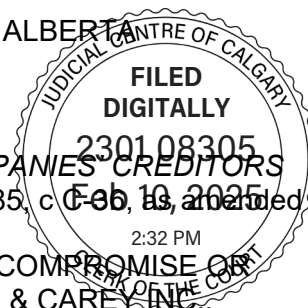


Clerk's Stamp:

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

DOCUMENT

**APPLICATION**ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENTMILLER THOMSON LLP  
Barristers and Solicitors  
3000, 700 – 9<sup>th</sup> Avenue SW  
Calgary, AB, T2P 3V4Attention: James W. Reid / Pavin Takhar  
Phone: 403-298-2418 / 403-298-2432  
Email: jwreid@millerthomson.com /  
ptakhar@millerthomson.com**NOTICE TO RESPONDENT(S):**

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the justice.

To do so, you must be in Court when the application is heard as shown below:

Date	<u>February 21, 2025</u>
Time	<u><del>2:00 p.m.</del> 11:00 a.m.</u>
Where	<u>Calgary Courts Centre (via WEBEX)</u>
Before Whom	<u>The Honourable Justice <del>R. A. Neufeld</del> M.J. Lema</u>

Go to the end of this document to see what else you can do and when you must do it.

**Remedy claimed or sought:**

1. The Applicants, Carey Management Inc. (“**CMI**”), Wallace & Carey Inc. (“**Wallace & Carey**”) and Loudon Bros. Limited (“**Loudon**”, together with CMI and Wallace & Carey, the “**Applicants**” or the “**Companies**”) pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-36 (the “**CCAA**”), seek the following:
  - (a) an Order substantially in the form attached hereto as **Schedule “A”**, including, without limitation:
    - (i) abridging the time for service of the Application and the supporting material, if necessary, and deeming service thereof to be good and sufficient;
    - (ii) authorizing and approving the asset purchase agreement made as of February 7, 2025 (the “**APA**”), between the Applicants, as vendor, and 7-Eleven Distribution Canada Corp., as purchaser (the “**Purchaser**”), and authorizing and approving the transaction contemplated thereby (the “**Transaction**”);
    - (iii) authorizing and directing the Applicants and the Monitor to take all steps reasonably required to carry out the terms of the APA and to implement the Transaction;
    - (iv) upon closing of the Transaction, vesting title to the Purchased Property (as defined in the APA) in and to the Purchaser;
  - (b) an Order substantially in the form attached hereto as **Schedule “B”**, including, without limitation,
    - (i) extending the stay period (the “**Stay Period**”) up to and including August 20, 2025, or such other date as this Court may consider appropriate; and
    - (ii) releasing all claims (the “**Release**”) against Patrick Carey, the present director of the Applicants (the “**Released Party**”) for the period November 21, 2023 to August 20, 2025, in respect of any steps taken by the Released Party in accordance with the TSA (defined herein) and the ongoing CCAA proceedings, except in respect of claims for fraud, gross negligence, or willful misconduct, or any claims against the Released Party that is not permitted to be released pursuant to section 5.1(2) of the CCAA;

- (c) granting such further and other relief as counsel may advise and this Honourable Court deems just and appropriate.

