



Restructuring

Invitation for Offers – Sale of Assets of Brute Force Oil Field Hauling Inc. – In Receivership

ADVISORY

An opportunity to purchase the assets of an oil and gas service company.

Introduction

- KPMG Inc. (“KPMG”) was appointed Receiver and Manager of Brute Force Oil Field Hauling Inc. (the “Company”) by order of the Court of Queen’s Bench of Alberta on November 20, 2009. (“Receivership Order”)
- The Receivership Order grants the Receiver the powers to market for the sale of the assets of the Company.

The opportunity

- KPMG is currently accepting offers on the assets of the Company (the “Assets”) . These Assets include the following:
 - One JD Dozer
 - One Tridem Trailer
 - One Booster
 - Three Excavators
 - Two Water Trucks
 - Three Pickup Trucks
 - Two Snow Cats
 - Six Transports

Sales Process

- To be considered, offers must be received **in the format provided** at the offices of the Receiver by 3:00pm (MST), Monday, March 29, 2009. The Receiver reserves the right to negotiate and to accept any offer prior to this deadline and is not required to accept the highest or any offer. All offers are subject to court approval.
- This document has been distributed to a number of prospective purchasers. Under no circumstances should any party make direct contact with the shareholders, management, employees or customers of the Company unless invited to do so by KPMG.
- KPMG has compiled this document and the offer to purchase package from information supplied by the Company and/or other publicly available information. KPMG and the Company do not make any representations or warranties as to the accuracy or completeness of this material and shall have no liability for any representations (express or implied) contained herein. Nothing contained herein is or shall be relied upon as a promise or representation of future developments.

If you require any further information please contact:

Raymond Wilk
rwilk@kpmg.ca

Tel: (780) 429-6517

Fax: (780) 429-6545

Written communications should be addressed to the individual at:

KPMG Inc.
10125 – 102 St.
Edmonton, AB T5J 3V8
Canada

Important notice

KPMG Inc. on behalf of itself and all other member firms of KPMG, and all partners, staff and agents thereof, does not accept responsibility for any information contained herein and disclaims all liability to any person or entity arising out of or in connection with such information. KPMG Inc. is a division of KPMG LLP.

Notice to Reader

The information contained in this package has been compiled from the records of the Brute Force Oil Field Hauling Inc. (the "Company") and from other available data. This information has not been reviewed, audited, or otherwise verified by KPMG Inc. in its capacity as Receiver & Manager of the Company for accuracy or completeness.

The information package has been prepared solely to assist interested parties in making their own evaluation of the assets being offered for sale and does not purport to contain all of the information that a prospective purchaser may require. Accordingly, prospective purchasers should conduct their own investigation and analysis of the assets offered for sale.

All offers must be submitted on an "as is, where is" basis, in the format enclosed herein.

Dated at Edmonton, this 16th day of March, 2010.

KPMG INC.

Receiver & Manager of Brute Force Oil Field Hauling Inc.

TO: KPMG Inc.
Receiver & Manager of Brute Force Oil Field Hauling Inc. (the "Company")
10125 – 102 St.
Edmonton, AB T5J 3V8

1. _____
Name of Offeror

2. _____

Address of Offeror

3. The Offeror hereby offers to purchase from the Vendor, subject to the Terms and Conditions, the Assets indicated below, which are more particularly described in Appendices A attached hereto and forming part of this offer:

<u>ASSETS</u>	<u>PURCHASE PRICE</u>
	<u>Excluding GST</u>
<u>DESCRIPTION</u>	<u>APPENDIX</u>

EN BLOC OFFER **Appendix A.** _____

4. The Offeror hereby acknowledges and agrees that the Definitions and the Terms and Conditions attached hereto as **Schedule I** and **Schedule II** are incorporated by reference and made a part of this Offer and made a part of any Agreement constituted by the acceptance of this Offer.

DATED at _____, this _____ day of _____, 2010.

Print Name of Offeror

Per: _____

Per: _____

SCHEDULE I

DEFINITIONS OF OFFER TO PURCHASE BRUTE FORCE OIL FIELD HAULING INC.

