

Clerk's Stamp:



COURT FILE NUMBER 2301 - 08305

COURT COURT OF KING'S BENCH OF ALBERTA C51452

JUDICIAL CENTRE CALGARY May 29, 2024
COM

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

AND 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 DOCUMENT

MILLER THOMSON LLP
Barristers and Solicitors
525 - 8 Ave SW, 43rd Floor
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Attention: James W. Reid / Pavin Takhar

Telephone: 403.298.2418 / 403.298.2432

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ptakhar@millerthomson.com

File No. 0221652.0007

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>May 29, 2024</u>
Time	<u>10:00 a.m.</u>
Where	<u>Calgary Courts Centre (via WEBEX)</u>
Before Whom	<u>The Honourable Justice R. A. Neufeld</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, Wallace & Carey Inc. ("**Wallace & Carey**"), Loudon Bros. Limited ("**Loudon Bros**"), and Carey Management Inc. ("**CMI**", and together with Wallace & Carey and Loudon Bros, the "**Companies**" or the "**Applicants**"), pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36 (the "**CCAA**"), seek an Order, substantially in the form attached hereto as **Schedule "A"**, including, without limitation:
 - (a) abridging the time for service of the Application and the supporting material, if necessary, and deeming service thereof to be good and sufficient; and
 - (b) extending the stay period (the "**Stay Period**") up to and including November 29, 2024, or such other date as this Court may consider appropriate; and
 - (c) such further and other relief as counsel may advise and this Honourable Court deems just and appropriate.

2. The Monitor, KSV Restructuring Inc. (the "**Monitor**") pursuant to the CCAA seeks an Order, substantially in the form attached hereto as **Schedule "B"**, including, without limitation:
 - (a) authorizing and approving the transaction (the "**Transaction**") contemplated under the Equipment Purchase Agreement (the "**Sale Agreement**") between Wallace & Carey and 7-Eleven Canada, Inc. (the "**Purchaser**");
 - (b) authorizing and directing the Applicants and Monitor to take all steps reasonably required to carry out the terms of the Sale Agreement;
 - (c) upon closing of the Transaction, vesting title to the Purchased Assets (defined in the Sale Agreement) in and to the Purchaser;
 - (d) authorizing and approving the Assignment of Lease, Purchaser's Covenant and Landlord Consent Agreement (the "**Lease Assignment Agreement**") between DIR Properties (GP) Inc., Wallace & Carey, CMI and the Purchaser; and
 - (e) granting such further and other relief as counsel may advise and this Honourable Court deems just and appropriate.

3. Capitalized terms used but not otherwise defined shall have the meanings given to such terms in Affidavit No. 4 of Patrick Carey, sworn May 21, 2024.

Grounds for making this application:

Background

4. 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 the Monitor was appointed monitor over the Applicants. The Initial Order was amended and restated on June 30, 2023 (the “**ARIO**”).
5. On August 23, 2023, the Court granted an order (the “**SISP Order**”), among other things, approving the Applicants engagement of Alvarez & Marsal Canada Securities ULC (the “**Financial Advisor**”) as financial advisor, and authorizing the Applicants, with the assistance of the Financial Advisor and the oversight of the Monitor, to conduct a sale and investment solicitation process (the “**SISP**”).
6. On November 17, 2023, the Court granted an approval and vesting order and certain related relief in an ancillary receivership proceeding, related to the SISP Order. The approval and vesting order approved a transaction with the Purchaser as purchaser (the “**SISP Transaction**”).
7. The SISP Transaction contemplates that Wallace & Carey will continue to provide services to the Purchaser pursuant to a transition services agreement for up to a fifteen (15) month period (the “**TSA**”).
8. On February 23, 2024, the Court extended the stay of proceedings up to and including May 31, 2024.

