



MEYERS NORRIS PENNY LIMITED

TALSMA'S WELDING LTD. – IN RECEIVERSHIP

NOTICE AND STATEMENT OF RECEIVER
Subsection 245(1) of the Bankruptcy and Insolvency Act

THE RECEIVER GIVES NOTICE AND DECLARES THAT:

Pursuant to an Order of the Court of Queen's Bench of Alberta (the "Court") granted May 26, 2009 (the "Receivership Order"), the appointment of Meyers Norris Penny Limited as interim receiver ("Interim Receiver") pursuant to an Order granted March 17, 2009 was expanded such that Meyers Norris Penny Limited was appointed Receiver of the assets, property and undertaking of Talsma's Welding Ltd. (the "Company").

A copy of the Receivership Order is attached hereto as Appendix 1.

BACKGROUND

The Company, in the business of welding, ceased operations on or about February 16, 2009 prior to the appointment of the Interim Receiver.

ASSETS

The Interim Receiver took possession and control of the Company's assets on March 17, 2009. A list of the Company's assets and net book values as at March 17, 2009 is summarized below:

Description (Note 1)	Net Book Value (\$)
Accounts Receivable	1,175,466
Prepays and Deposits	16,669
Inventory	359,696
Land and Buildings	1,492,208
Equipment	571,241
Vehicles and Power Equipment	248,828
Computer Hardware and Software	15,753
Furniture and Fixtures	19,918
TOTAL	3,899,777

NOTE 1: The source of information is the Company's internally prepared, unaudited balance sheet as at March 17, 2009.

All of the Company's assets are subject to various lease agreements, a general security agreement held by Servus Credit Union Limited and a land mortgage. The Receiver has not yet obtained a legal opinion as to the validity and enforceability of these security agreements.



Paragraph 4 of the Receivership Order authorizes the Receiver to sell the Company's equipment and chattels via a public auction to be conducted by Montgomery Auctions Services Ltd.

The Receiver has not yet formalized a liquidation plan with respect to the Company's land and buildings.

CREDITORS

A list of the Company's known creditors together with the amounts owed to each creditor and the total amount owed by the Company is attached hereto as Appendix 2.

OTHER

The following information relates to the receivership proceedings:

Principal line of business: Welding shop
Address of business: PO Box 113, Bentley, AB T0C 0S0

The contact person for the Receiver is as follows:

Meyers Norris Penny Limited
4922 – 53 Street
Red Deer, AB T4N 2E9
Facsimile: (403) 342-5388


Katherine Bujold, CIRP (Calgary office)
Tel: (403) 537-7622

Ian Mackin, CIRP (Red Deer office)
Tel: (403) 356-1290

Further information with respect to the receivership proceedings will be posted to the Receiver's website (www.mnpdebt.ca) under the "Corporate Engagements" heading as it becomes available. Should creditors not have access to the internet, copies of other filed materials may be requested by contacting Theresa Spatt at (403) 356-1308.

Dated at Calgary, Alberta this 5th day of June, 2009.

MEYERS NORRIS PENNY LIMITED
In its capacity as Court-appointed Receiver of
Talsma's Welding Ltd.
And not in its personal capacity


Katherine Bujold, CIRP
Vice President

Action No. 0903 03818

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF EDMONTON

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*
R.S.C. 1985, c. B-3, AS AMENDED

BETWEEN:

SERVUS CREDIT UNION LIMITED

Applicant

-AND-

TALSMA'S WELDING LTD.

Respondent

BEFORE THE HONOURABLE
MASTER W. Brekke, Q.C.
IN CHAMBERS, LAW COURTS
EDMONTON, ALBERTA

) ON TUESDAY, THE 26TH DAY OF
) MAY, 2009.
)
)

RECEIVERSHIP ORDER

UPON the application of Servus Credit Union Limited ("Servus") in respect of Talsma's Welding Ltd. ("Talsma's"); AND UPON noting that this Honourable Court appointed Meyers Norris Penny Limited as interim receiver ("Interim Receiver") of Talsma's by Order dated March 17, 2009; AND UPON having read the Affidavit of Rob Saar, filed, it is apparent that Talsma's has failed to pay amounts owing to the Applicant pursuant to the Applicant's demand for repayment; AND UPON hearing read the Report of the Interim Receiver; AND UPON being satisfied that notice of this application has been given to, among others, Talsma's through their solicitor, Ben Vanden Brink; AND UPON it appearing that it is appropriate to grant the within Order after hearing counsel for the Applicant; IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order is hereby abridged and service thereof (with the exception of service on Caterpillar Financial Services Limited, Lacombe Ford Sales Ltd. and Raydon Rentals Ltd. o/a The Cat Rental Store) is deemed good and sufficient.