In this Offer and in the Agreement constituted by acceptance hereof, including the Terms and Conditions of this Offer contained in Schedule II hereof, the following words and phrases shall have the following meanings:

"**Agreement**" means the agreement constituted by the acceptance of the Offer;

"**Assets**" means the equipment and other items as stipulated in paragraph 3 of the Offer.

"**Closing Date**" means, unless otherwise agreed to between the parties in writing, seven (7) days following the acceptance of the Offer, or such later date if Court approval is required;

"**Deposit**" means an amount to be delivered to the Vendor coincident with the delivery of the Offer and shall be in an amount equal to ten (10%) percent of the amount of the Offer and payable by way of **certified cheque** to "KPMG Inc. - In Trust";

"**Effective Date**" means, unless otherwise agreed to between the parties, 12:01 a.m., Mountain daylight time, on the closing date;

"**Offer**" means the OFFER TO PURCHASE – Brute Force Oil Field Hauling Inc. when duly completed and executed by the Offeror;

"**Offeror**" and "**Purchaser**" means the person described as Offeror in the Offer.

"**Purchase Price**" means the amount set forth in the Offer plus GST payable in lawful money of Canada and unconditionally releasable and payable in cash (or by certified cheque or bank draft drawn on a Canadian Chartered Bank) by the Purchaser to the Vendor on the Closing Date;

"**Terms and Conditions**" means all of the terms and conditions contained in Schedule II to the Offer;

"**Vendor**" means KPMG Inc. solely in its capacity as Receiver and Manager of Brute Force Oil Field Hauling Inc. and not in any personal or corporate capacity.

SCHEDULE II

TERMS AND CONDITIONS OF OFFER TO PURCHASE BRUTE FORCE OIL FIELD HAULING INC.

1. The Offeror acknowledges and agrees that acceptance of the Offer by the Vendor is made by it solely in its capacity as Receiver & Manager (“Receiver”) of Brute Force Oil Field Hauling Inc. and not in any personal or corporate capacity, and that the Vendor and its respective employees, servants and agents shall have no personal or corporate liability whatsoever with respect to any matter(s) relating to or arising out of the Offer, the Agreement or the advertisement or sale of the Assets. Any suit, claim, demand or cause of action of the Offeror, in any way arising out of or related to the Offer, the Agreement or the advertisement or sale of the Assets, shall be restricted solely to the Assets and the Deposit.
2. Nothing herein shall be construed as a warranty, agreement or representation that the Vendor as Receiver is the owner of the Assets or that there are or will be no restrictions, encumbrances, burdens or obligations against the Assets.
3. The Vendor, in its sole discretion, may waive any or all of the Terms and Conditions of the Agreement which are for the benefit of the Vendor, provided however that any waiver shall only be effective if in writing and any such waiver shall not apply to waive any other provisions unless expressly stated in writing.
4. The Vendor has specified certain details respecting the Assets described above. The descriptions therein contained are not warranted to be complete or accurate, and the Offeror has had full opportunity to and has conducted such tests, examinations, inspections, and investigations as it deems necessary or advisable to fully acquaint itself with the Assets, their title, fitness for particular purpose, location, existence, condition, quality, quantity, merchantability, suitability for intended purpose, and with any other attributes which the Offeror considers relevant.
5. The Assets are being sold on an "as is and where is" without recourse basis.
6. The Offeror acknowledges that it was entitled to and had the opportunity to consult with its own independent legal counsel prior to making the Offer.
7. The Offeror, with this Offer, delivered to the Vendor the Deposit. If the Offer is accepted, then subject to Paragraph 8 hereof, the Deposit shall be applied to the Purchase Price.

