

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

JAN 20 2015

TIM RHODES  
COURT CLERK

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

Case No.: CJ-2014-1346

**OBJECTION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

The Defendant, Bruce J. Scambler ("Scambler"), does hereby Object to Plaintiff's Motion for Summary Judgment. In support of his objection, the Defendant states that there is a substantial controversy as to the material facts as set forth in Plaintiff's Motion for Summary Judgment thereby preventing the same by Rule 13 for the Rules of the District Courts of Oklahoma and Title 12 §2056.

**STATEMENT OF MATERIAL FACTS TO WHICH A GENUINE ISSUE EXISTS**

1. Defendant Scambler denies that he ever offered or sold shares of common stock of CanTex Energy Corporation (CanTex) in and from the State of Oklahoma. See Affidavit of Bruce Scambler attached as Exhibit A, Paragraph 3, Paragraph 15, Paragraph 16.
2. The Defendant was not during the relevant time period Chairman or Chief Executive Officer of CanTex and in control of CanTex. See Exhibit A, Paragraph 6, Paragraph 10, Paragraph 11, Paragraph 13, Paragraph 14, Paragraph 15, Paragraph 17, Paragraph 18.
3. Although Trace Maurin was on the board of directors he was located in Texas. Mr. Harvey Bryant, during the relevant time period was President, Chairman of the Board and kept all of the books and records of CanTex with him at his private residents.

He was in the office as needed. See Exhibit A, Paragraph 5, Paragraph 6, Paragraph 10, Paragraph 12, Paragraph 13, Paragraph 17.

4. CanTex's principle office was located in Oklahoma City at the residents of Harvey Bryant until December, 2010. See Exhibit A, Paragraph 13.
5. Defendant Scambler never held a conference call where he was CEO and offered CanTex investors additional shares of CanTex stocks. See Exhibit A, Paragraph 3.
6. Defendant Scambler did not offer Tejinder Grewal, a CanTex investor, additional CanTex stock. The letter attached as Exhibit F to Grewal's affidavit is a forgery sent out by Kaily Ball and Harvey Bryant. It does not have a signature and it has the wrong letter emblem attached to it, Paragraph 19, Paragraph 3.
7. Defendant Scambler did not have a telephone conference on September 30, 2010 with Sawinder Hayre. Any telephone conferences with Mr. Hayre occurred by Defendant Scambler was either in Canada or in Dallas Texas. If Mr. Hayre reached Mr. Scambler by dialing for a "405" number, he would have been calling a cellular phone. See Exhibit A, Paragraph 3.
8. Defendant Scambler denies any telephone calls between himself and Sawinder Hayre occurred on September 30, 2010. See Exhibit A, Paragraph 20.
9. Defendant Scambler objects to this material fact as it is not precise merely conclusatory. He also denies any telephone call with Gary Berar to offer him additional shares of CanTex stock. If a phone call was received from Mr. Berar it would have been from Harvey Bryant who in October of 2010 was president, CEO and chairman of the board of CanTex. See Exhibit A, Paragraph 20.

12. Defendant Scambler denies offering any stock to Gary Berar as referenced above. The stock certificate that was issued in January, 2011 was only issued at the direction of Present Harvey Bryant and was only signed by Defendant Scambler based upon his contract which began in January, 2011. See Exhibit A, Paragraph 11.
13. Defendant Scambler received representations from Maurin and Bryant that all CanTex stock was in regulatory compliance. See Exhibit A, Paragraph 7, Paragraph 10.
15. Defendant Scambler was not in control of the company nor did he offer any stock of CanTex as referenced above. At the time that any stock may have been offered, Mr. Harvey Bryant and Mr. Trace Maurin were in control of the company. See Exhibit A, Paragraphs 3 - 20.

### ARGUMENT

Oklahoma law codify in Title 12 §2056(C) states that a judgment sought should be rendered if the pleadings, the discovery and the disclosure materials on file, and any affidavit show that there is no genuine issue as to any material fact thereby making the movement entitled to judgment as a matter of law. The Supreme Court in the case of Bowman v. Presley, 2009 OK 48, Paragraph 8 states that the court must view all facts and inferences in the light most favorable to the non-moving party. In this particular interest, the Defendant has raised several discrepancies as issues with Plaintiff's Statement of Material Facts thereby preventing the issuance of Summary Judgment. It is clear, that the controlling person or persons with regard to CanTex during August, September and October 2010 were Harvey S. Bryant and Trace Maurin. Exhibits attached to Defendant's Affidavit set forth that Mr. Maurin maintains he has been since August, 2010 the Chief Operating Officer and the Secretary of CanTex. Additional writings from Mr. Harvey Bryant also claim for him to be

Chairman of Board, President and Secretary of CanTex through January 31, 2011. The Defendant's employment contract with CanTex at the earliest was prepared November 18, 2010. A careful reflection of the contract which is attached as Exhibit 2 to the Defendant's Affidavit, shows it was not signed by the CFO, James Richey until the 5<sup>th</sup> day of January, 2011. Mr. Richey was not hired until November 19, 2010 thereby did not sign Defendant's contract as CFO until January, 2011.

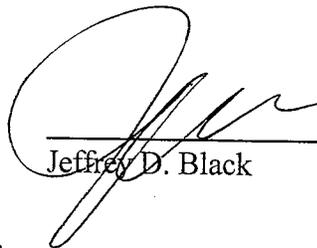
The Defendant did not offer of sell any securities of CanTex Energy Corporation. Nor, was the Defendant in control when any such offers or selling could or would have occurred. Plaintiff's Motion for Summary Judgment is void of any transactions after Mr. Scambler assumed his responsibilities pursuant to his employment contract. Mr. Scambler at no time controlled or had common control of CanTex Energy Corporation before the implementation of his contract. He did not control or possess directly or indirectly the power to direct or cause a direction of the management and policies of CanTex.