**Grounds for making this application:**

*Background*

2. On June 22, 2023, the Applicants obtained protection from their creditors under the CCAA pursuant to an Initial Order of this Court (the “**Initial Order**”) and KSV Restructuring Inc. was appointed monitor over the Companies (in such capacity, the “**Monitor**”). The Initial Order was amended and restated on June 30, 2023 (the “**ARIO**”).
3. On August 23, 2023, the Court granted an order (the “**SISP Order**”), among other things, approving the Companies’ engagement of Alvarez & Marsal Canada Securities ULC (the “**Financial Advisor**”) as financial advisor, and authorizing the Companies, with the assistance of the Financial Advisor and the oversight of the Monitor, to conduct a sale and investment solicitation process (the “**SISP**”).
4. On November 17, 2023, the Court granted an approval and vesting order related to the SISP Order. The approval and vesting order approved a transaction with 7-Eleven Canada, Inc. (“**SEC**”), as purchaser (the “**SEC Transaction**”).
5. The SEC Transaction contemplates that Wallace & Carey will continue to provide services to SEC pursuant to a transition services agreement among Wallace & Carey, CMI, SEC, and the Monitor (the “**TSA**”) and SEC agreed to fund the business of the Applicants.
6. The TSA period commenced on November 21, 2023, The term of the TSA is fifteen months from the closing date for the Wallace & Carey business in Alberta and British Columbia (the “**Western Canada Business**”), and nine months from the closing date for the Wallace & Carey business east of Alberta (the “**Eastern Canada Business**”). Each transition services period is subject to two 90-day extensions at the option of SEC.
7. The Applicants have been providing services to SEC pursuant to the TSA. Further, the Applicants have completed an orderly wind-down of their operations.
8. SEC and the Purchaser have been exercising their options under the TSA to purchase the Optional Purchased Assets (as defined in the TSA). The Applicants and the Monitor have been assisting with these transactions.

9. On July 9, 2024, and October 15, 2024, SEC exercised its rights to extend the TSA the maximum 90 day periods in respect of the Eastern Business. The TSA period for the Eastern Business expires on February 17, 2025.
10. On January 9, 2025, SEC exercised its rights to extend the TSA for a period of 90 days in respect of the Western Business. The TSA period for the Western Business expires on May 22, 2025, subject to one further 90 day extension. SEC is expected to exercise one further option to August 20, 2025.
11. On February 7, 2025, Wallace & Carey, CMI, SEC, and the Monitor entered into an amendment to the TSA (the "**TSA Amendment**") to align the TSA expiration dates of the Western Business and Eastern Business. As a result of the TSA Amendment, the TSA periods for the Western Business and Eastern Business end on August 20, 2025.
12. The stay of proceedings in this proceeding expires April 30, 2025 unless further extended by the Court.

### The Transaction

13. Capitalized terms used in this section and not otherwise defined have the meanings given to them in the APA or TSA, as applicable.
14. In accordance with the TSA, SEC financed, directly or indirectly, the Applicants' purchase of the Purchased Inventory. Notwithstanding such financing, the Applicants hold legal title to the Purchased Inventory.
15. As consideration for the purchase of the Purchased Inventory, the Purchaser intends to assume all liabilities owing by the Applicants to SEC in respect of the funds advanced by SEC to purchase the Purchased Inventory (the "**Assumed Liabilities**"), and the Applicants will thereby be released from the Assumed Liabilities.
16. The Purchaser wishes to purchase certain personal property located on certain leased premises, which leases were Optional Purchased Assets. It was the intention of the Applicants and Purchaser that this personal property would be sold to SEC if SEC exercised its option to take over the leases.
17. The Purchaser is a subsidiary of SEC.
18. The key terms of the APA are as follows:

- (a) **Vendors:** Wallace & Carey Inc., Loudon Bros. Limited, and Carey Management Inc.
- (b) **Purchaser:** 7- Eleven Distribution Canada Corp.
- (c) **Transaction:** the Purchaser shall purchase on an as is where is basis, all of the Purchased Property.
- (d) **Purchased Inventory:** all of the inventory used in the Business as of the Closing Effective Time for which the purchase price thereof was financed, directly or indirectly, by SEC pursuant to the TSA and for which the Vendors have legal and beneficial title.
- (e) **Eastern FF&E:** all tools, signs, furniture, machinery, equipment, personal or moveable property, chattels, furnishings and fixtures including shelves, video cameras and equipment, security systems, inventory control systems, computer systems and servers and related appurtenances, telecommunications systems and related appurtenances, electric light fixtures, elevating devices and equipment, and which are now used or intended to be used, or which were previously used, in connection with the Vendors' occupation and operations on the following leased premises: (i) 603 Park Street, Regina, Saskatchewan, (ii) Units 1-6 Bentall Street, Winnipeg, Manitoba, and (iii) 8-3703 Millar Avenue, Saskatoon, Saskatchewan.
- (f) **Purchased Property:** means, collectively, the Purchased Inventory and the Eastern FF&E.
- (g) **Purchase Price:** the aggregate purchase price for the Purchased Property (the "**Purchase Price**") shall be equal to the sum of (i) the Inventory Purchase Price *plus* (ii) the Eastern FF&E Purchase Price.
- (h) **Payment of Purchase Price:** the Purchase Price shall be satisfied by the Purchaser as follows;
  - (i) as to the Inventory Purchase Price, by the Purchaser assuming the Assumed Liabilities owed by the Vendors to SEC in respect of the Purchased Inventory; and