8. If the Offer is accepted and the Offeror fails to comply with any of the Agreement, or if the Offeror is unable or unwilling to complete this transaction for any reason whatsoever, the Deposit and all payments made on account of the Purchase Price shall be forfeited to the Vendor as a genuine pre-estimate of liquidated damages and not as a penalty.
9. In the event that this Offer is not accepted, the Deposit accompanying this Offer shall be returned to the Offeror without interest as soon as reasonably practicable.
10. The Offeror acknowledges that Vendor is not obligated to accept this Offer or the highest or any offer received by the Vendor. Any offer accepted by the Vendor is subject to Court Approval.
11. If the Offer is accepted, then notification of such acceptance shall be made effective upon delivery of such notification in writing to the address of the Offeror set forth in the Offer and shall be deemed to have been received by the Offeror on the day on which such delivery is made. Subject to the satisfaction of the condition precedent in favour of the Vendor at Paragraph 20 B of this Schedule II, upon acceptance as aforesaid, the accepted Offer shall constitute a binding agreement of purchase and sale. Unless otherwise agreed between the parties, the closing of this transaction shall take place on the Closing Date.
12. Time shall be of the essence of this Offer, any acceptance thereof and the Agreement constituted by such acceptance.
13. This Offer and the Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the Offeror irrevocably attorns to the jurisdiction of the Courts of the Province of Alberta.
14. In consideration of the Vendor making available to the Offeror information relating to the Assets and the opportunity of inspection of such information, and in consideration of the Vendor receiving offers, the Offeror agrees that its Offer is irrevocable prior to the expiration of March 29, 2010.
15. The Offeror shall, after the Purchase Price has been paid in full, take delivery and possession of the Assets on an "as is and where is" basis on the Closing Date, without recourse to the Vendor or their respective employees, servants and agents. The Purchase Price shall be paid to the Vendor on the Closing Date in cash or by certified cheque or bank draft drawn on a Canadian Chartered Bank by the Offeror.

16. The Vendor will, up to the Closing Date, maintain adequate insurance with respect to the Assets. In the event of any damage occurring prior to Closing Date, the Offeror shall not have the right to rescind, but, rather, shall have all of the rights of the insured party under the terms of the insurance policy under which the Assets are insured. The Offeror shall arrange for its own insurance as at and from the Closing Date.
17. At the Closing Date, the Vendor shall execute and deliver a Bill of Sale or any other documentation necessary to give effect to this transaction.
18. There are no representations, warranties, collateral agreements, or conditions whatsoever by the Vendor, and the Offeror, having been afforded all reasonable opportunity to examine the Assets and all documents and information pertaining to or affecting the Assets insofar as such documents and information are in the Vendor's possession, acknowledges and agrees that there are no representations, collateral agreements, conditions or warranties, expressed or implied, by statute, custom or otherwise, on the part of the Vendor or their respective agents, servants or employees, affecting the rights of the Offeror hereunder, and that, without restricting the generality of the foregoing, there are no representations regarding the Assets as to title, location, existence, fitness for particular purpose, condition, quality, quantity, merchantability or suitability for intended purpose, or as to any other attributes which the Offeror considers relevant. The Offeror further acknowledges and agrees that it is not relying upon any representations made by the Vendor or their respective agents, servants or employees and that the Agreement is and shall be the entire agreement between the parties.
19. The Offeror (if a corporation) represents and warrants to the Vendor that as of the date hereof, to and including the Closing Date:
 - A. the Offeror is and will be a corporation duly incorporated, validly subsisting and in good standing under the laws of the Province of Alberta or is and will be a corporation duly incorporated, validly subsisting and in good standing under the laws of the jurisdiction of its incorporation and duly qualified and registered in the province of Alberta, and the Offeror has the full legal right, power, capacity and authority to acquire and own the Assets;
 - B. the Offeror has and had at the time of execution, all requisite corporate power, authority and capacity to execute and deliver this Offer to the Vendor and to make and fully observe and perform all terms, covenants, conditions, agreements, representations and warranties contained in this Offer;