Jeffrey D. Black OBA #13847  
Bonham & Howard  
3255 N.W. 58<sup>th</sup> St., #1000  
Oklahoma City, OK 73112  
405-943-6650 / 405-943-6655 (fax)  
Attorney for Defendant

#### CERTIFICATE OF MAILING

This is to certify that on the 20<sup>th</sup> day of January, 2015 a true and correct copy of the foregoing Answer was mailed with sufficient postage, prepaid thereon, to: Amanda Cornmesser & Terra Shamas Bonnell, First National Center, 120 N. Robinson Ave., #860, Oklahoma City, OK 73102, Attorneys for Plaintiff.



Jeffrey D. Black

# Exhibit A

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

Oklahoma Department of Securities	)	
ex rel. Irving L. Faught, Administrator,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CJ-2014-1346
	)	
Bruce Scambler,	)	
	)	
Defendant.	)	

**AFFIDAVIT**

Bruce J. Scambler, of lawful age, does hereby declare and state the following:

1. I am a resident of Oklahoma County, Oklahoma.
2. On June 8, 2009, without admitting or denying the findings of fact, I signed a cease and deciest Order dated June 11, 2009.
3. From June 8, 2009, I did not talk or discuss, write or email any person or entity on any matters relating to any offers, issuants of sale of a security while in or from Oklahoma with regard to CanTex Energy Corporation. I did generally discuss my work on oil and gas wells, well operations, well revenues and general matters of health, wealth, welfare and the weather.
4. I was first told of CanTex Energy (CTXE) approximately August 10, 2010 while I was in a meeting in San Antonio.
5. I first met Mr. Trace Maurin with Harvey Bryant in August 12, 2010 in San Antonio, TX (See Exhibit 3).
6. I was informed by Trace Maurin that CTXE was controlled by him and that he was the Chairman and sole Director, President, CEO and Secretary/Treasurer (See Exhibit 1 and Exhibit 3).
7. I was further informed by Mr. Maurin that CTXE was a “fully reporting company” and that it maintained up to date reports and was current in it’s filings. I was additionally informed by Mr. Maurin that CTXE was a reporting pink sheet

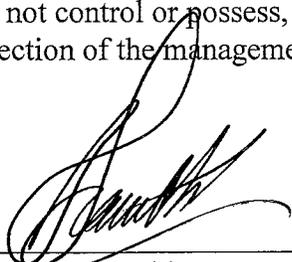
company.

8. On June 4, 2010 I was introduced to Bedford Energy, Inc. "Bedford" a company controlled by Harvey S. Bryant who was then Chairman of the Board, President, Vice President and Secretary/Treasurer.
9. Harvey Bryant along with his brother, Mr. Gary Bryant stated they had extensive holdings in both Bedford and CanTex. They wished the merger of the two companies to be completed.
10. Based upon the assurances of Harvey Bryant, Gary Bryant and Trace Martin, I was interested in the merger of Bedford and CTXE to be used in conjunction with oil and gas properties I have owned for years. Harvey Bryant and Gary Bryant took control of CTXE which was trading allegedly on pink sheets. Harvey Bryant took the positions of President, Secretary and Treasurer. He held the positions until his resignation on January 31, 2011. Harvey Bryant's control up until that period was as Director, President, Secretary and controlling stock holder who maintained total control of CTXE, the company books of CTXE and all company records of CTXE. Mr. Bryant used a company known as Stock Transfer Agent to handle all stock transfers.
11. On November 18, 2010, I was offered a position to be CEO with a contract affective in January 2011. I was not entitled to become CEO until the merger of Bedford and CanTex occured (See Exhibit 2).
12. From August 12, 2010 through November 2010 I was not in a position of control of CTXE. I held no stock certificates, had no employment contract, had no CTXE letter of appointment to any position and any further position was contingent upon the merger of Bedford and CanTex (See Exhibit 4).
13. Harvey Bryant, who has exclusive control over the CTXE stock books, records and all corporate documents worked primarily from home. He solely possessed the pinn account access to the Stock Transfer Agent. Mr. Bryant rarely came to my office.
14. Harvey Bryant informed me from August through November, 2010 that he was working for funding to complete the merger between Bedford and CTXE. Mr. Bryant stated that he has arranged for a Nevada Transfer Agent through Newport Capital, his brother's company to facilitate all of the pink sheet reporting required. Mr. Bryant, was still Chairman of the board, President, Secretary/Treasurer and held a majority of voting shares, approximately sixty million.
15. Harvey Bryant held all certificates relating to the Bedford merger with CanTex in

his possession. On November 2, 2010 Harvey Bryant's daughter was murdered. At his request on November 3, 2010 I traveled to his home and retrieved the CanTex check book and a copy of the shareholder listing. Upon my review of the shareholding listing, it revealed that Harvey Bryant had gifted/offered and sold shares of CanTex's stock to existing stock holders and CanTex employees.

16. In December, 2010 I confronted Harvey Bryant regarding the stock transactions. He stated that he and Trace Maurin agreed on all stock offerings and gifts to employees. In fact, the stock certificates bare signatures of Mr. Bryant and Mr. Maurin. These include Stock to Brandt Dismukes and Kaily Ball, both of whom Harvey Bryant as President terminated their employment in October, 2010. He retained Dismukes as a personal assistant (See Exhibit 3). He also obtained Ms. Ball's stock back to CanTex as of October 12, 2010 (See Exhibit 5).
17. Harvey Bryant resigned as President and Secretary of CanTex Energy Corporation effective January 31, 2011 (See Exhibit 6).
18. Harvey Bryant, on January 3, 2011, as President and Secretary of CanTex, ordered transfer online to issue shares of stock and return the same to his attention (See Exhibit 7).
19. I reviewed the letter attached to Exhibit F for the Motion to Summary Judgment. There are several flaws with this letter. I did not issue this letter. The letter is unsigned. The letter is incorrectly addressed "T.J. Graywall". The letter has the wrong crest for CanTex Energy Corporation. That is the crest used by my company, Bedford Energy. The proper crest for CanTex includes a Texas flag with a Canadian flag. I have no knowledge of who sent this letter, but suspect that Harvey Bryant along with Ms. Ball conspired to send this letter while I was in not in Oklahoma. On September 27, 2010, I was returning from Canada going to Dallas, Texas. (See Exhibit 8).
20. I did not have any telephone call with Sawinder Hayre on September 30, 2010.
21. In August, September and October, 2010, I did not control or possess, direct or indirect or have the power to direct or cause direction of the management and policies of a person or CanTex.