Lease Assignment Agreement

9. Wallace & Carey leases certain warehouse property located at 2226 South Service Road, in the City of Oakville, in the Province of Ontario and surrounding lands (the “**Premises**”), pursuant to a whole building lease made as of May 1, 2001, as same has been assigned, amended, extended, restated, renewed or supplemented from time to time (the “**Lease**”).

10. Since the TSA, the Monitor and the Purchaser have been negotiating an assignment of the Lease and a transaction in respect of Wallace & Carey's assets situated at the Premises. The Monitor and the Purchaser are finalizing the Lease Assignment Agreement, which Wallace & Carey expects to enter into prior to the return of the Application.
11. Pursuant to the Lease Assignment Agreement, Wallace & Carey shall assign and transfer all of its interests, rights and obligations under the Lease to the Purchaser.
12. The purchase price was determined using the methodology set out in the TSA.
13. The Monitor supports entering into the Lease Assignment Agreement.
14. The Lease Assignment Agreement is conditional on Court approval.

Equipment Purchase Agreement

15. In addition to the Lease Assignment Agreement, the Monitor and the Purchaser have negotiated the Sale Agreement. It is expected that Wallace & Carey and the Purchaser will enter into the Sale Agreement prior to the return of the Application.
16. The Purchased Assets consist of all tools, signs, furniture, machinery, equipment, personal or moveable property, chattels, furnishings and fixtures trade fixtures and assigned contracts located at or related to the Premises.
17. The Monitor implemented a fair valuation to determine the purchase price for the Purchased Assets.
18. The price to be paid for the Purchased Assets is commercially reasonable and in the best interests of the Applicants' stakeholders.
19. The Transaction is conditional on Court approval.

Extension of Stay Period

20. The current Stay Period in the CCAA proceedings expires on May 31, 2024.
21. The Applicants are seeking an extension of the Stay Period up to and including November 29, 2024. This extension is largely premised on the need to ensure Wallace & Carey has sufficient time to, among other things:

- (a) enforce the costs orders granted as against A&M Enterprise Ltd. ("**A&M**");
 - (b) enforce any summary judgment award that may be granted against the Freshslice Group of Companies (consisting of A&M, Freshslice Holdings Ltd. and RF Franchising Inc.) regarding outstanding accounts receivable related to the Freshslice Group of Companies' franchisees;
 - (c) continue litigation with Megabox Inc. ("**Megabox**");
 - (d) continue litigation with 0903219 BC Ltd., operating as Pizza Club ("**Pizza Club**");
 - (e) enforce the summary judgment award granted against Dakin News Systems Inc. ("**INS**");
 - (f) pursue other outstanding accounts receivables;
 - (g) facilitate the closing of the Transaction; and
 - (h) for Wallace & Carey to continue to provide services to the Purchaser pursuant to the TSA.
22. The above noted steps are part of the business of Wallace & Carey and support Wallace & Carey's ongoing efforts to monetize assets and repay its obligations to creditors.
23. It is necessary and appropriate for the Applicants to remain subject to the CCAA Proceedings.
24. CMI has had preliminary discussions with the Monitor and certain key stakeholders in the proceeding about its continued involvement in the CCAA proceedings and its potential for exit at this juncture. CMI is supportive of the current request for a stay extension, inclusive of CMI, as these discussions with the Monitor and stakeholders are ongoing and more time is required for the parties to understand each others' respective positions.
25. 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 February 23, 2023, 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;
 - (c) pursue and collect accounts receivables; and
 - (d) Wallace & Carey continues to provide services to the Purchaser in accordance with the TSA.
26. Pursuant to the terms of the TSA, and the Purchaser is required to fund Wallace & Carey. It is therefore expected to have sufficient funds to continue operations and activities through to November 29, 2024.
 27. CMI is a holding company and does not have any active operations or expenses and Loudon Bros has since been wound up and has no costs and expenses going forward.
 28. It is just, convenient, necessary, and in the best interest of the Applicants and their stakeholders that the Applicants be afforded the protection provided by the CCAA and an extension of the Stay Period.
 29. The Monitor supports the extension of the Stay Period as sought by the Applicants.
 30. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

31. Affidavit No. 4 of Patrick Carey sworn May 21, to be filed.
32. The Tenth Report of the Monitor, to be filed.
33. Bench Brief of the Applicants.
34. Such further and other materials as counsel may advise and this Honourable Court may permit.