- (ii) as to the Eastern FF&E Purchase Price, such amount shall be satisfied, in whole or in part, through the payment of immediately available funds to the Monitor (on behalf of the Vendors) and the assumption of certain liabilities of the Vendors.
  - (i) **Assumed Liabilities**: all liabilities owing by the Vendors to SEC in respect of the funds advanced by SEC to purchase the Purchased Inventory.
  - (j) **Representation and Warranties**: The Transaction shall be on an 'as is, where is' basis with no representations or warranties.
  - (k) **Closing Date**: March 17, 2025 unless otherwise agreed to by the Applicants, Purchaser and Monitor.
  - (l) **Outside Date**: 11:59 pm (Calgary time) on June 30, 2025, or such other later date and times as the Applicants and the Purchaser may agree to in writing (with the prior written consent of the Monitor).
  - (m) **Conditions**: Court shall have issued and entered the Approval and Vesting Order.
19. Approval of the APA and Transaction is in the best interests of the stakeholders of the Applicants, and is in accordance with SEC's rights to exercise its option to purchase the Optional Purchased Assets.
20. There has been no unfairness in the parties dealing with the Purchased Property and the Purchaser.

**Extension of Stay Period**

21. The Stay Period in the CCAA proceedings expires on April 30, 2025.
22. The Applicants are seeking an extension of the Stay Period up to and including August 20, 2025. The requested extension of the Stay Period is necessary and appropriate in the circumstances to, among other things:
- (a) enforce a costs order awarded against A&M Enterprise Ltd., Freshslice Holdings Ltd. and RF Franchising Inc.;
  - (b) enforce the summary judgment award granted against Dakin News Systems Inc. d.b.a. INS News;

- (c) for Wallace & Carey to provide services to SEC pursuant to the TSA;
  - (d) to obtain a material rebate entitled to Wallace & Carey for the purchase of various inventory in 2025;
  - (e) to continue to monetize assets for the benefit of the Applicants' stakeholders; and
  - (f) to provide the Applicants, the Purchaser and the Monitor the time to conclude the Transaction, TSA and these CCAA proceedings.
23. The Applicants have been acting and continue to act in good faith and with due diligence. Since the Stay Period was last extended by this Honourable Court on November 25, 2024, the Applicants have been working diligently to, among other things:
- (a) carry on business in the ordinary course;
  - (b) pursue various litigation in respect of accounts receivable and collection of other accounts receivable;
  - (c) pursue and collect accounts receivables;
  - (d) assist the Monitor with the monetization of assets; and
  - (e) provide services to the Purchaser in accordance with the TSA.
24. Pursuant to the terms of the TSA as set out above, SEC is required to fund the operations of Wallace & Carey. It is therefore expected to have sufficient funds to continue operations and activities through to August 20, 2025.
25. CMI is a holding company and does not have any active operations or expenses. Loudon Bros has been wound up and has no costs or expenses going forward.
26. It is just, convenient, necessary, and in the best interest of the Applicants and their stakeholders that the Applicants be afforded the continued protection provided by the CCAA through the extension of the Stay Period.
27. The Monitor supports the extension of the Stay Period as sought by the Applicants.

Release

28. The Applicants are seeking a release in favour of the Released Party for the period November 21, 2023 to August 20, 2025.