**FURTHER AFFIANT SAITH NOT**

  
\_\_\_\_\_  
Bruce J. Scambler

Subscribed and sworn to before me this 20th day of January, 2015.

Penny Black  
NOTARY PUBLIC

My Commission Expires:  
02/11/2018

Commission No. 02002433







Partners for Oil and Gas Exploration

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## 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

#### Ronald Wefelmeyer Petroleum Engineer

EXHIBIT  
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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.



**EXECUTIVE EMPLOYMENT AGREEMENT**

This Executive Employment Agreement (this "Executive Employment Agreement") is made as of Date effective 18<sup>th</sup> November 2010 ("Date") by and between:

CanTex Energy Corp. ("CanTex or "Employer") a Nevada corporation with office of address  
SUITE #500  
ADDRESS: 13604 Midway Road  
(name) Dallas, Texas 75244

Tel: 405.601.9745

and

Bruce Scambler (hereinafter the "Executive") of address  
6420 N. Hillcrest Ave  
Oklahoma City  
Oklahoma,  
OK 73116 USA

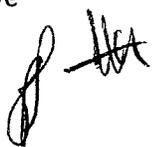
WHEREAS, CanTex Energy Corp. desires to employ the Executive, and the Executive agrees to serve CanTex Energy Corp., upon the terms and conditions hereinafter set forth;

**WITNESSETH:**

**NOW, THEREFORE,** this Executive Employment Agreement is as follows:

**1. TERM.**

- 1.1 CanTex Energy Corp. agrees to employ the Executive, and the Executive agrees to serve CanTex Energy Corp. or Subsidiary or Associated Company for the term beginning on the date hereof and ending 31<sup>st</sup> December 2011, which term shall be automatically extend from 1<sup>st</sup> January 2012 for a further five years (the Five Years (5 years) Term subject to meeting of the performance targets as detailed below. The terms of this agreement will apply to your appointment by the Company from the date of your written 'Consent to Act'. This agreement may also be terminated by either party by giving 3 months notice. The terms of this agreement will continue to govern the relationship during that period.
- 1.2 Notwithstanding the foregoing, in the event of personal hardship, the Executive may terminate the term at any time upon at least fifteen (15) days prior written notice to the Company.
- 1.3 Termination as a Result of Executive's Death. The death of Executive shall immediately terminate this Agreement; however, CanTex Energy Corp. shall pay all Compensation and other amounts due to Executive under the terms of this Agreement to Executive's estate.
- 1.4 Termination on Account of Disability. If, as a result of incapacity due to physical or mental illness or injury, Executive shall have been absent from his full-time duties hereunder for six (6) consecutive months, then thirty (30) days after receiving written notice (which notice may occur before or after the end of such six (6) month period, but which shall not be effective



earlier than the last day of such six (6) month period), CanTex Energy Corp. may terminate Executive's employment hereunder provided Executive is unable to resume his full-time duties with reasonable accommodation at the conclusion of such notice period. Also, Executive may terminate his employment hereunder if his health should become impaired to an extent that makes the continued performance of his duties hereunder hazardous to his physical or mental health or his life, provided that Executive shall have furnished CanTex Energy Corp. with a written statement from a qualified doctor to such effect and provided, further, that, at CanTex Energy Corp. 's request made within thirty (30) days of the date of such written statement, Executive shall submit to an examination by a doctor selected by CanTex Energy Corp. who is reasonably acceptable to Executive or Executive's doctor and such doctor shall have concurred in the conclusion of Executive's doctor. In the event this Agreement is terminated as a result of Executive's disability, Executive shall receive from CanTex Energy Corp. , in a lump-sum payment due within thirty (30) days of the effective date of termination, the Compensation at the rate then in effect for whatever time period is remaining under the Term of the Agreement or for one (1) year, whichever amount is greater; provided, however, that any such payments shall be reduced by the amount of any disability insurance payments payable to the Executive as a result of such disability to the extent such disability insurance is provided by CanTex Energy Corp. or PWRX or any of their affiliates. CanTex Energy Corp. shall also pay all other amounts due to Executive under the terms of this Agreement within thirty (30) days of the effective date of termination.

- 1.5 Change in Control of CanTex Energy Corp. . In the event of a Change in Control of CanTex Energy Corp. this Agreement may be terminated subject to settlement of compensation due and not less than five years compensation and all other terms shall apply.
- 1.6 Effect of Termination. Upon termination of this Agreement for any reason provided above, Executive or Executive's estate shall be entitled to receive all Compensation and all benefits and reimbursements due through the effective date of termination or death. Additional compensation subsequent to termination or death, if any, will be due and payable to Executive only to the extent and in the manner expressly provided herein. All other rights and obligations of CanTex Energy Corp. and Executive under this Agreement shall cease as of the effective date of termination, except that CanTex Energy Corp. 's obligations under paragraph 5 herein shall survive such termination in accordance with their terms. CanTex Energy Corp. shall also pay all other amounts due to Executive within thirty (30) days of the effective date of termination.
- 1.7 Breach of Contract. If termination of Executive's employment arises out of CanTex Energy Corp. 's failure to pay Executive on a timely basis the amounts to which Executive is entitled under this Agreement or as a result of any other breach of this Agreement by CanTex Energy Corp. when and as determined by a court of competent jurisdiction (or pursuant to the provisions below), CanTex Energy Corp. shall pay all amounts and damages to which Executive may be entitled as a result of such breach, including interest thereon.
2. **SERVICES.** The Executive shall serve CanTex Energy Corp. .in the following capacities:
  - 2.1. The Executive shall provide services to CanTex Energy Corp. .as CHIEF EXECUTIVE OFFICER ("CEO") of CanTex Energy Corp. , as well as, such other services as may be requested by CanTex Energy Corp.



