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COURT FILE NUMBER 2301 - 08305
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, RSC 1985,
c C-36, as amended

AND IN THE MATTER OF THE COMPROMISE
OF ARRANGEMENT OF WALLACE & CAREY
INC., LOUDON BROS. LIMITED, and CAREY
MANAGEMENT INC.

Clerk's Stamp



APPLICANT KSV RESTRUCTURING INC., in its capacity as Court-appointed Monitor of
Wallace & Carey Inc., Loudon Bros Limited and Carey Management Inc.

RESPONDENTS DIGIFLEX INFORMATION SYSTEMS INC. and MOHAMAD ZÄHED
MARDUKHI

DOCUMENT **CONSENT ORDER – DIGIFLEX INFORMATION SYSTEMS INC.**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Cassels Brock & Blackwell LLP
Bankers Hall West
3810, 888 3rd St SW
Calgary, AB T2P 5C5
E: joliver@cassels.com
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Attention: Jeffrey Oliver

File no. 54670-3

DATE ON WHICH ORDER WAS PRONOUNCED: December 17, 2024

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice Neilson

UPON THE APPLICATION of KSV Restructuring Inc., in its capacity as the Court-appointed Monitor (in such capacity, the "**Monitor**") of Wallace & Carey Inc. ("**Wallace & Carey**"), Loudon Bros Limited, and Carey Management Inc. (collectively, the "**Companies**") for an Order (among other things): (i) requiring DigiFlex Information Systems Inc. ("**DigiFlex**") and Mohamad Zahed Mardukhi ("**Mardukhi**"), as sole director and voting shareholder of DigiFlex, to continue to provide services to Wallace & Carey in the manner and at the rates and subject to the terms prescribed in the DigiFlex Agreements (as defined in the Fourteenth Report of the Monitor, dated December 13, 2024 (the "**Fourteenth Report**")); and (ii) restraining DigiFlex and Mardukhi, or any other parties on direction from DigiFlex or Mardukhi, from terminating or otherwise

interfering with the services provided under the terms of the DigiFlex Agreements and the services provided thereunder;

AND UPON having reviewed the Amended and Restated Initial Order of this Court pronounced June 30, 2023 (the “**ARIO**”); the Fourteenth Report; the TSA (as defined in the Fourteenth Report); and the Affidavit of Service of Angeline Gagnon, sworn December 17, 2024; **AND UPON** hearing counsel for the Monitor, counsel for the Companies, and any other interested parties appearing at the within application; **AND UPON** noting the consent of the Monitor, Wallace & Carey, DigiFlex, and Mardukhi; **AND UPON** being satisfied that it is appropriate to do so;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Fourteenth Report.

SERVICE

2. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and time for service of this application is abridged to that actually given.

CONTINUATION OF SERVICES

3. DigiFlex shall continue to provide maintenance services (“**Maintenance Services**”) to Wallace & Carey in the manner, at the rates and subject to the terms prescribed in the Maintenance Agreement and subject to the terms of the ARIO until the later of:
 - (a) the expiration of the Stay Period, as may be extended by order(s) of this Court; and
 - (b) the expiration of the term for the Western Business (as defined in the TSA) set out in the TSA, subject to further extensions as permitted under the TSA or as otherwise ordered by the Court.

For greater certainty, in the event that the Stay Period is extended in the manner described in this paragraph 3, DigiFlex shall continue to provide Maintenance Services to Wallace & Carey in accordance with this paragraph pursuant to the Maintenance Agreement without further Order of this Court.

4. DigiFlex shall continue to provide helpdesk support services (“**Support Services**”) to Wallace & Carey in the manner and at the rates established by the historical practices of DigiFlex and Wallace & Carey and pursuant to the ARIO until January 31, 2025, after which Wallace & Carey shall have the option to extend such Support Services for a one-year term at a cost of \$192,000

(excluding G.S.T.). In the event of an extension, the hourly rate charged by DigiFlex for Support Services shall not exceed \$250.

5. Without limitation to paragraphs 18 and 19 of the ARIO, which remain in full force and effect, during the Stay Period:
 - (a) DigiFlex, Mardukhi and any other parties upon their direction are restrained from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Companies or exercising any other remedy provided under the DigiFlex Agreements or at law. The Companies shall be entitled to the continued use of the software and services provided by DigiFlex pursuant to the terms of the DigiFlex Agreements and DigiFlex and Mardukhi shall support the services provided to Wallace & Carey under the DigiFlex Agreements on the same basis as they did prior to the date of this Order.
 - (b) DigiFlex, Mardukhi and any party upon their direction shall not accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by the Companies, except with the written consent of the Companies and the Monitor, or leave of this Court.

SERVICE OF ORDER

6. Service of this Order shall be deemed good and sufficient by:
 - (a) serving the same on:
 - i. the persons listed on the service list created in these proceedings;
 - ii. any other person served with notice of the application for this Order; and
 - iii. any other parties attending or represented at the application for this Order; and
 - (b) posting a copy of this Order on the Monitor's website established in connection with these proceedings, for no less than six months from the date of this Order;

and service on any other person is hereby dispensed with.


7. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier.



Justice of the Court of King's Bench of Alberta

Consented to this 17th day of December, 2024


DIGIFLEX INFORMATION SYSTEMS INC.

Per: 
Name: Mohamad Zähed Mardukhi
Title: Director
I have the authority to bind the corporation

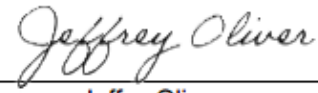
WITNESS:


MOHAMAD ZÄHED MARDUKHI

MILLER THOMSON LLP, counsel to WALLACE & CAREY INC.

Per: 
Name: James W. Reid
Title: Partner

CASELS BROCK & BLACKWELL LLP, counsel to KSV RESTRUCTURING INC., in its capacity as Monitor to the Companies

Per: 
Name: Jeffrey Oliver
Title: Partner