29. The Released Party has been instrumental in the CCAA proceedings, and fulfilling the Applicants' obligations under the TSA.
30. Since November 21, 2023, the substantial majority of Wallace & Carey's business has been to provide the transition services to SEC pursuant to the terms of the TSA. As a result of providing services during the TSA, the Applicants remain subject to certain ongoing liabilities.
31. The Release ensures the Released Party is not held responsible for any actions that were taken in furtherance or providing the transition services, or any liabilities and obligations that the Applicants are liable for during the TSA term in the event that SEC fails to fund such obligations in accordance with the TSA.
32. The Release does not apply to claims of fraud, gross negligence or willful misconduct on the part of any Released Parties, and they are subject to the limitations under section 5.1(2) of the CCAA.
33. The Released Party has acted in good faith and with due diligence.
34. The Monitor, SEC, and the Purchaser are in support of the Release.
35. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**Material or evidence to be relied on:**

36. Affidavit of Patrick Carey, sworn February 10, 2025.
37. Fifteenth Report of the Monitor, to be filed.
38. The pleadings and proceedings in the within action.
39. Such further and other materials as counsel may advise and this Honourable Court may permit.

**Applicable Rules:**

40. *Alberta Rules of Court*, Alta Reg 124/2010 including but not limited to rules 1.1-1.3, 6.3(1), 6.9(1)(b), 6.10 and 11.27.



41. Such further and other Rules as counsel may advise and this Honourable Court may permit.

**Applicable Acts and regulations:**

42. *Companies' Creditor Arrangement Act*, RSC 1985, c. C-36, including but not limited to s 36.
43. Such further and other Acts as counsel may advise and this Honourable Court may permit.

**Any irregularity complained of or objection relied on:**

44. None.

**How the application is proposed to be heard or considered:**

45. On the Commercial List, via WebEx before the Honourable Justice R. A. Neufeld.

**WARNING**

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

**SCHEDULE "A"**  
**Proposed Form of Approval and Vesting Order**

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.

APPLICANTS WALLACE & CAREY INC, LOUDON  
BROS LIMITED, and CAREY  
MANAGEMENT INC.

DOCUMENT **APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT MILLER THOMSON LLP  
Barristers and Solicitors  
525 - 8 Ave SW, 43rd Floor  
Calgary, AB T2P 1G1

Attention: James W. Reid / Pavin Takhar  
Telephone: 403.298.2418 / 403.298.2432  
Fax: 403.262.0007  
Email: jwreid@millerthomson.com /  
ptakhar@millerthomson.com

File No.: 0221652.0006

**DATE ON WHICH ORDER WAS PRONOUNCED:** February 21, 2025

**LOCATION WHERE ORDER WAS PRONOUNCED:** Calgary, Alberta

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Justice R. A. Neufeld

**UPON THE APPLICATION** by Wallace & Carey Inc., Loudon Bros. Limited and Carey Management Inc. (collectively, the "**Applicants**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order (the "**Application**"), approving the sale transaction (the "**Transaction**") contemplated by the asset purchase agreement dated as of February 7, 2025 (the "**Sale Agreement**") among the Applicants and 7-

Eleven Distribution Canada Corp. (the “**Purchaser**”) for the sale of the assets described in the Sale Agreement (the “**Purchased Property**”), a copy of the Sale Agreement which is attached as Exhibit “A” to the Affidavit No. 7 of Patrick Carey, sworn February 10, 2025 (the “**Seventh Carey Affidavit**”) and vesting in the Purchaser (or its nominee) the Applicants’ right, title and interest in and to the Purchased Property;

**AND UPON HAVING READ** the Application, the Seventh Carey Affidavit, and the Fifteenth Report of KSV Restructuring Inc. (the “**Monitor**”) in its capacity as court-appointed Monitor dated February [●], 2025;

**AND UPON HEARING** the submissions of counsel for the Applicants, the Purchaser, the Monitor, and such other parties present;

**AND UPON** reviewing the Affidavit of Service of Marica Ceko sworn February [●], 2025;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

**APPROVAL OF TRANSACTION**

2. The Sale Agreement and Transaction are hereby approved and execution of the Sale Agreement by the Applicants is hereby authorized and approved, with such amendments to the Sale Agreement as the Applicants and the Purchaser may agree to with the consent of the Monitor. The performance by the Applicants of their obligations under the Sale Agreement are hereby authorized and approved. The Applicants are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Property to the Purchaser (or its nominee).