- 2.2. The Executive shall devote his working time, skill, labor, attention and energies to the business of CanTex Energy Corp., annual vacation time and reasonable absences for sickness excepted for the compensation set out here in.
- 2.3 The foregoing shall not be construed to prevent the Executive from (1) investing his assets in such form or manner (excluding any business which competes directly with CanTex Energy Corp..) as will not require any substantial services on his part in the operation of such investments or (ii) serving as a member of one (1) or more boards of directors of unaffiliated companies as long as such companies do not compete directly with CanTex Energy Corp..
- 2.4 The Executive shall perform the duties of the offices which he may hold in such place as is expedient for the business. The HQ is currently located in Oklahoma. The Executive may perform duties at home but will from time to time be expected to attend Corporate HQ meetings and other meetings. The duties are expected to be performed with fidelity and to the best of his ability. Travel time to Vendors or other related work shall be recorded as time pari pasu from Oklahoma. The Executive shall be entitled to 10 days of vacation each calendar year at Rate, and reasonable absence due to personal illness or that of an immediate family member. Executive's work schedule and work hours shall remain flexible as he sees fit to meet the requirements of the job.  
Incorporated herein CHIEF EXECUTIVE OFFICER Executive Outline Work Description, and Letter of Appointment is an included exhibit to this Agreement.

### **Compensation, Benefits and Other Compensation.**

#### **3. COMPENSATION.**

The following shall be paid or caused to be paid by CanTex Energy Corp.

- 3.1 In consideration for his services as CEO of CanTex Energy Corp., a monthly Salary of \$15,000.00 (U.S. Dollars) per month with \$7,500.00 (U.S. Dollars) paid monthly commencing 1/1/2011, and the balance being deferred (deferred salary). Such Salary may be increased from time to time commensurate and comparable to salaries paid to similar company executives as published in annual reports or as the Salary Compensation Committee authorize.
- 3.2 Deferred salary- for such months as the full salary is not paid a stock issuance of seven hundred and fifty thousand shares (750,000) per month (or such numbers of shares as equates to the total of the deferred salary calculated on the restricted stock valuation of 50% of the average monthly quoted price. Due on signing this agreement a signing bonus of two million five hundred thousand common shares (2,500,000).
- 3.3 Executive **shall** also in addition to the salary receive a "Sales Incentive Bonus" ("Sales Incentive Bonus") as payments based on Company sales of projects with such performance equal to three point five (3.5%) percent of all gross revenues collected by CanTex Energy Corp., its subsidiaries, or from sublicensees or affiliates on the sales of oil and gas projects (or other products) for revenues booked prior to commencement of work on the projects. Commission payment shall accrue on the date the Gross Revenues are received and are payable on a quarterly basis on January 15, April 15, July 15, and October 15, with respect to all commission accrued for the preceding quarterly commission period, and shall be paid in lawful currency of the United States. "Products" shall mean any and all types of products, whether or not patented, manufactured and/or



sold by CanTex Energy Corp. that contains as a component thereof (regardless of amount) or such product, including any and all improvements. "Subsidiary" shall mean any corporation, Limited Liability Company, partnership, joint venture or other business entity of which CanTex Energy Corp. owns, directly or indirectly, an equity interest of at least 51% or of which CanTex Energy Corp. is a general partner. CanTex Energy Corp. shall furnish Executive a written report, verified by a duly authorized officer of CanTex Energy Corp., showing in detail and form satisfactory to Executive the basis for CanTex Energy Corp.' commission payment, including sales of Products sold by CanTex Energy Corp. and each Subsidiary and Affiliate by number of units, Gross Revenues and commission's payable for the prior term commission period. Executive may conduct an audit of CanTex Energy Corp.' books to determine the commission payment. CanTex Energy Corp. shall be liable for interest on any overdue commission payment commencing on the date such payments become due at an annual rate of four percent (4%) over the prime interest rate quoted or utilized by CanTex Energy Corp.' primary bank on the date such payment becomes due. Commission payments shall remain to be due to the Executive for the period of this agreement, even if CanTex Energy Corp. is sold, transferred or merged with a new Company, if the Company is taken public or Entity or if Executive's employment is terminated.

- 3.4 The Executive will be entitled to be included in any and all CanTex Energy Corp. employee benefit plans and programs consistent with applicable law or as such other executive benefits as are afforded to other executives of EMPLOYER and Executive shall be entitled to participate in all other Company-wide employee benefits as are available from time to time.
- 3.5 EMPLOYER shall pay supplemental disability insurance premiums (AFLAC equivalent) for the Executive up to the amount of Salary and bonus to be charged to EMPLOYER. Company will initially pay Executive for premium of not less than benefits of \$3,000 per month - which shall be used to pay a replacement for the Executive's total remaining term, and pay out the salary and benefits and pension thereon on term of contract in the event Executive's death, the balance to be to EMPLOYER.
- 3.6 EMPLOYER will pay Executive professional subscriptions and costs for maintaining professional qualifications.

#### **Reimbursement of Expenses and Benefits.**

- 3.7 CanTex Energy Corp. shall reimburse the Executive for any expenses incurred in the performance of his duties under this Agreement, including all expenses for travel, meals and lodging incurred by the Executive while away from his principal residence. All reimbursable expenses shall be appropriately documented in reasonable detail by Executive upon submission of any request for reimbursement, and in a format and manner consistent with EMPLOYER's expense reporting policy. EMPLOYER agrees to deliver to Executive and authorize Executive's use of a credit card issued to EMPLOYER and payable by EMPLOYER for business travel and out-of-pocket expenses reasonably incurred by Executive.

