw.com

Attorney for Plaintiff, AAA Well Service, LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served on all counsel of record in accordance with Rules 21 and 21(a), Texas Rules of Civil Procedure, on this the 11th day of February, 2015:

Michael D. Jones
Leann Pinkerton
Jones Gill LLP
6363 Woodway, Suite 1100
Houston, Texas 77057

/s/ Adam F. Massey
Adam F. Massey

Exhibit #11
B&W

Bruce Scambler

From: Trace Maurin <tracem@mesachica.com>
Sent: Monday, December 13, 2010 2:12 PM
To: 'Bruce Scambler'
Subject: RE: www.cantexenergy.com

That's alright I just got back to town from Angola and have been sick Will talk soon

Thank You

Trace Maurin
Mesa Chica Survey
210-632-2793

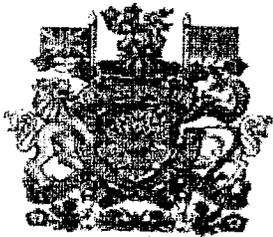
From: Bruce Scambler [<mailto:scamblerbj@msn.com>]
Sent: Monday, December 13, 2010 1:36 PM
To: 'Lauren Ritchie'
Cc: 'Trace Maurin'; 'Bruce Scambler CPA'
Subject: RE: www.cantexenergy.com

Thanks trace I got out of the loop was out on a well



The

Bruce Scambler,
Chairman and CEO



"VICE REGI REGNARE"

Ref Revision notes

Draft - STS.

Cantex Energy Corp
(a Nevada corporation)

STATEMENT OF UNANIMOUS CONSENT

OF

BOARD OF DIRECTORS

For discussion with Harvey

Meeting was
15th August?
why backdate?

August 2010

This STATEMENT OF UNANIMOUS CONSENT OF BOARD OF DIRECTORS when executed by the Directors of the Corporation will become effective as of the 12th day of August 2010; and will have the same force and effect as if such Directors were present and acting at a meeting duly noticed and held for the purpose of adopting the Resolutions and taking the Corporate action hereinafter set forth.

APPOINTMENT OF NEW DIRECTORS

WHEREAS, the Corporation has previously had in place a SOLE Director and Officer Trace Maurin.

The Corporation hereby desires to increase the appointed serving Directors and appoint new officers

Harvey Steven Bryant has agreed as of todays date and 12.00 pm Central Time to be a Director and President of the Corporation

Bruce John Scambler has agreed, subject to and upon the date of completion of the merger of Bedford Energy Inc. and Cantex, he would then become the Chairman of the combined Cantex/Bedford board, and CEO of the combined Corporation. He would act as a Cantex Director in the Interim.

AND WHEREAS, the Corporation desires to appoint said Directors to be officers of the company.

RESOLVED, that the Corporation does hereby declare by vote to appoint

Harvey Steven Bryant to be a Director and President of the Cantex Corporation, of address 1300 Bedford Drive Nichols Hills Oklahoma 73116

Bruce John Scambler to be a Director of the Cantex Corporation, of address 6420 N Hillcrest Ave Nichols Hills Oklahoma 73116

Q: Who will be CFO?

Previous CEO / President

Harvey to take over as President & also Secretary

Remain CEO Bedford, want enclosure docs & stock issue need a contract & terms

Will there be what of insurance

As if merger
on hold Trace will
be CEO?

Trace Edward Maurin to remain a Director and be Chief Operating Officer of Cantex of the Corporation. 2805 Split Rock circle, Bulverde TX 78163

FURTHER RESOLVED, that the President and Secretary shall be and he is directed to execute, in the Corporation's name and place, such releases and termination documents evidencing and confirming the each such and the obligations, if any other documents to effectuate and carry out this action.

ISSUE ADDITIONAL SHARES

Trace

WHEREAS, the Corporation has agreed to issue 8,000,000 shares ("Debt conversion shares") to Stockholder T Maurin with proviso of vesting when CTXE or combined entity trades at \$0.04 or higher on offer for 30 days or more or more. . The shares held by the T Maurin would be acquired (as backed by a 12-month promissory note equal to \$335,681 at labor) cancellable in event combined entity trades at \$0.04 or higher Said shares shall have a trickle out for not more than 1,000,000 shares sold per month after restriction is lifted.

[Not Scambler]

Need to get
more history
for LI reserves
as well as
in

* The Corporation has agreed 56,000,000 will be issued to BFDE officers with 37,320,000 to nominees of holders of reserve assets and 22,680,000 to Harvey Bryant for the option to acquire on closing their combined 68,000,000 shares in Bedford Energy.

AND WHEREAS, the Corporation desires to issue said shares of the company.