## VESTING OF PROPERTY

3. Upon delivery of a Monitor's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Monitor's Closing Certificate**"), all of the Applicants' right, title and interest in and to the Purchased Property listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrance or charges created by the Amended and Restated Initial Order dated June 30, 2023, or any other Order granted in these proceedings;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta, British Columbia, Saskatchewan, Manitoba and Ontario) or any other personal property registry system; and
- (c) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "**Permitted Encumbrances**");

and for greater certainty, this Court orders that all Claims, including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Property are hereby expunged, discharged and terminated as against the Purchased Property.

4. Upon delivery of the Monitor's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of

conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Property subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrars of the Alberta Personal Property Registry, the British Columbia Personal Property Registry, the Saskatchewan Personal Property Registry, the Manitoba Personal Property Registry and the Ontario Personal Property Registry (the “**PPR Registrars**”) shall and are hereby directed to forthwith cancel and discharge any registrations at the registries set out in this paragraph, respectively, (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Applicants in any of the Purchased Property which are of a kind prescribed by applicable regulations as serial-number goods.
5. In order to effect the transfers and discharges described above, this Court directs the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Property of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Property is required for the due execution, delivery and performance by the Applicants of the Sale Agreement.
7. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Property (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Property from and after delivery of the Monitor’s Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Property and may be asserted against the net proceeds from sale of the Purchased Property with the same priority as they had with respect to the Purchased Property immediately prior to the sale, as if the

Purchased Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. Upon completion of the Transaction, the Applicants and all persons who claim by, through or under the Applicants in respect of the Purchased Property, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Property, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Property, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Property, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Property, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
9. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Property for its own use and benefit without any interference of or by the Applicants, or any person claiming by, through or against the Applicants.
10. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Applicants.
11. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Applicants and Purchaser (or its nominee).
12. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Applicants are authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in Applicants' records pertaining to the Applicants' past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Applicants was entitled.

**MISCELLANEOUS MATTERS**

## 13. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the “**BIA**”), in respect of the Applicants, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Applicants; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Property in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 14. The Applicants, the Monitor, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
- 15. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Applicants, the Monitor and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Monitor, as an officer of the Court, as



may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

16. 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;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Monitor's website at:  
<https://www.ksvadvisory.com/experience/case/wallace-and-carey>

and service on any other person is hereby dispensed with.

17. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

**SCHEDULE "A"**  
**FORM OF MONITOR'S CLOSING CERTIFICATE**

COURT FILE NUMBER	2301 - 8305
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	<p>IN THE MATTER OF THE <i>COMPANIES' CREDITORS ARRANGEMENT ACT</i>, RSC 1985, c C-36, as amended</p> <p>AND IN THE MATTER OF THE COMPROMISE OF ARRANGEMENT OF WALLACE &amp; CAREY INC., LOUDON BROS LIMITED, and CAREY MANAGEMENT INC.</p>
APPLICANTS	WALLACE & CAREY INC, LOUDON BROS LIMITED, and CAREY MANAGEMENT INC.
DOCUMENT	<b>MONITOR'S CLOSING CERTIFICATE</b>

ADDRESS FOR SERVICE  
AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice G. A. Campbell of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated June 22, 2023, KSV Restructuring Inc. was appointed as the monitor (the "**Monitor**") of the undertakings, property and assets of Wallace & Carey Inc., Loudon Bros. Limited and Carey Management Inc. (the "**Applicants**").
- B. Pursuant to an Order of the Court dated February 21, 2025, the Court approved the asset and purchase agreement made as of February [●], 2025 (the "**Sale Agreement**") between the Applicants and 7-Eleven Distribution Canada Corp. (the "**Purchaser**"), and approved in form and substance by the Monitor, and provided for the vesting in the Purchaser of the Applicants' right, title and interest in and to the Purchased Property, which vesting is to be effective with respect to the Purchased Property upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Property; (ii) that the conditions to Closing of the Sale Agreement

have been satisfied or waived by the Monitor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

- C. Unless otherwise indicated herein, capitalized terms have the meaning set out in the Sale Agreement.