#### **4 CONFIDENTIAL: CONFIDENTIALITY NON-CIRCUMVENTION AND NON-COMPETE AGREEMENT**

- 4.1 The Company is concerned to protect its sensitive and confidential information, its property and reputation. The Company also has professional responsibilities and obligations to fulfil



to its clients and other business associates. This agreement records the terms of your appointment as CEO. In particular, please read carefully and sign the CONFIDENTIALITY NON-CIRCUMVENTION AND NON-COMPETE AGREEMENT Exhibit which is incorporated in to the provisions of this agreement. If you agree with and accept these terms of appointment, please sign and have witnessed the last page and initial the agreement at the foot of all other pages and return with your 'Consent to Act'.

4.2 In carrying out your duties under this agreement, you are expected to develop good professional relationships with existing and potential clients, investors, employees, lenders and regulators of the Company and to have knowledge of the business affairs and interests of those people. The Company is entitled to the benefit of such relationships and knowledge. The terms of this agreement provide that you may not exploit them for the benefit of any other person or company or for your benefit during and after the appointment.

4.3 Performance and Good Faith: You must use your best endeavors to promote and enhance the business interests of the Company and must not intentionally do anything that is reasonably likely to be harmful to the Company's business. In performing your duties under this agreement, you must not:

- Have any business, professional or employment conflict of interest between you and the Company unless you have at the earliest opportunity declared all the facts establishing the conflict of interest to the Chairman / CEO and obtained the Company's consent in writing to the existence of that conflict;
- Divulge any information (confidential or otherwise) about the identity of the Company's clients, associates, business partners, investors or employees or any other information about the business affairs or trade secrets of the Company in circumstances in which it could be expected to harm the Company's interests.

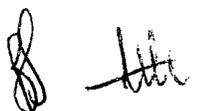
4.4 Codes of Conduct: the Executive is expected to observe the highest standards of ethics, integrity and behaviour during the course of their appointment.

The standards expected include:

- Compliance with all company policies, procedures and rules, regulations and contracts;
- Compliance with all reasonable and legal instructions;
- To be honest and fair and to act within the law in dealings with customers, clients, colleagues, all levels of management, investors and the general public;
- Observing health and safety requirements;
- To respect the company's ownership of all company funds, equipment, supplies, books, records and property;
- To maintain during appointment with the company and after the termination of appointment, the confidentiality of any confidential information;
- To not make unauthorised statements to the media about the Company's business (requests for media statements should be referred to the Managing Director);

## 5. NOTICES

Any notices required or permitted to be given hereunder shall be sufficient,

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

All notices, demands, requests and other communications under this Agreement shall be in writing, shall be considered to have been given and received if delivered by certified mail return receipt requested, postage prepaid, or by overnight courier to the following addresses:

If to EMPLOYER: CanTex Energy Corp. of address  
CanTex Energy Corp. ("CanTex or "Employer") a Nevada corporation with office of address  
**SUITE #500**  
**ADDRESS: 13604 Midway Road**  
**(name) Dallas, Texas 75244**

**Tel: 405.601.9745**

If to EXECUTIVE:  
Bruce Scambler (hereinafter the "Executive") of address  
**6420 N. Hillcrest Ave**  
**Oklahoma City**  
**Oklahoma,**  
**OK 73116 USA**

6. **COMPLIANCE WITH SECURITIES LAWS.**

Executive is empowered as an officer to raise Financing for CanTex Energy Corp. and will do so in compliance with securities laws.

7. **GOVERNING LAW.**

This Executive Employment Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under and in accordance with the laws of the State of Oklahoma.

8. **ENTIRE AGREEMENT.**

All prior employment understandings and employment agreements of the parties are merged in this Agreement, which fully and completely expresses the Executive Employment Agreement of the parties with respect to the engagement of the Executive. Any and all prior employment agreements, whether written or oral, are hereby superseded and extinguished, with the exception of the Confidentiality executed per Exhibit. This Executive Employment Agreement shall not be modified except by a written instrument signed by the parties hereto,

9. **SUCCESSORS.**

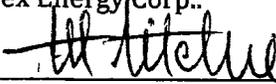
This Executive Employment Agreement shall be binding upon and inure to the benefit of the parties hereto and any successors to the business of CanTex Energy Corp., but this Executive Employment Agreement shall not be assignable by the Executive, with the exception of any Commission payments due now or in the future to the Executive. CanTex Energy Corp. shall continue to pay to the Executive's Beneficiary the Commission payments described herein throughout the balance of this agreement.

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



**"EMPLOYER "**

CanTex Energy Corp.

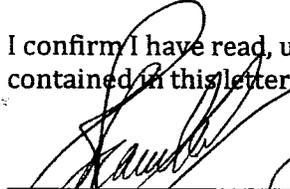


Date 5th January 2010

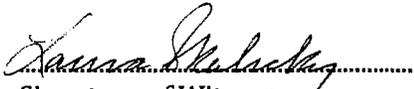
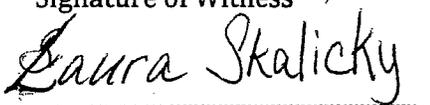
Signed for and on behalf of the Company

James Ritchie  
CFO & Director

I confirm I have read, understood and accept the terms of appointment with the Company contained in this letter of offer:

  
Signature of \_\_\_\_\_  
Date: 

In the presence of:

  
Signature of Witness  
  
Name of Witness (Print)

Date:



