

**IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED**

AND IN THE MATTER OF BRUTE FORCE OIL FIELD HAULING INC.

**AFFIDAVIT
(Re Whitemud Heights Project)**

I, Barry Watson, of the City of Portage la Prairie, in the Province of Manitoba, **MAKE OATH AND SAY THAT:**

1. I am the Chief Financial Officer of Brute Force Oil Field Hauling Inc. (the "**Applicant**") and as such have personal knowledge of the matters herein deposed to, except where stated to be based on information, in which case I believe the same to be true.
2. Capitalized terms not otherwise defined in this Affidavit shall have the meanings ascribed to them in my Affidavit sworn in the within proceedings on November 10, 2009.

Relief Sought

3. On this application, the Applicant seeks relief against:
 - (a) Saddle Hills (which relief was set out in the Applicant's Notice of Motion, filed November 12, 2009, and adjourned by the Order of Madam Justice K.M. Eidsvik on November 13, 2009); and
 - (b) 1324206 Alberta Ltd. ("**132 Alberta**"), Ridge Development Corp. ("**Ridge**") and Skyrider Developments Ltd. ("**Skyrider**", or , when reference is being made to 132 Alberta, Ridge and Skyrider collectively, the "**Whitemud Heights Debtors**").
4. Each of these parties is indebted to the Applicant for work performed or materials supplied by the Applicant. The Applicant seeks declarations of indebtedness with respect to these parties for the purposes of assisting with the Restructuring.

The Whitemud Heights Indebtedness

5. 132 Alberta and the Applicant are party to two agreements, each dated May 20, 2009 (collectively, the “**132 Alberta Agreements**”) pertaining to a residential development in Edmonton, Alberta (the “**Whitemud Heights Project**”). Pursuant to the 132 Alberta Agreements, the Applicant performed construction work on the Whitemud Heights Project for the total fixed sum price of \$440,000, plus Goods and Services Tax (“**GST**”). Attached and marked collectively as Exhibit “A” are copies of the 132 Alberta Agreements.
6. Ridge, Skyrider and the Applicant are party to an agreement, also dated May 20, 2009 pertaining to the Whitemud Heights Project (the “**Ridge/Skyrider Agreement**”). Pursuant to the Ridge/Skyrider Agreement, the Applicant performed construction work on the Whitemud Heights Project for the fixed sum price of \$440,000, plus GST. Attached hereto and marked as Exhibit “B” is a copy of the Ridge/Skyrider Agreement.
7. Each of the Whitemud Heights Debtors was obligated to pay the identical fixed sum price of \$440,000, plus GST, to the Applicant for the same work performed on the Whitemud Heights Project. The Applicant periodically invoiced either 132 Alberta, Ridge and/or Skyrider for work performed by the Applicant on the Whitemud Heights Project.
8. I am advised by Mr. Evenson that the Applicant completed its work on the Whitemud Heights Project on or about July 15, 2009.
9. On July 15, 2009, the Applicant submitted Invoice Number 2082, in the sum of \$440,000 plus \$22,000 in GST, to Ridge and Skyrider for payment (the “**Outstanding Ridge/Skyrider Invoice**”). The Outstanding Ridge/Skyrider Invoice was inadvertently dated April 15, 2009. Attached and marked as Exhibit “C” is a copy of the Ridge/Skyrider Invoice.
10. Pursuant to the terms of the Ridge/Skyrider Agreement, Ridge or Skyrider was obligated to pay the Outstanding Ridge/Skyrider Invoice on or before September 15, 2009. Neither Ridge nor Skyrider have paid the Outstanding Ridge/Skyrider Invoice.