APPOINTMENT

2. The appointment of Meyers Norris Penny Limited ("MNP") as interim receiver pursuant to the Order of this Court dated March 17, 2009 of Talsma's be and is hereby expanded such that MNP be and is hereby appointed Receiver, without security, (the "Receiver") of all of the property of the debtor as defined in paragraph 2 of the March 17, 2009 Order, all pursuant to section 13(2) of the *Judicature Act* (Alberta) as amended.

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
 - (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
 - (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;

- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court.
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00 in the aggregate; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 shall not be required.
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

- (s) to take any steps reasonably incidental to the exercise of these powers;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

APPROVAL OF AUCTION SALE

4. The proposal of the Interim Receiver, now Receiver, to effect a sale of the equipment and chattels owned by Talsma's by way of public auction to be conducted by Montgomery Auctions Services Ltd. ("Montgomery Auctions") is hereby approved and the Receiver is hereby authorized to execute and deliver to Montgomery Auction a signed copy of the proposal as appended to the Interim Receiver's Report and is further directed to complete the sale of the equipment and chattels in accordance with the terms and conditions of that proposal.
5. With respect to the Montgomery Auctions Sale:
- (a) The requirement of the Receiver to issue notice under Section 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 is dispensed with;
 - (b) In completing the auction process, the Receiver be and is hereby authorized to execute and deliver such additional, related and ancillary documents and assurances governing or giving effect to the auction process contemplated therein as the Receiver, in its discretion, may deem reasonably necessary or advisable to conclude any transactions affected by the auction including, without restriction, the ability to remove certain of the assets from the sale if the Receiver, in its discretion, considers it appropriate to do so;
 - (c) Upon Montgomery Auctions receiving the proceeds of sale from the Auctioned Assets (as herein defined), all such proceeds shall immediately be impressed with a charge in favour of the Receiver and shall be held in trust for the benefit of the Receiver until such time as the sale proceeds are received by the Receiver. While held by Montgomery Auctions, the proceeds shall be held in a separate trust account for the benefit of the Receiver;
 - (d) Upon Montgomery Auctions paying to the Receiver the net sale proceeds from the auction together with the accounting for same, the equipment and chattels (herein called the "Auctioned Assets") and all right, title and interest in and to the Auctioned Assets shall vest in the person or persons acquiring same absolutely, free and clear of all estate, right, title, interest, claim, mortgage, charge, lien (whether contractual, statutory or otherwise), lease, security interest, assignment, action, levy, tax, Writ of Enforcement, trust, or deemed trust (whether contractual, statutory or otherwise), option agreement or agreements, encumbrances or other ~~rights, limitations or restrictions of any nature or kind whatsoever, including,~~ without limitation, any rights or interests of any creditors of the corporation, whether or not they have attached or been perfected, registered or filed, whether secured, unsecured or otherwise, whether liquidated, unliquidated or contingent (collectively the "Claims") by or of all persons or entities of any kind whatsoever

including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or agents, trustee, executors, administrators or other legal representatives (collectively the "Claimants");