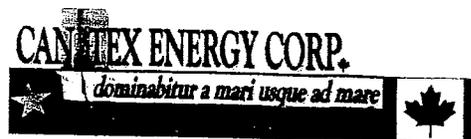


EXHIBIT TO EXECUTIVE EMPLOYMENT AGREEMENT

**WORK DESCRIPTION:  
CHIEF EXECUTIVE OFFICER  
CANTEX ENERGY CORP.**

**The Purpose of Your Appointment**

- ❖ To contribute to the Company and obtain a higher level of governance within the Group and subsidiary companies
- ❖ To implement the strategic goals and objectives of the organization
- ❖ Act as Chairman of the Board and in the chair, enable the Board to fulfill its governance function
- ❖ To give direction and leadership toward the achievement of the organization's philosophy, mission, strategy, and its annual goals and objectives
- ❖ Board Administration and Support
  - Keep Directors informed and provide reports to the Board of Directors
  - Supports operations and administration of Board by advising and informing Board members, interfacing between Board and staff, and supporting peer review and any Board's evaluation of chief executive
- ❖ Financing - Oversees financing planning and implementation, including identifying resource requirements, researching funding sources, establishing strategies to approach funders, submitting proposals and administrating fundraising records and documentation
- ❖ Product and Service Delivery -- Oversees design, marketing, promotion, delivery and quality of programs, products and services
- ❖ Financial, Tax, Risk and Facilities Management -- Recommends yearly budget for Board approval and prudently manages organization's resources within those budget guidelines according to current laws and regulations
- ❖ Human Resource Management -- Effectively manages the human resources of the organization according to authorized personnel policies and procedures that fully conform to current laws and regulations
- ❖ Community and Public Relations -- Assures the organization and its mission, programs, products and services are consistently presented in strong, positive image to relevant stakeholders

**Responsibilities:**

- ❖ Provide leadership to position the company at the forefront of the industry. Develop a strategic plan to advance the company's mission and objectives and to promote revenue, profitability and growth as an organization. Oversee company operations to insure production efficiency, quality, service, and cost-effective management of resources.
- ❖ Develop a strategic plan to advance the company's mission and objectives and to promote revenue, profitability, and growth as an organization.
- ❖ Oversee company operations to insure production efficiency, quality, service, and cost-effective management of resources.
- ❖ Plan, develop, and implement strategies for generating resources and/or revenues for the company.

A handwritten signature in black ink, appearing to be "P. H.", is located in the bottom right corner of the page.

- ❖ Identify acquisition and merger opportunities and direct implementation activities.
- ❖ Approve company operational procedures, policies, and standards.
- ❖ Review activity reports and financial statements to determine progress and status in attaining objectives and revise objectives and plans in accordance with current conditions.
- ❖ Evaluate performance of executives for compliance with established policies and objectives of the company and contributions in attaining objectives.
- ❖ Promote the company through written articles and personal appearances at conferences and on radio and TV.
- ❖ Represent the company at legislative sessions, committee meetings, and at formal functions.
- ❖ Promote the company to local, regional, national, and international constituencies.
- ❖ Build a network using personal contacts, direct mail, special events, and foundation support.
- ❖ Present company report at Annual Stockholder and Board of Director meetings.
- ❖ Direct company planning and policy-making committees.
- ❖ Oversee foreign operations to include evaluating operating and financial performance.
- ❖ Other duties as assigned.

#### KNOWLEDGE AND SKILL REQUIREMENTS

- ❖ Experience in strategic planning and execution.
- ❖ Knowledge of contracting, negotiating, and change management.
- ❖ Knowledge of Oversees foreign operations
- ❖ Skill in examining and re-engineering operations and procedures.
- ❖ Experience in formulating policy, and developing and implementing new strategies and procedures.
- ❖ Ability to develop financial plans and manage resources.
- ❖ Ability to analyze and interpret financial data.
- ❖ Knowledge of public relations principles and practices.
- ❖ Knowledge of communication and public relation techniques.
- ❖ Ability to develop and deliver presentations.
- ❖ Ability to identify and secure funding/revenue sources.
- ❖ Work requires professional written and verbal communication and interpersonal skills.
- ❖ Ability to communicate and interact with officials at all levels of government and to work effectively with a wide range of constituencies in a diverse community.
- ❖ Ability to motivate teams and simultaneously manage several projects.
- ❖ Willingness to work a flexible schedule and travel.







1 A. No.

2 Q. Have you ever heard that Mr. Scambler's working with  
3 an Australian company?

4 A. No.

5 Q. Did you know if Cantex -- or how did you learn of  
6 Cantex?

7 A. Through my brother.

8 Q. And who's your brother?

9 A. Gary Bryant.

10 Q. Okay. And why was he aware of Cantex?

11 A. He's an investment banker and he knows of numerous  
12 companies.

13 Q. Okay. Does he know the principals of Cantex?

14 A. Yes.

15 Q. Who would that be?

16 A. Trace Moran.

17 Q. What is Trace Moran's position with Cantex?

18 A. He's on the board of directors, I believe he's still  
19 the chief operating officer.

1 A. Well, they have leases in south Texas.

2 Q. Oil and gas leases?

3 A. Yes.

4 Q. Other than oil and gas leases, are you aware of any  
5 other operations of Cantex?

6 A. No.

7 Q. Does Cantex own any part of Bedford?

8 A. No.

9 Q. Do you consider Bedford Energy to be a project of  
10 Cantex?

11 A. No.

12 Q. Does -- have you met Trace Moran?

13 A. Yes.

14 Q. Do you know him well?

15 A. No.

16 Q. Have you met -- how many times have you met him?

17 A. Once.

18 Q. Where did you meet him?

19 A. San Antonio.

20 Q. When?

21 A. Maybe middle of last year.

22 Q. At that time, what was his position with Cantex?

23 A. He was president and chairman.

24 Q. Would it be fair to say that he ran the company?

25 A. Yes.



---

**Cantex Energy Corp**  
(a Nevada corporation)

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**STATEMENT OF UNANIMOUS CONSENT**  
**OF**  
**BOARD OF DIRECTORS**