11. On July 15, 2009, the Applicant submitted Invoice Number 2103 in the sum of \$179,250 and Invoice Number 2104 in the sum of \$162,750 to 132 Alberta for payment (collectively, the “**Outstanding 132 Alberta Invoices**”). 132 Alberta had previously paid the sum of \$120,000 to the Applicant for work performed on the Whitemud Heights Project, which sum was credited to 132 Alberta on Invoice Number 2103. Attached and marked collectively as Exhibit “D” are copies of the Outstanding 132 Alberta Invoices.
12. Pursuant to the terms of the 132 Alberta Agreements, 132 Alberta was obligated to pay the Outstanding 132 Alberta Invoices on or before September 15, 2009. 132 Alberta has not paid the Outstanding 132 Alberta Invoices.
13. Pursuant to the 132 Alberta Agreements and the Ridge/Skyrider Agreement, the Whitemud Heights Debtors are indebted to the Applicant in the sum of \$342,000.
14. All of the other persons to whom the Applicant owed money for work provided or materials furnished in respect of the Whitemud Heights Project have been paid in full by the Applicant.
15. There was no construction, labour and material or performance bond on the Whitemud Project and there was no certificate of substantial performance issued on the Whitemud Heights Project.
16. The Whitemud Heights Project was constructed on Enoch Cree Nation reserve lands (the “**Enoch Cree Lands**”). I am advised by Mr. Evenson that the Applicant had previously attempted to file a lien against the Enoch Cree Lands pursuant to the BLA and was advised by representatives at the Land Titles Office that it was not possible to file a lien against the Enoch Cree Lands because they are Enoch Cree Nation reserve lands.

3 Alberta ^{Town} SWORN BEFORE ME at the City of)
Stony Plain, in the Province of)
Manitoba, this 17th day of November,)
2009.)

_____)
A Commissioner of Oaths in and for the)
Province of Alberta)

ALASTAIR G.M. GRANT
Commissioner for Oaths /
Notary Public

_____)
Barry Watson)

This is Exhibit " A " referred to in the Affidavit of

Barry Watson

Sworn before me this 17 day of Nov, A.D. 2009

Whitemud Heights
1324206 Alberta Ltd.



70 Diamond Avenue, Box 4172
Spruce Grove, AB
T7X 3B4

A Notary Public/Commissioner for Oaths
in and for the Province of Alberta

ALASTAIR G.M. GRANT
Commissioner for Oaths /
Notary Public

This Construction Contract ("Contract") is entered into by Brute Force Oilfield Hauling Inc. ("Contractor ") and 1324206 Alberta Ltd. ("Owner"), whose residence address is #108, 5013-48 Street, Stony Plain, AB T7Z 1L8, whose contact phone number is (780) 963-4033, and whose project address ("Project") is _____

The Owner and the Contractor agree as set forth below:

1. DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED:

Contractor will furnish all labor, materials, equipment, supervision, and contract administration to complete in a good and workmanlike manner, the following improvements to the Project:

- installation of access road

These alterations are described as needed more fully in attached drawings and specifications prepared by Prism Engineering.

2. EXCEPTIONS: Contractor's scope of work under this Contract does not include any of the following items:

3. START AND COMPLETION OF WORK: The work to be performed under this contract shall commence on approximately April 15, 2009 as long as any required building permits are received and any agreed upon funds are paid to Contractor. The Contractor shall use his/her best efforts to complete said work of improvement by July 15, 2009 subject to permissible delays as defined in this Contract.

4. THE CONTRACT PRICE: Owner shall pay Contractor the fixed sum of \$155,000.00 (the "Contract Price") for the work to be performed under this Contract, subject to additions and deductions pursuant to change orders agreed upon in writing by the parties, and subject to "allowances" as provided in this Paragraph 4.

The Contract Price may include allowances for certain materials, finishes, fixtures and/or other items which have not yet been selected or decided by Owner. Allowances are specific dollar amounts which Contractor has allocated for the purchase of the materials, finishes, fixtures and/or other items to be selected. These allowances include all overhead and profit, plus all applicable sales taxes. If the final cost of any item covered by an allowance is greater or less than the specified allowance, the Contract Price will be increased or decreased accordingly by a written change order to be issued by Contractor. The allowances for the Project agreed to by Owner and Contractor are specified under "Allowances" on Attachment "B" to this Contract.