- C. the execution and delivery of this Offer has been duly authorized by all necessary corporate action of the Offeror and all necessary resolutions have been taken or passed by the Offeror and its shareholders, directors and officers in order to authorize the execution and delivery of this Offer and the carrying out of the transaction contemplated hereunder, and this Offer together with the acceptance thereof shall constitute a legal, valid and binding agreement for sale enforceable against the Offeror in accordance with its terms, with respect to those obligations of the Offeror set forth herein;
 - D. the Offeror has duly executed and delivered this Offer and the execution, delivery and performance by the Offeror of this Offer does not and will not violate or conflict with the constituting documents and by-laws (if any) of the Offeror, nor any resolution of the directors or shareholders of the Offeror nor with any agreements, instruments, injunctions, judgments, decrees or writs to which the Offeror is a party or is bound, nor result in a violation of any law, statute, regulation, ordinance or rule to which the Offeror is subject;
 - E. no registration with, giving of notice to, or consent or approval of, any governmental or public bodies or authorities, or any other parties, is necessary for the execution and delivery by the Offeror of the Offer or for the performance by the Offeror of the terms and conditions contained herein;
 - F. the Offeror is not a non-Canadian as defined in the Investment Canada Act or if the Offeror is such a non-Canadian, then either the transaction herein is not notifiable or reviewable under such Act or the Offeror has satisfied the requirements of such Act such that the transaction herein provided for may be completed without contravention of such Act.
20. The obligation of the Vendor to complete the sale of the Assets pursuant hereto is subject to the following conditions precedent:
- A. the Offeror shall cause to be paid and delivered to the Vendor on the Closing Date the Purchase Price plus any applicable goods and services tax.
 - B. that a Court Order is obtained authorizing the sale of the assets.

21. The foregoing conditions precedent in Paragraph 20 shall be for the sole benefit of the Vendor and may be waived by the Vendor in writing, in whole or in part, at any time on or before the Closing Date.
22. No amendment or variation of the Agreement shall be of any force or effect unless the same is reduced to writing and duly executed by the Vendor and the Offeror.
23. Interest on the Deposit and all other funds paid to the Vendor pursuant to this Offer shall accrue to the benefit of Vendor.
24. The Offeror and the Vendor mutually agree to do all such further acts and execute all such further documents and instruments as may reasonably be necessary or convenient to give full effect to the Agreement.
25. This Agreement shall endure to the benefit of and be binding upon the Offeror and Vendor and their respective successors and assigns.
26. The Vendor shall not be required to pay any sales commission or brokerage fees with respect to the sales arising upon the acceptance of any Offer. In the event it appears that any sale has been brought about through the efforts of a broker or other agent engaged by the Offeror, any commissions which are required to be paid shall be paid by the Offeror and shall be in addition to the Purchase Price and not deducted from the balance of the monies due and payable at closing.

APPENDIX A

Brute Force Oil Field Hauling Inc., In
Receivership
Asset Listing

March 16, 2010

Description	Unit	VIN/SN	Picture
2000 Kenworth T800	T102	1XKDD69X6YR959570	
1998 Kenworth W	T105	1XKDD29X5WR952177	
2006 Kenworth T800B	T109	1XKddb0X16R990955	
2001 Kenworth W900	T112	1NKWGGGG40R963608	

Brute Force Oil Field Hauling Inc., In
Receivership
Asset Listing

March 16, 2010

Description	Unit	VIN/SN	Picture
2000 Kenworth	T117	1XKddb9X8YR960258	
2000 Kenworth T800	T118	1XKddb9X9YR960253	
1985 International	WT101	1HTLKTVR8FHA57126	
1996 Conv Freightliner	WT102	1FVXFDYB7TP669070	





Brute Force Oil Field Hauling Inc., In
Receivership
Asset Listing

March 16, 2010

Description	Unit	VIN/SN	Picture
1979 Columbia Booster Single 9304	SAB101	9304	
2004 Nitro Tridem Scissor Neck	SN102	2N9LB40375E065036	
2004 Hitachi ZX270LC Hyd EXE	H101	HCM1HG00C00020402	
2003 Zaxis ZX270LC Excavator	H103	HCM1HG00L00020282	

Brute Force Oil Field Hauling Inc., In
Receivership
Asset Listing

March 16, 2010

Description	Unit	VIN/SN	Picture
2008 Hitachi ZX200 LC-3 Excavator	H104	FF00AST320075	
2006 John Deere 550J	2006	D109	
Logan Manuf. Co. (snow cat) #727 model 3700	TR101	L4S-009	
Logan Manuf. Co. (snow cat) #725 Model 3700	TR102	L4L-1141	

**Brute Force Oil Field Hauling Inc., In
Receivership
Asset Listing****Private and Confidential****Draft for Information Purposes Only**

March 16, 2010

Description	Unit	VIN/SN	Picture
2004 F350	ST105	1FTSW31P73ED70809	
1999 F550	ST107	1FDAF5751XEC46946	
2002 F350	ST108	1FTSW31F52EC76773	