---

**August 2010**

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This STATEMENT OF UNANIMOUS CONSENT OF BOARD OF DIRECTORS when executed by the Directors of the Corporation will become effective as of the 12<sup>th</sup> 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

EXHIBIT 4  
PAGE      OF

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**

**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 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

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

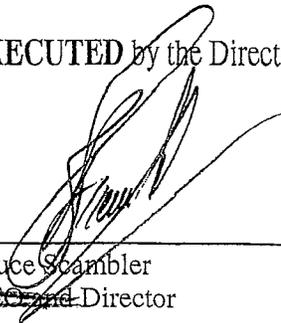
8,000,000 shares of Common Stock to Trace Edward Maurin. 2805 Split Rock circle, Bulverde TX 78163

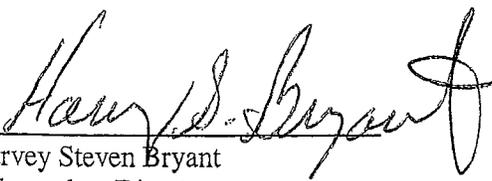
**FURTHER RESOLVED**, that the President and Secretary shall be and he is directed to execute, in the Corporation's name and place, such releases and termination documents evidencing and confirming the each such and the obligations, if any other documents to effectuate and carry out this action.

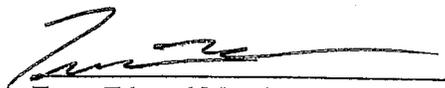
#### **COUNTERPARTS**

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

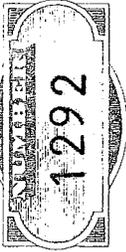
  
\_\_\_\_\_  
Trace Edward Maurin  
Director





NOT VALID UNLESS COUNTERSIGNED BY TRANSFER AGENT  
INCORPORATED UNDER THE LAWS OF THE STATE OF NEVADA

1 292



# CANTEX ENERGY CORPORATION

AUTHORIZED COMMON STOCK: 200,000,000 SHARES  
PAR VALUE: \$0.0001

RULE 144

THIS CERTIFIES THAT KAILY A. BALL

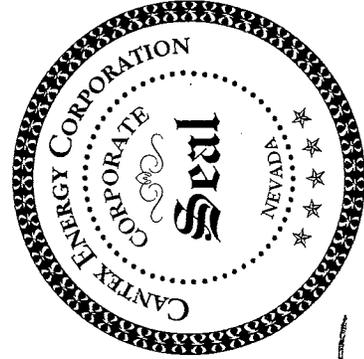
IS THE RECORD HOLDER OF  
FORTY THOUSAND

Shares of CANTEX ENERGY CORPORATION Common Stock

transferable on the books of the Corporation in person or by duly authorized attorney upon surrender  
of this Certificate properly endorsed. This Certificate is not valid until countersigned by the  
Transfer Agent and registered by the Registrar

Witness the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers

Dated: 08-20-2010



*[Handwritten Signature]*  
BY

*[Handwritten Signature]*  
PRESIDENT

NOTICE: Signature must be guaranteed by a firm which is a member of a registered national stock exchange, or by a bank (other than a savings bank), or a trust company. The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM — as tenants in common  
TEN ENT — as tenants by the entireties  
JT TEN — as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT — Custodian  
(Cust) (Minor)  
under Uniform Gifts to Minors  
Act.....  
(State)

Additional abbreviations may also be used though not in the above list.

For Value Received, Kaily Ball hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

626-34-0046

Kaily A. Ball

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OR ASSIGNEE)

PO Box 7452

Edmond, OK 73083

forty thousand (40,000)

Shares of the capital stock represented by the within certificate, and do hereby irrevocably constitute and appoint

Harvey Bryant

Attorney

to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated 10/12/10

Kaily Ball  
NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

*[Faint, illegible text and markings]*

The shares of stock represented by this certificate have not been registered under the Securities Act of 1933, as amended and may not be sold or otherwise transferred unless a compliance with the registration provisions of such Act has been made or unless availability of an exemption from such registration provision has been established or unless sold pursuant to Rule 144 under the Securities Act of 1933\* to the satisfaction of the issuer of the stock, in its sole discretion, which may require a written opinion of legal counsel satisfactory to the issuer of the stock / that removal of this restrictive legend is in all manner proper and in compliance with the requirements of the Act



January 31, 2011

To: Board of Directors  
Cantex Energy Corp.  
6301 Waterford Blvd., Suite 403  
Oklahoma City, OK 73118

Attn: Bruce Scambler  
Chairman of Board

Due to recent family issues, I hereby resign as President and Secretary of Cantex Energy Corp, effective January 31, 2011.

I will, however, remain as a member of the Board of Directors. I will continue to encourage and promote the growth of Cantex.

Sincerely,

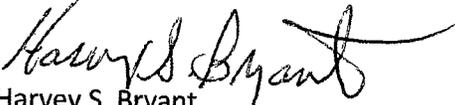
  
Harvey S. Bryant

EXHIBIT 6  
PAGE      OF



*File Copy*

January 3, 2011

Jessica Wong  
Transfer Online, Inc.  
317 SW Alder Street, 2<sup>nd</sup> Floor  
Portland, OR 97204  
503-227-2950

Dear Ms. Wong;

In accordance with the corporate resolution of CanTex Energy Corp., a copy of said resolution is attached, please issue three million (3,000,000) shares of restricted, rule 144 common stock as follows:

1 x 1,500,000 shares	Watson Goepel Maledy LLP 1700 1075 West Georgia St. Vancouver BC CA V6E-3C9
----------------------	---

1 x 1,500,000 shares	Gary S. Berar 9600 NO 6RD Richmond BC V6W-1E4 TAX ID #721-197-648 604-880-3100
----------------------	--

Also enclosed is a check in the amount of \$ 50.00 to cover the cost of these certificates. Please return these certificates via the enclosed overnight delivery slip to Harvey S. Bryant, 6301 Waterford Blvd., Suite 403, Oklahoma City, OK 73118.