5. PERMITS AND TESTS: Unless otherwise agreed to in writing by both parties, the Owner shall procure the necessary permits for the work. Owner shall pay the governmental fees and charges for said permits. If any tests or inspections are required by the plans and specifications or by the orders of any public authority having jurisdiction, Owner agrees to procure said tests and inspections and to pay all costs and fees associated with them.

6. SUBCONTRACTS: All portions of the work that Contractor's employees cannot perform directly shall be performed under subcontracts. Unless Owner has agreed in advance in writing, all subcontracts shall be on a fixed price basis.

7. PAYMENT: The Contract Price shall be paid in progress payments, which do not include finance charges of any kind. All payments will be made within 60 days after billing.

8. RIGHT TO STOP WORK: Contractor shall have the right to stop work if any payment, including any payment for extra work, is not made to Contractor as agreed in this Contract. If any payment required under this Contract is not made when due, Contractor may keep the Project idle until such time as all payments due have been made.

9. PERMISSIBLE DELAYS: Contractor shall be excused from any delay in the completion of the work to be performed under this Contract caused by acts of God, inclement weather, acts or omissions of Owner or of Owner's agents, employees or independent contractors, material shortages, strikes or other labor troubles, acts of public utilities, acts of public bodies or inspectors (unless related to defects in Contractor's performance), extra work, changes requested by Owner, failure by Owner to make payments promptly, or other circumstances or contingencies unforeseen by Contractor and beyond Contractor's reasonable control.

12. EXTRA WORK AND CHANGE ORDERS: If Owner or his agents or any public body or inspector directs any modification or addition to the work covered by this Contract, the Contract Price and time of performance shall be adjusted accordingly. Payments for extra work shall be made as the work progresses, concurrently with progress payments. Work or expenses necessitated as a result of Contractor encountering conditions at the Project site which (a) are subsurface or otherwise concealed conditions which differ materially from those indicated in the plans and specifications, or (b) are unusual and differ materially from those ordinarily encountered on construction activities of the kind described in the plans and specifications, shall be deemed extra work and shall be paid for by Owner in accordance with this Paragraph 12.

Contractor shall not be required to perform any extra or change-order work without prior written authorization of Owner, but Contractor shall be entitled to be paid for extra work whether authorization is given in writing or not. Signed change orders shall be incorporated into and become a part of this Contract.

13. RELEASE OF MECHANICS' LIENS: Upon satisfactory payment being made for any portion of the work performed, Contractor shall, prior to any further payment being made, furnish to Owner a full and unconditional release from any claim or mechanic's lien, for that portion of the work for which payment has been made.

14. OWNER INDEMNIFICATION: The Contractor hereby agrees to hold the Owner harmless and to indemnify the Owner against any and all claims which may arise during the course of the work as a consequence of the negligent acts or deliberate omissions of the Contractor, its agents or employees.

15. CONTRACTOR INDEMNIFICATION: The Owner hereby agrees to hold the Contractor harmless and to indemnify the Contractor against any and all claims which may arise during the course of the work as a consequence of the negligent acts or deliberate omissions of the Owner, its agents or employees.

16. ATTORNEY'S FEES: In the event any arbitration or any action at law or in equity shall be brought on account of any breach of this Contract, or to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, which shall be fixed by the tribunal or court and be made a part of any award or judgment rendered.

17. ACKNOWLEDGMENT: Owner is entitled to a completely filled in copy of this agreement, signed by both the Owner and the Contractor, before any work may be started. Owner acknowledges receipt of a complete, signed and legible copy of this Contract: [_____]

18. COMPLETE AGREEMENT: This Contract constitutes the entire agreement between the parties. There are no other agreements, oral or written, pertaining to the work to be performed under this Contract. This Contract can be modified only by an agreement in writing signed by the parties

.....
Owner

Brote Force Oilfield Hauling Inc.
Contractor

.....
Owner Signature


Contractor Signature

Date:

Date: May 20, 2009

Whitemud Heights
1324206 Alberta Ltd.