RESOLVED, that the Corporation does hereby declare by vote to issue

22,680,000 shares of Common Stock to Harvey Steven Bryant 1300 Bedford Drive Nichols Hills Oklahoma 73116

Per Harvey
insurance
after closure
of the merger

* 37,320,000 shares of Common Stock to nominees of holders of reserve assets (list to come from Bruce John Scambler) 6420 N Hillcrest Ave Nichols Hills Oklahoma 73116

8,000,000 shares of Common Stock to Trace Edward Maurin. 2805 Split Rock circle, Bulverde TX 78163

President & Secretary x Cause

FURTHER RESOLVED, that the ~~Chief Executive Officer~~ shall be and he is directed to execute, in the Corporation's name and place, such releases and termination documents evidencing and confirming the each such and the obligations, if any other documents to effectuate and carry out this action.

COUNTERPARTS

Exhibit #13

The table below reviews each claim and shows these to be Bryant acts and actions with Bryant in control.

Alleged Breach of Cease & Desist Order	Defendant Assertion	Status Re Scambler
Office Workers		
1 Issue of Shares to Ball Issue 40,000 Shares to Kailey Ball No payment, no compensation	Instigated on order of Harvey S. Bryant. Free issue Approved by Harvey S. Bryant And Mr Trace Maurin in majority. Mr Bryant terminated Ms Ball for reasons relating to disagreements with Desmukles and not following instructions.	Stock Certificates returned on employment termination. Not a Scambler action

Conclusion: Scambler was not “in control of this issue of stock”, there was no net sale or offer, it was issued for no consideration.

2 Issue of Shares to Desmukes

Issue 40,000 Shares to Brandt Desmukes	Instigated on order of Harvey S. Bryant. Free issue by Bryant No payment, no compensation Approved by Harvey S. Bryant And Mr Trace Maurin in majority. Was a Bedford employee.	Certificates Outstanding Employment terminated by Bruce. Not a Scambler action
---	---	--

Conclusion: Scambler was not in control of this issue of stock, the stock was not offered. there was no net sale or offer, it was issued for no consideration.

Existing shareholders Cantex

SAWINDER HAYRE
Denied.

Met in Canada
Discussion in Canada
Confirmed while in
Canada that he was Not in a
position to support Cantex

Offer claimed to be
"from Oklahoma"
due to 405 area code
Denied. No evidence
of discussion of offer
A follow up call I had with Mr
Sawinder Hayre were
forwarded to me on my cell
phone from the office while I
was in Dallas Texas.

Conclusion: Scambler denies any mention of stock from USA. Scambler was not in control, the stock was not offered.

TEJINDER GREWAL
Denied.
Confirmed that may
support Cantex
Grewal threatened a lawsuit

Met in Canada
Discussion in Canada
Issued by Harvey
Bryant.

Follow Offer sent
"from Oklahoma"

No Scambler signature
No discussion of offer by
Bruce
No follow up calls by Bruce
Offer not accepted.

Grenwal an accredited investor with a 15M Cantex controlling block of stock

Conclusion: Scambler denies any mention of stock from USA. Scambler did send out letter reference the stock was offered.

GARY BERAR
Denied.
Confirmed that may
support Cantex

Mentioned in Canada
Discussion in Canada
Issued by Harvey
Bryant.

Documents sent
"from Oklahoma"

No discussion of offer in OK
No follow up calls
Stock sale by
Not a Scambler OK action

Bruce Scambler

From: Trace Maurin <tracem@mesachica.com>
Sent: Monday, December 13, 2010 2:12 PM
To: 'Bruce Scambler'
Subject: RE: www.cantexenergy.com

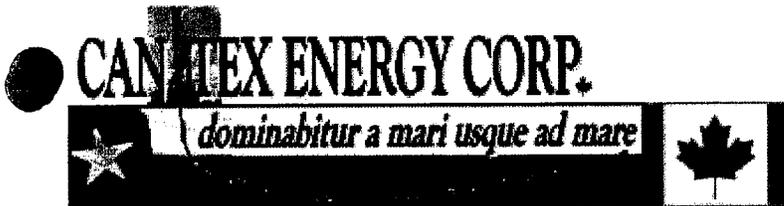
That's alright I just got back to town from Angola and have been sick Will talk soon

Thank You

Trace Maurin
Mesa Chica Survey
210-632-2793

From: Bruce Scambler [mailto:scamblerbj@msn.com]
Sent: Monday, December 13, 2010 1:36 PM
To: 'Lauren Ritchie'
Cc: 'Trace Maurin'; 'Bruce Scambler CPA'
Subject: RE: www.cantexenergy.com

Thanks trace I got out of the loop was out on a well



The

Bruce Scambler,
Chairman and CEO