Your prompt attention is appreciated.

Sincerely,

RECEIVED  
JAN 03 2011  
7

Harvey S. Bryant  
President and Secretary  
CanTex Energy Corp.  
6301 Waterford Blvd., Suite 403  
Oklahoma City, OK 73118  
405-323-7799



September

9/8/2010	Share Draft # 4076	BJS consulting wks 1-2	\$	(3,750.00)	\$	(96,794.07)
9/10/2010	Share Draft # 4024		\$	(375.00)	\$	(97,169.07)
	W/D DRFT # 4078 AT&T SERVICES DA					
9/13/2010	CHECK PYMT 091310 100912 PAYMENT	Bruce Consulting Fees wks 3-4				
	PURCHASE 09-10-10 SECRETARY OF STATE					
9/13/2010	405-5224567 OK 85431	CanTex Foreign Registration	\$	(312.00)	\$	(100,919.07)
	PURCHASE 09-13-10 DELTA AIR					
9/14/2010	0067920513 ATLANTA GA 463170	CanTex Flights to Canada	\$	(792.38)	\$	(102,023.45)
9/14/2010	PURCHASE 09-13-10 Expedia	CanTex Booking Canada	\$	(375.10)	\$	(102,398.55)
	PURCHASE 09-14-10					
	EXPEDIA *133932387263 800-367-3476 NV					
9/14/2010	422338	CanTex Booking Canada	\$	(223.00)	\$	(102,621.55)
	W/D DRFT # 4079 AT&T SERVICES					
9/14/2010	CHECKPAYMT 091310 091310	CanTex Tel	\$	(37.79)	\$	(102,659.34)
9/15/2010	Share Draft # 4082	CanTex salaries Paid	\$	(7,289.84)	\$	(109,949.18)
9/16/2010	Share Draft # 4087	Telephone Internet	\$	(59.48)	\$	(110,008.66)
9/16/2010	Share Draft # 4088	Telephone Internet	\$	(77.36)	\$	(110,086.02)
9/16/2010	Share Draft # 4086	O Fees K Ball	\$	(174.00)	\$	(110,260.02)
9/16/2010	Share Draft # 4085	Telephone Internet TV Office	\$	(318.31)	\$	(110,578.33)
9/20/2010	Share Draft # 4084	TK Stanley Bedford bill	\$	(500.00)	\$	(111,078.33)
	PURCHASE 09-19-10 SHELL OIL					
9/20/2010	57442706206 OKLAHOMA CITYOK 724699	Truck costs Gas	\$	(67.83)	\$	(111,146.16)
9/20/2010	FEE WF750 wire fee		\$	(7.50)	\$	(111,153.66)
	PURCHASE 09-19-10 FEDEX OFFICE #4203					
9/20/2010	OKLAHOMA CITYOK 197825	Warren Packs	\$	(1.17)	\$	(111,154.83)
	PURCHASE 09-19-10 FEDEX OFFICE #4203					
9/20/2010	OKLAHOMA CITYOK 203498	Warren Packs	\$	(143.86)	\$	(111,298.69)
	PURCHASE 09-17-10 SHELL OIL					
9/20/2010	57442706206 OKLAHOMA CITYOK 292510	Truck costs Gas	\$	(55.21)	\$	(111,353.90)
9/22/2010	Share Draft # 4094	CanTex fundiong	\$	(1,500.00)	\$	(112,853.90)
9/23/2010	Share Draft # 4093	Harvey Bryant Consulting	\$	(5,000.00)	\$	(117,853.90)
	PURCHASE 09-22-10 DELTA AIR					
9/23/2010	0062923007 OKLAHOMA CITYOK 656933	CanTex Flights to Canada	\$	(50.00)	\$	(117,903.90)
	PURCHASE 09-22-10 DELTA AIR					
9/23/2010	0068225571 OKLAHOMA CITYOK 220076	CanTex Flights to Canada	\$	(25.00)	\$	(117,928.90)
	PURCHASE 09-22-10 SECRETARY OF STATE					
9/23/2010	405-5224567 OK 847695	Bedfor	\$	(33.28)	\$	(117,962.18)
	PURCHASE 09-21-10 UNITED AIR					
9/24/2010	0162113916 E-TKT MI 422996	CanTex Flights to Canada	\$	(150.00)	\$	(118,112.18)

Statement for MBR #; 5631290 - 09-30-2010

900.00- 110,400.40  
MERCHANT SALES DRAFT  
295.68- 110,104.72

003642

CITY CIGAR EMPORIUM VANCOVER BC

MERCHANT SALES DRAFT  
25.37- 110,079.35

003641

CITY CIGAR EMPORIUM VANCOVER BC

MERCHANT SALES DRAFT  
312.51- 109,766.84

086507

MOXIES GRILL RICHMOND BC

MERCHANT SALES DRAFT  
21.34- 109,745.50

086582

MOXIES CLASSIC GRILL RICHMOND BC

*Canada*

616.50- 117,346.25

MERCHANT SALES DRAFT  
305.85- 117,040.40

269271457147

SANDMAN HOTELS #1-43 RICHMOND BC

*Canada*

SHARE DRAFT 4098  
800.00- 114,240.40

SHARE DRAFT 4090  
270.00- 113,970.40

WITHDRAWAL-DRAFT 4097  
170.00- 113,800.40

PASSPORT NATIONL PAYMENT 092810 100927 ACH TRANSACTION

SHARE DRAFT 4100  
500.00- 113,300.40 ♀

0005631290 09-30-10

3 OK731160000 104553 E  
Green Oil Operating LLC  
Bruce John Scambler  
6420 N. Hillcrest Ave  
Oklahoma City OK 73116

SHARE DRAFT 4096