- (e) The purchase price paid for the Auctioned Assets as such shall be allocated to each asset and the cost associated with the sale of that particular asset;
- (f) The proceeds of sale of the Auctioned Assets, net of commissions and any taxes and expenses, shall stand in the place and stead of the Auctioned Assets subject to the Claims of the Claimants, including the secured creditors, as their interest may appear as at the date of the sale, or at the date of the bankruptcy of Talsma's if such should occur before then, and subject to the priorities as could have been claimed against the Auctioned Assets as at the date of the sale or the date of bankruptcy whichever first occurs as if the sale of the Auctioned Assets had not occurred. Neither the sale of the Auctioned Assets nor the granting of this Order shall prejudice the positions of any claims being advanced against the proceeds of sale of the Auctioned Assets;
- (g) There shall be no distribution of the sale proceeds in relation to the Auctioned Assets without further Order of the Court;
- (h) Provided that the Receiver has the balance of the purchase price for the Auctioned Assets in their trust account, any and all Claimants with financing statements registered at Personal Property Registry for the Province of Alberta in respect of the corporations as Debtors shall, within ten days of receipt of a notice from the Receiver or the Receiver's solicitors, discharge their registrations at Personal Property Registry against any serial numbered goods sold as part of the Auctioned Assets and shall provide evidence of such discharge to the Receiver or the solicitors for the Receiver. If such parties shall fail to effect such discharge within the time stipulated herein, then the Receiver is hereby authorized, empowered and directed to execute and register such discharges, or partial discharges as the case may be, of any registrations effecting any of the serial numbered goods sold as part of the Auctioned Assets.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 6. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.

7. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 7 or in paragraph 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
8. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

9. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

10. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 10.

NO EXERCISE OF RIGHTS OF REMEDIES

11. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an "eligible financial contract" (as defined in section 11.1(1) of the *Companies' Creditors Arrangement Act*) with the Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

13. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more ~~new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the~~ monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

15. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.
16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
 - (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the

appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

- A. ... complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by Section 14.06 of the BIA or any other applicable legislation.

RECEIVER'S ACCOUNTS

18. Any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").
19. The Receiver and its legal counsel shall pass their accounts from time to time, on reasonable notice to the Respondent.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

25. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.


GENERAL

26. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
27. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
28. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

29. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.
30. The Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
31. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

W. Breitkreuz
MASTER IN CHAMBERS

ENTERED this 26th day of May,
2009.

L. Hess 

CLERK OF THE COURT

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of [DEBTOR'S NAME] appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the _____ day of _____, 2009 (the "Order") made in action numbers _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at *.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2009.

[RECEIVER'S NAME], solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:

Action No: 0903 03818

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

IN THE MATTER OF THE *BANKRUPTCY AND
INSOLVENCY ACT*
R.S.C. 1985, c. B-3, AS AMENDED

BETWEEN:

SERVUS CREDIT UNION LIMITED

Applicant

-AND-

TALSMA'S WELDING LTD.

Respondent

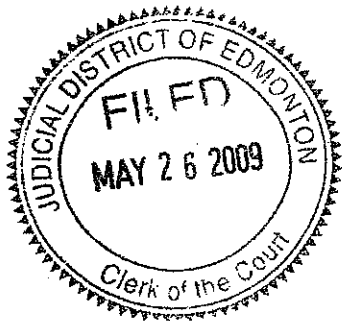
RECEIVERSHIP ORDER

Filed by:

Duncan & Craig LLP
2800, 10060 Jasper Avenue
Edmonton, AB T4J 3V9

Lawyer: Darren R. Bieganek
File No. 204-164315

Phone: (780)428-6036
Fax: (780)428-9683



Claims Register for Talsma's Welding Ltd. - Continued

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
11. Accuform Welding Ltd.					578.27	
12. Acklands Granger					2,542.49	
13. Advanced Engineering Products					1,522.88	
14. Advanced Systems					78.75	
15. Agrilight Inc.					4,111.80	
16. AGS Group Inc. Attn: Bonnie Elaschuk					2,800.14	
17. Air Liquide 1066951-001					16,985.14	
18. Albert & Shirley Talsma shareholder loan					300,000.00	
19. Alberta Finance & Enterprise Attn: Tax & Revenue Administration 200881944					3,856.63	
20. Alberta Industrial Metals TAL040					390,000.00	
21. Andy's Oilfield Hauling Ltd.					2,913.75	
22. Angel Welding Attn: Peter					6,556.25	
23. API Oilfield Hauling Inc.					646.01	
24. AWH Oilfield Services Ltd.					6,338.85	
25. B Frid Trucking					840.00	
26. Badger Daylighting					230.32	
27. Bar 5 Welding & Fabricating Attn: Luke Serle inv#052473					3,402.00	
28. Betts Welding Ltd. Attn: Ryan Betts action#0902900193					8,718.75	
29. Big Horn Crane Service Ltd.					1,488.38	
30. Big Mountain Welding					8,190.00	
31. BMO Mosaik MasterCard Attn: Alison Houston 5583 4600 0189 2330					1,758.76	
32. BMO Mosaik MasterCard Attn: Alison Houston 5583 4600 0189 2363					432.51	
33. BMO Mosaik MasterCard Attn: Alison Houston 5583 4600 0197 1472					291.42	
34. BMO Mosaik MasterCard Attn: Alison Houston 5583 4600 0213 4690					742.39	
35. Brian E. Grice Alberta Industrial Metals					1.00	
36. Brown Smith Owen LLP TAL1227 001					33,113.40	
37. Bumper to Bumper/ Wilter Auto & Ind. Supply					15,669.67	
38. Bushman Construction					4,090.00	