Applicable Rules:

35. *Alberta Rules of Court*, Alta Reg 124/2010.
36. Such further and other Rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

37. *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, including s. 11.02(2).
38. Such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

39. None.

How the application is proposed to be heard or considered:

40. Via Web-Ex, 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 the 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 (Stay Extension)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MILLER THOMSON LLP
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Calgary, AB, T2P 1G1

Attention: James W. Reid / Pavin Takhar

Phone: 403-298-2418 / 403-298-2432

Email: jwreid@millerthomson.com /
ptakhar@millerthomson.com

File: 0221652.0006

DATE ON WHICH ORDER WAS PRONOUNCED: May 29, 2024

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**");

AND UPON having read the Application, Affidavit No. 4 of Patrick Carey sworn May 21, 2024, the Tenth Report of KSV Restructuring Inc. in its capacity as Monitor (the "**Monitor**") dated May [●], 2024 (the "**Tenth Report**");

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 May [●], 2024;

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 May 31, 2024, up to and including November 29, 2024.
4. 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.

5. 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

SCHEDULE "B"
Proposed Form of the Order

COURT FILE NUMBER 2301 - 08305

Clerk's Stamp

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.

APPLICANT KSV RESTRUCTURING INC.

DOCUMENT **ASSIGNMENT, APPROVAL AND VESTING ORDER – OAKVILLE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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E-mail: joliver@cassels.com / jdietrich@cassels.com

File No.: _____

DATE ON WHICH ORDER WAS PRONOUNCED: May 29, 2024

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

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

UPON THE APPLICATION by KSV Restructuring Inc. in its capacity as Court-appointed monitor of Wallace & Carey Inc. ("**Wallace & Carey**"), Carey Management Inc. ("**CMI**") and Loudon Bros. Limited ("**Loudon Bros**") (the "**Monitor**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order (this "**Order**"), *inter alia*: (i) approving the real property lease assignment transaction (the "**Lease Transaction**") contemplated in an Assignment of Lease, Assignee's covenant and Landlord Consent (the "**Lease Assignment Agreement**") dated as of May 29, 2024 among

DIR Properties (GP) Inc. (the “**Landlord**”) , Wallace & Carey, CMI, , and 7-Eleven Canada, Inc. (“**7-Eleven**”), pursuant to which the interests and obligations of ● under the lease agreement dated ● between ● and ● (the “**Lease**”) are being assigned and assumed by 7-Eleven; and (ii) approving the sale transaction (the “**Equipment Transaction**” and together with the Lease Transaction, the “**Transactions**”) contemplated by an equipment purchase agreement (the “**Equipment Purchase Agreement**” and together with the Lease Assignment Agreement, the “**Agreements**”) between Wallace & Carey and 7-Eleven dated ● and appended to the ● and vesting in 7-Eleven, Wallace & Carey’s right, title and interest in and to the assets described in the Equipment Purchase Agreement (the “**Purchased Assets**”) a copy of which Agreements are attached as Appendices to the Tenth Report of the Monitor, dated ____ (the “**Tenth Report**”).

AND UPON HAVING READ the Application, the Affidavit of Service of ● sworn ●, and the Tenth Report, each filed;

AND UPON HEARING the submissions of counsel for the Monitor and counsel for Wallace & Carey and such other parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE AND DEFINITIONS

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.
2. Any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated June 30, 2023 (the “**Initial Order**”).