70 Diamond Avenue, Box 4172
Spruce Grove, AB
T7X 3B4

This Construction Contract ("Contract") is entered into by Brute Force Oilfield Hauling Inc. ("Contractor ") and 1324206 Alberta Ltd. ("Owner"), whose residence address is #108, 5013-48 Street, Stony Plain, AB T7Z 1L8, whose contact phone number is (780) 963-4033, and whose project address ("Project") is _____.

The Owner and the Contractor agree as set forth below:

1. DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED:

Contractor will furnish all labor, materials, equipment, supervision, and contract administration to complete in a good and workmanlike manner, the following improvements to the Project:

- Base Course
- Sub Grade Prep
- Rough Grading of Site
- Road Construction
- Asphalt installation

These alterations are described as needed more fully in attached drawings and specifications prepared by Prism Engineering.

2. EXCEPTIONS: Contractor's scope of work under this Contract does not include any of the following items:

3. START AND COMPLETION OF WORK: The work to be performed under this contract shall commence on approximately April 15, 2009 as long as any required building permits are received and any agreed upon funds are paid to Contractor. The Contractor shall use his/her best efforts to complete said work of improvement by July 15, 2009 subject to permissible delays as defined in this Contract.

4. THE CONTRACT PRICE: Owner shall pay Contractor the fixed sum of \$285,000.00 (the "Contract Price") for the work to be performed under this Contract, subject to additions and deductions pursuant to change orders agreed upon in writing by the parties, and subject to "allowances" as provided in this Paragraph 4.

The Contract Price may include allowances for certain materials, finishes, fixtures and/or other items which have not yet been selected or decided by Owner. Allowances are specific dollar amounts which Contractor has allocated for the purchase of the materials, finishes, fixtures and/or other items to be selected. These allowances include all overhead and profit, plus all applicable sales taxes. If the final cost of any item covered by an allowance is greater or less than the

specified allowance, the Contract Price will be increased or decreased accordingly by a written change order to be issued by Contractor. The allowances for the Project agreed to by Owner and Contractor are specified under "Allowances" on Attachment "B" to this Contract.

5. **PERMITS AND TESTS:** Unless otherwise agreed to in writing by both parties, the Owner shall procure the necessary permits for the work. Owner shall pay the governmental fees and charges for said permits, if any tests or inspections are required by the plans and specifications or by the orders of any public authority having jurisdiction, Owner agrees to procure said tests and inspections and to pay all costs and fees associated with them.

6. **SUBCONTRACTS:** All portions of the work that Contractor's employees cannot perform directly shall be performed under subcontracts. Unless Owner has agreed in advance in writing, all subcontracts shall be on a fixed price basis.

7. **PAYMENT:** The Contract Price shall be paid in progress payments, which do not include finance charges of any kind. All payments will be made within 60 days after billing.

8. **RIGHT TO STOP WORK:** Contractor shall have the right to stop work if any payment, including any payment for extra work, is not made to Contractor as agreed in this Contract. If any payment required under this Contract is not made when due, Contractor may keep the Project idle until such time as all payments due have been made.

9. **PERMISSIBLE DELAYS:** Contractor shall be excused from any delay in the completion of the work to be performed under this Contract caused by acts of God, inclement weather, acts or omissions of Owner or of Owner's agents, employees or independent contractors, material shortages, strikes or other labor troubles, acts of public utilities, acts of public bodies or inspectors (unless related to defects in Contractor's performance), extra work, changes requested by Owner, failure by Owner to make payments promptly, or other circumstances or contingencies unforeseen by Contractor and beyond Contractor's reasonable control.

12. **EXTRA WORK AND CHANGE ORDERS:** If Owner or his agents or any public body or inspector directs any modification or addition to the work covered by this Contract, the Contract Price and time of performance shall be adjusted accordingly. Payments for extra work shall be made as the work progresses, concurrently with progress payments. Work or expenses necessitated as a result of Contractor encountering conditions at the Project site which (a) are subsurface or otherwise concealed conditions which differ materially from those indicated in the plans and specifications, or (b) are unusual and differ materially from those ordinarily encountered on construction activities of the kind described in the plans and specifications, shall be deemed extra work and shall be paid for by Owner in accordance with this Paragraph 12.