Creditors Register for Talsma's Welding Ltd. - Confirmed

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
39. CANADA REVENUE AGENCY 105128136 RP 0001				27,000.00		
40. Canadian Linen Supply 7711				326.10		
41. Canalta Controls Ltd.				657.20		
42. Carriage Auto Upholstry				346.50		
43. Caterpillar Financial Services Limited Attn: Michael Segatti 36926				129,000.00		
44. CBV Collection Services Ltd. Attn: Ron Smith Cloverdale Paint				1.00		
45. Central Alberta Sandblasting & Paint Inc.				2,100.00		
46. Century Vallen 166983				506.40		
47. CIT Performance Ltd. 453586				464.04		
48. Cloverdale Paint TALSWE				22,295.85		
49. Comco Pipe 7 Supply Company				1,848.00		
50. Commercial Solutions Inc.				6,099.99		
51. Crane Supply 31252				131.91		
52. D & D Bolt Supply Ltd.				212.36		
53. D & D Septic				7.60		
54. D.E.B. Welding Ltd.				714.00		
55. DIRECT ENERGY REGULATED SERVICES				5,336.30		
56. DMD Rock Products				1,686.46		
57. Downtown's Transport Ltd.				1,396.50		
58. E.P.G. Services				324.83		
59. EMCO/ Westlund Industrial 620744				92.11		
60. Endura Manufacturing Co. Ltd.				2,237.92		
61. EPCOR Attn: LEGAL CORRESPONDENT 20281887				4,302.99		
62. Executive Auto Glass				1,146.60		
63. Faucher Industries 00242199				1,359.06		
64. Field Fast Fabricating LTd. Attn: Sean Hegedus				4,647.50		
65. Flashback Welding & Fab Ltd. Attn: Mark Nichols				18,541.50		
66. G & B Rubber Products				8,200.50		
67. Garnet's Trucking				803.25		
68. Gerig Hamilton Neeland LLP Attn: Buddy Melnyk J. Coulson Construction Ltd.				1.00		

Claims Register for Talsma's Welding Ltd. - Continued

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
69. GMAC				10,500.00		
70. Goodall Rubber 038784				4,131.08		
71. Grant Kovacs Norell Attn: Peter Norell Mueller Flow Control				1.00		
72. Gregg Distributors Action #P0990300962				4,875.46		
73. Haco Canada Action #090303818				28,859.25		
74. Hawk Sheet				124,989.90		
75. Hitek Urethane Ltd.				1,430.00		
76. Hofer's Welding Services Inc. Attn: Albert Hofer				12,825.75		
77. Indcom Transportation Leasing Inc. Attn: Becky Harris TA1891-11891				77,791.00		
78. J. Coulson Construction Ltd.				66,873.90		
79. Jim Eisenbeis inv#025316				21,312.50		
80. Jonny's Light Oilfield Hauling Inc.				525.00		
81. Kal Tire - Lacombe Tire 1995 Ltd. 2418351				2,763.60		
82. KAS Oilfield Hauling				3,255.00		
83. KDS Welding				16,261.88		
84. Kemper Valve and Fittings Corp. Attn: Lee Jensen, Accounts Receivable				68,029.61		
85. Key Towing & Storage				393.75		
86. Kirk's Tire Ltd. TALSWE				174.30		
87. Konecranes Attn: Heather Myers				67,509.75		
88. L. & K. Enterprises				901.37		
89. Lacombe Ford Sales Ltd. 001-937				18,771.49		
90. Lacombe Welding				1,603.88		
91. Loden's Consulting Services Ltd.				756.00		
92. Lombard Canada 5017960				22,224.31		
93. Looker Equipment Attn: Paul				403.39		
94. Manulife policy 69300-000				539.19		
95. Manulife policy 8362785				134.60		
96. Maple Leaf Consulting Inc.				262.50		
97. McCoy Corporation				443.53		
98. McLevin Industries (1982) Ltd.				572.74		
99. MHS Contracting				5,492.47		