APPROVAL OF LEASE ASSIGNMENT AND SALE OF ASSETS

3. The Transactions are hereby approved, and the execution and delivery of the Agreements by Wallace & Carey and CMI (as applicable) is hereby authorized and approved, with such minor amendments as Wallace & Carey and 7-Eleven may agree to with the consent of the Monitor. Wallace & Carey and the Monitor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions and for the conveyance of the Lease and Purchased Assets to 7-Eleven pursuant to the Agreements and the Monitor shall be authorized to take such additional steps in furtherance of its responsibilities under the Agreements.

4. Upon delivery of a Monitor's Certificate to 7-Eleven (the date of such Monitor's Lease Assignment Certificate being the "**Lease Assignment Date**"), substantially in the form attached as Schedule "A" hereto (the "**Monitor's Lease Assignment Certificate**"):

- (a) all of the rights and obligations of Wallace & Carey under the Lease shall be assigned, conveyed, transferred and assumed by 7-Eleven pursuant to section 11.3 of the CCAA and such assignment is valid and binding upon the landlord under the Lease (the "**Landlord**") notwithstanding any restriction or prohibition, if any, contained in the Lease relating to the assignment thereof, including but not limited to, provisions, if any, requiring the consent of or notice for any period in advance of the assignment of the Lease to any party;
- (b) the Indemnity (as defined in the Lease) is released; and
- (c) the Landlord is prohibited from exercising any rights or remedies under the Lease, and shall be forever barred, enjoined and estopped from taking such action, by reason solely of:
 - (i) any defaults arising from the insolvency of Wallace & Carey or any of its affiliates;
 - (ii) the commencement of these CCAA proceedings;
 - (iii) any defaults and/or recapture rights which arise upon the assignment of the Lease to a third party; or
 - (iv) Wallace & Carey having breached a non-monetary obligation under the Lease unless: (i) such non-monetary breach arises or continues after the Lease Assignment Date; (ii) such non-monetary breach is capable of being cured by 7-Eleven; and (iii) 7-Eleven has failed to remedy the non-monetary breach after having received notice of such breach pursuant to the terms of the Lease,

and the Landlord is hereby deemed to waive any defaults relating thereto. For greater certainty, and without limiting the foregoing, the Landlord may not rely on a notice of default sent prior to the Lease Assignment Date to terminate the Lease or exercise any remedy as against 7-Eleven as assignee.

5. Upon delivery of a Monitor's Certificate to 7-Eleven, substantially in the form attached as Schedule "B" hereto (the "**Monitor's Transaction Certificate**" and together with the "**Monitor's Lease Assignment Certificate**", the "**Monitor's Certificates**"):

- (a) all of Wallace & Carey's right, title and interest in and to the Purchased Assets shall vest absolutely in 7-Eleven 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:
- (i) any encumbrances or charges created by the Initial Order; and
 - (ii) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act (Alberta)*, *Personal Property Security Act (Ontario)* or any other personal property registry system;

(all of which, as set out in the foregoing paragraphs 4(b)(i) and 4(b)(ii), are collectively referred to as the "**Encumbrances**") and for greater certainty, this Court orders that all Claims including Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets; provided that: (A) except as set forth in paragraph 4(a) or (c) or as may be otherwise agreed to by 7-Eleven and the Landlord with respect to the Lease, nothing herein shall affect the rights and remedies of the Landlord against 7-Eleven that may arise under or in respect of the Lease from an after the effective date of the Lease Transaction; and (B) the Claims and the Encumbrances referred to herein shall not include permitted encumbrances specifically identified in the Equipment Purchase Agreement (the "**Permitted Encumbrances**"); and

6. The Lease may not be assigned under the Lease Assignment Agreement unless all amounts owing in respect of monetary defaults under the Lease, other than those arising by reason only of Wallace & Carey's insolvency, the commencement of these CCAA proceedings, or Wallace & Carey's failure to perform a non-monetary obligation, are paid on the Lease Assignment Date, or such later date as may be agreed to by the Landlord in writing.