Contractor shall not be required to perform any extra or change-order work without prior written authorization of Owner, but Contractor shall be entitled to be paid for extra work whether authorization is given in writing or not. Signed change orders shall be incorporated into and become a part of this Contract.

13. **RELEASE OF MECHANICS' LIENS:** Upon satisfactory payment being made for any portion of the work performed, Contractor shall, prior to any further payment being made, furnish to Owner a full and unconditional release from any claim or mechanic's lien, for that portion of the work for which payment has been made.

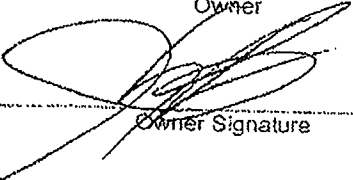
14. **OWNER INDEMNIFICATION:** The Contractor hereby agrees to hold the Owner harmless and to indemnify the Owner against any and all claims which may arise during the course of the work as a consequence of the negligent acts or deliberate omissions of the Contractor, its agents or employees.

15. **CONTRACTOR INDEMNIFICATION:** The Owner hereby agrees to hold the Contractor harmless and to indemnify the Contractor against any and all claims which may arise during the course of the work as a consequence of the negligent acts or deliberate omissions of the Owner, its agents or employees.

16. **ATTORNEY'S FEES:** In the event any arbitration or any action at law or in equity shall be brought on account of any breach of this Contract, or to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, which shall be fixed by the tribunal or court and be made a part of any award or judgment rendered.

17. ACKNOWLEDGMENT: Owner is entitled to a completely filled in copy of this agreement, signed by both the Owner and the Contractor, before any work may be started. Owner acknowledges receipt of a complete, signed and legible copy of this Contract: [_____]

18. COMPLETE AGREEMENT: This Contract constitutes the entire agreement between the parties. There are no other agreements, oral or written, pertaining to the work to be performed under this Contract. This Contract can be modified only by an agreement in writing signed by the parties.

Owner


Owner Signature

Date: May 12, 2009

Bute Force Oilfield Hauling Inc.
Contractor



Contractor Signature

Date: May 10, 2009

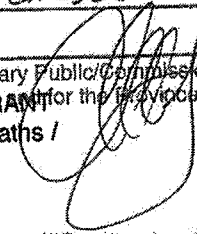
Whitemud Heights
Ridge Development Corp. and Skyrider Developments Ltd.



70 Diamond Avenue, Box 4172
Spruce Grove, AB
T7X 3B4

This is Exhibit " B " referred to in the
Affidavit of

Barry Watson
Sworn before me this 17 day
November, A.D. 200


A Notary Public/Commissioner for Oaths
for the Province of Alberta
ALASTAIR G.M. GRANT
Commissioner for Oaths /
Notary Public

This Construction Contract ("Contract") is entered into by Brute Force Oilfield Hauling Inc. ("Contractor") and Ridge Development Corp. and Skyrider Developments Ltd. ("Owner"), whose residence address is #108, 5013-48 Street, Stony Plain, AB T7Z 1L8, whose contact phone number is (780) 963-4033, and whose project address ("Project") is _____.

The Owner and the Contractor agree as set forth below:

1. DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED:

Contractor will furnish all labor, materials, equipment, supervision, and contract administration to complete in a good and workmanlike manner, the following improvements to the Project:

- Base Course
- Sub Grade Prep
- Rough Grading of Site – Pond Construction
- Road Construction
- Asphalt Installation

These alterations are described as needed more fully in attached drawings and specifications prepared by Prism Engineering,

2. EXCEPTIONS: Contractor's scope of work under this Contract does not include any of the following items:

3. START AND COMPLETION OF WORK: The work to be performed under this contract shall commence on approximately April 15, 2009 as long as any required building permits are received and any agreed upon funds are paid to Contractor. The Contractor shall use his/her best efforts to complete said work of improvement by July 15, 2009 subject to permissible delays as defined in this Contract.