**THE MONITOR CERTIFIES** the following:

1. The Purchaser (or its nominee) has paid and the Monitor has received the Purchase Price for the Purchased Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing of the Sale Agreement have been satisfied or waived by the Applicants and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

KSV Restructuring Inc. in its capacity as Monitor of Wallace & Carey Inc., Loudon Bros. Limited and Carey Management Inc. and not in its personal or corporate capacity

---

Per:  
Name:  
Title:

**SCHEDULE "B"**  
**PURCHASED PROPERTY**

"Purchased Property" means collectively, the Purchased Inventory and the Eastern FF&E (as defined in the Sale Agreement)

**SCHEDULE "C"**  
**ENCUMBRANCES**

**Manitoba Personal Property Registry:**

<b>Registration No:</b>	<b>Secured Party</b>
202304989809	Wells Fargo Equipment Finance Company

**SCHEDULE "D"**  
**PERMITTED ENCUMBRANCES**

**NIL**

**SCHEDULE "B"**  
**Proposed Form of Stay Extension Order**

Clerk's Stamp:

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.

APPLICANTS WALLACE & CAREY INC, LOUDON BROS LIMITED, and CAREY MANAGEMENT INC.

DOCUMENT **ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MILLER THOMSON LLP  
Barristers and Solicitors  
525-8th Avenue SW, 43<sup>rd</sup> Floor  
Calgary, AB, T2P 1G1

Attention: James W. Reid / Pavin Takhar  
Phone: 403-298-2418 / 403-298-2432  
Email: [jwreid@millerthomson.com](mailto:jwreid@millerthomson.com) / [ptakhar@millerthomson.com](mailto:ptakhar@millerthomson.com)

File No: 0221652.0006

**DATE ON WHICH ORDER WAS PRONOUNCED:** February 21, 2025

**LOCATION WHERE ORDER WAS PRONOUNCED:** Calgary, Alberta

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Justice R. A. Neufeld

**UPON** the application of Wallace & Carey Inc., Loudon Bros Limited, and Carey Management Inc. (collectively, the "**Applicants**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**");



**AND UPON** having read the Application, Affidavit No. 7 of Patrick Carey sworn February 10, 2025, the Fifteenth Report of KSV Restructuring Inc. in its capacity as court-appointed Monitor (the “**Monitor**”) dated February [●], 2025;

**AND UPON** hearing counsel for the Applicants, counsel for the Monitor, and counsel for any other interested parties;

**AND UPON** reviewing the Affidavit of Service of Marica Ceko sworn February [●], 2025;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and this application is properly returnable today.

**DEFINITIONS**

2. Capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them under the Amended and Restated Initial Order of this Court pronounced June 30, 2023 (the “**ARIO**”).

**EXTENSION OF STAY PERIOD**

3. The Stay Period is hereby extended from April 30, 2025, up to and including August 20, 2025.

**RELEASE**

4. On the expiration of the Stay Period, Patrick Carey, in his capacity as the present director of the Applicant as at today’s date, being the “**Released Party**”, shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitations, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or

unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place during the period of November 21, 2023 to August 20, 2025 in respect of any steps taken by the Released Party in accordance with the Transition Services Agreement effective November 21, 2023 and ongoing CCAA proceedings (collectively, the “**Released Claims**”), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Party, provided that nothing in this paragraph 4 shall waive, discharge, release, cancel or bar any claim against the Released Party for fraud, gross negligence, or willful misconduct, or any claims against the director and officer of each of the Applicants that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

#### **MISCELLANEOUS**

5. Service of this Order shall be deemed good and sufficient by 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.

---

Justice of the Court of King's Bench of Alberta