Claims Register for Talsma's Welding Ltd. - Col. 1

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
100. Midd Evyl Fabrications Attn: John Richardson					4,181.62	
101. Modern Tool Ltd.					3,391.50	
102. Mueller Flow Control Attn: Peter Norell					105,342.23	
103. N. W. P. Industries file #54438-26					47,204.79	
104. National Leasing Group Inc.					59,700.00	
105. Neweye Industries Inc. Attn: Geoff Chaulk					2,310.00	
106. Niagrow Systems					4,104.45	
107. Noah's Quality Water					459.70	
108. Nomad Piping & Fabrication Inc. Attn: Tyler Legendre						
109. Nomad Piping & Fabrication Ind. Action #0902900035					3,622.50	
110. Nugget Oilfield Hauling					2,661.75	
111. Oilfield Directory Publications					313.74	
112. Parlee McLaws LLP Attn: Karen L. Fellows NWP Industries					1.00	
113. Paul Aasman					2,461.20	
114. Pinnacle Machining					94.50	
115. Potty-Go Toilet Rentals					1,792.88	
116. PoV's Welding Action #0902900193					17,437.51	
117. Praxair Attn: Sophie Traub					144,000.00	
118. ProTorch					132.83	
119. Pumps & Pressure Inc. TAL803					6,033.29	
120. Pure Fusion Welding Attn: Kevin Miller					21,590.63	
121. Raven Printing					158.09	
122. Raydon Rentals/ The Cat Store 16009368-001					10,000.00	
123. Red Deer Fasteners					176.44	
124. Red Deer Overdoor Attn: Shirley					175.11	
125. Reynolds, Mirth, Richards & Farmer LLP Attn: William W. Barclay Russell Metals					1.00	
126. Russel Metals Inc.					156,611.59	
127. Sawyer Oilfield Hauling					924.00	
128. Servco Oilfield Supply TAL020					661.50	
129. Skakey's Welding Attn: Lee Borak					6,930.00	
130. Southwest Oilfield Products Ltd.					13,976.55	

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 Creditors Register for Talsma's Welding Ltd. - Confirmed

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
131. Spectrum Testing Inc.					1,388.10	
132. Stewart & Stevenson Canada Inc.					1,016.00	
133. T- Jay's Sandblasting					29,480.00	
134. Taurus Electric Motor Services Ltd.					381.30	
135. Telus 2013456262					473.35	
136. Telus 2062501852					473.35	
137. Telus 2198342633					1,581.59	
138. TELUS MOBILITY INC. Attn: SETTLEMENT DESK 00004333					803.78	
139. The Phone Experts Attn: Gerry Terpstra					5,341.35	
140. The Real McCoy Service Centres 48847					1.00	
141. Thompson Ditching					1,000.00	
142. Titan Supply LP					6,180.78	
143. Topco Oilsite Products Ltd.					16,733.47	
144. UFA 8155756					823.05	
145. Valiant Financial Services Ltd.					10,900.00	
146. Valley Electric					683.34	
147. Varsteel Attn: Peter Blacher					89,217.55	
148. Vericore Endura Inc.					2,237.92	
149. Victory Rig Equipment Corporation 00426					10,582.82	
150. Walters Machine Inc. Attn: Jerry Walters					5,804.40	
151. Western Rose (1996) Limited					218.40	
152. Westside Services Ltd.					1,176.00	
153. Wildcat Electric & Controls					142,079.13	
154. Willow Consulting					173.25	
155. Wolf Creek Building Supplies					774.59	
156. WT Westech					16,734.38	
Total : Unsecured creditors					2,666,751.31	
				Grand Total:	5,096,651.31	