4. THE CONTRACT PRICE: Owner shall pay Contractor the fixed sum of \$440,000.00 (the "Contract Price") for the work to be performed under this Contract, subject to additions and deductions pursuant to change orders agreed upon in writing by the parties, and subject to "allowances" as provided in this Paragraph 4.

The Contract Price may include allowances for certain materials, finishes, fixtures and/or other items which have not yet been selected or decided by Owner. Allowances are specific dollar amounts which Contractor has allocated for the purchase of the materials, finishes, fixtures and/or other items to be selected. These allowances include all overhead and profit, plus all applicable sales taxes. If the final cost of any item covered by an allowance is greater or less than the

specified allowance, the Contract Price will be increased or decreased accordingly by a written change order to be issued by Contractor. The allowances for the Project agreed to by Owner and Contractor are specified under "Allowances" on Attachment "B" to this Contract.

5. PERMITS AND TESTS: Unless otherwise agreed to in writing by both parties, the Owner shall procure the necessary permits for the work. Owner shall pay the governmental fees and charges for said permits. If any tests or inspections are required by the plans and specifications or by the orders of any public authority having jurisdiction, Owner agrees to procure said tests and inspections and to pay all costs and fees associated with them.

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9. PERMISSIBLE DELAYS: Contractor shall be excused from any delay in the completion of the work to be performed under this Contract caused by acts of God, inclement weather, acts or omissions of Owner or of Owner's agents, employees or independent contractors, material shortages, strikes or other labor troubles, acts of public utilities, acts of public bodies or inspectors (unless related to defects in Contractor's performance), extra work, changes requested by Owner, failure by Owner to make payments promptly, or other circumstances or contingencies unforeseen by Contractor and beyond Contractor's reasonable control.

12. EXTRA WORK AND CHANGE ORDERS: If Owner or his agents or any public body or inspector directs any modification or addition to the work covered by this Contract, the Contract Price and time of performance shall be adjusted accordingly. Payments for extra work shall be made as the work progresses, concurrently with progress payments. Work or expenses necessitated as a result of Contractor encountering conditions at the Project site which (a) are subsurface or otherwise concealed conditions which differ materially from those indicated in the plans and specifications, or (b) are unusual and differ materially from those ordinarily encountered on construction activities of the kind described in the plans and specifications, shall be deemed extra work and shall be paid for by Owner in accordance with this Paragraph 12.

Contractor shall not be required to perform any extra or change-order work without prior written authorization of Owner, but Contractor shall be entitled to be paid for extra work whether authorization is given in writing or not. Signed change orders shall be incorporated into and become a part of this Contract.

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14. OWNER INDEMNIFICATION: The Contractor hereby agrees to hold the Owner harmless and to indemnify the Owner against any and all claims which may arise during the course of the work as a consequence of the negligent acts or deliberate omissions of the Contractor, its agents or employees.

15. CONTRACTOR INDEMNIFICATION: The Owner hereby agrees to hold the Contractor harmless and to indemnify the Contractor against any and all claims which may arise during the course of the work as a consequence of the negligent acts or deliberate omissions of the Owner, its agents or employees.

16. ATTORNEY'S FEES: In the event any arbitration or any action at law or in equity shall be brought on account of any breach of this Contract, or to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, which shall be fixed by the tribunal or court and be made a part of any award or judgment rendered.

17. **ACKNOWLEDGMENT:** Owner is entitled to a completely filled in copy of this agreement, signed by both the Owner and the Contractor, before any work may be started. Owner acknowledges receipt of a complete, signed and legible copy of this Contract: [_____]

18. **COMPLETE AGREEMENT:** This Contract constitutes the entire agreement between the parties. There are no other agreements, oral or written, pertaining to the work to be performed under this Contract. This Contract can be modified only by an agreement in writing signed by the parties.

Owner
Owner Signature

Date: _____

Terry Evenson Bute Force Oilfield Contractor
Contractor and Hauling
Contractor Signature

Date: May 20, 2009



Brute Force Oil Field Hauling Inc.

P.O. Box 4172
70 Diamond Avenue
Spruce Grove, AB
T7X 3B4

Invoice

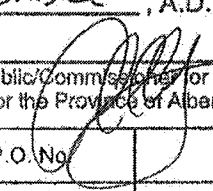
Date	Invoice #
15/04/2009	2082

Invoice To
Whitemud Heights Ridge Development Corp #108. 5013 - 48 Street Stony Plain, AB T7Z 1L8

This is Exhibit " C " referred to in the Affidavit of

Barry Watson

Sworn before me this 17 day of November, A.D. 2 009


ALASTAIR G.M. GRANT
Commissioner for Oaths /
Notary Public

P.O. No.	Terms
	30 DAYS

Description	Qty	Rate	Amount
BILLING OF BASE COURSE, SUB GRADE PREP, ROUGH GRADING OF SITE-POND CONSTRUCTION, ROAD CONSTRUCTION & ASPHALT INSTALLATION GST On Sales	1	440,000.00	440,000.00
		5.00%	22,000.00
Total			\$462,000.00
Payments/Credits			\$0.00
Balance Due			\$462,000.00

GST/HST No. 849436928



Brute Force Oil Field Hauling Inc.
 P.O. Box 4172
 70 Diamond Avenue
 Spruce Grove, AB
 T7X 3B4

Barry Watson
 Sworn before me this 17 day of
November, A.D. 2009

Invoice

[Signature]
 A Notary Public/Commissioner for Oaths
 in and for the Province of Alberta

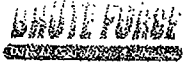
Date	Invoice #
15/07/2009	2103

ALASTAIR G.M. GRANT
 Commissioner for Oaths /
 Notary Public

Invoice To
Whitemud Heights 1324206 Alberta Ltd #108, 5013 - 48 Street Stony Plain, AB T7Z 1L8

P.O. No.	Terms
	30 DAYS

Description	Qty	Rate	Amount
FOR BASE COURSE, SUB GRADE PREP, ROUGH GRADING OF SITE, ROAD CONSTRUCTION AND ASPHALT INSTALLATION	1	285,000.00	285,000.00
GST On Sales		5.00%	14,250.00
GST/HST No. 849436928		Total	\$299,250.00
		Payments/Credits	\$-120,000.00
		Balance Due	\$179,250.00



Brute Force Oil Field Hauling Inc.

P.O. Box 4172
70 Diamond Avenue
Spruce Grove, AB
T7X 3B4

Invoice

Date	Invoice #
15/07/2009	2104

Invoice To
Whitemud Heights 1324206 Alberta Ltd #108, 5013 - 48 Street Stony Plain, AB T7Z 1L8

P.O. No.	Terms
	30 DAYS

Description	Qty	Rate	Amount
FOR INSTALLATION OF ACCESS ROAD GST On Sales	1	155,000.00 5.00%	155,000.00 7,750.00
GST/HST No. 849436928		Total	\$162,750.00
		Payments/Credits	\$0.00
		Balance Due	\$162,750.00

Affidavit of: Barry Watson
Sworn: November 17, 2009

Action No.:0901-15051

**IN THE COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL CENTRE OF CALGARY**

**IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF BRUTE
FORCE OIL FIELD HAULING INC.**

**AFFIDAVIT
(Re Whitemud Heights Project)**

OSLER, HOSKIN & HARCOURT LLP
Barristers & Solicitors
450 1st Street, S.W.
Suite 2500, TransCanada Tower
Calgary, Alberta T2P 5H1

Christa Nicholson/Walker W. MacLeod
Telephone: (403) 260-7000
Facsimile: (403) 260-7024