7. Upon delivery of the Monitor's Transaction 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 Transaction 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 7-Eleven clear title to the Purchased Assets subject only to Permitted Encumbrances.

8. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Agreements. Presentment of this Order and the Monitor's Transaction 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 Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

9. 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 Assets is required for the due execution, delivery and performance by Wallace & Carey of the Agreements.

10. For the purposes of determining the nature and priority of Claims, net proceeds from the sale of the Purchased Assets (to be held in a trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after the delivery of the Monitor's Transaction 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 Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Monitor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court.

11. Upon completion of the Equipment Transaction, Wallace & Carey and all persons who claim by, through or under Wallace & Carey in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, 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 Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to 7-Eleven.

12. 7-Eleven shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by Wallace & Carey, or any person claiming by, through or against Wallace & Carey.

13. Upon delivery of a Monitor's Lease Assignment Certificate, 7-Eleven shall be entitled to all of the rights and benefits and subject to all of the obligations as tenant pursuant to the terms of the Lease and registrations thereof and may enter into and upon and hold and enjoy such premises contemplated by the Lease and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with and subject to the terms of the Lease.

14. The Monitor is directed to file with the Court a copy of the Monitor's Certificates forthwith after delivery thereof to 7-Eleven.

15. Wallace & Carey, 7-Eleven, the Monitor 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 Transactions.

16. This Order shall have full force and effect in all provinces and territories in Canada.

17. This Order and all of its provisions are effective as of the date of this Order without the need for entry or filing.

18. 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) 7-Eleven or 7-Eleven'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.

19. 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 LEASE ASSIGNMENT CERTIFICATE

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.

APPLICANT KSV RESTRUCTURING INC.

DOCUMENT **MONITOR'S LEASE ASSIGNMENT CERTIFICATE**

ADDRESS FOR SERVICE CASSELS BROCK & BLACKWELL LLP
AND Suite 3810, Bankers Hall West
CONTACT INFORMATION 888 3rd Street SW
OF Calgary, Alberta T2P 5C5 Canada
PARTY FILING THIS Attention: Jeff Oliver / Jane Dietrich
DOCUMENT Telephone: 403-351-2920
 Email: joliver@cassels.com / jdietrich@cassels.com

RECITALS

A. All undefined terms in this Monitor's Lease Assignment Certificate have the meanings ascribed to them in the Order of the Court of King's Bench of Alberta (the "**Court**") dated May 29, 2024 (the "**Assignment, Approval and Vesting Order**").

B. Pursuant to the Assignment, Approval and Vesting Order, the Court approved (among other things) the Lease Assignment Agreement and provided for the assignment of the Lease to 7-Eleven, which assignment of the Lease is effective upon the delivery by the Monitor to 7-Eleven of a certificate confirming (i) the conditions to assignment as set out in the Lease Assignment Agreement have been satisfied or waived by 7-Eleven and Wallace & Carey, as applicable; and (ii) the assignment has been completed to the satisfaction of the Monitor.

THE MONITOR CERTIFIES the following:

1. 7-Eleven has paid and the Monitor on behalf of Wallace & Carey has received the Assignment Consideration (as defined in the Lease Assignment Agreement) payable pursuant to the Lease Assignment Agreement;

3. The Monitor has received written notice from 7-Eleven and Wallace & Carey that the conditions to assignment as set out in the Lease Assignment Agreement have been satisfied or waived by the parties; and

3. The transaction under the Lease Assignment Agreement has been completed to the satisfaction of the Monitor.

This Monitor's Certificate was delivered by the Monitor at _____ [TIME] on [DATE].

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

By: _____
Name:
Title:

SCHEDULE "B"
FORM OF MONITOR'S TRANSACTION CERTIFICATE

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.

APPLICANT KSV RESTRUCTURING INC.

DOCUMENT **MONITOR'S TRANSACTION CERTIFICATE**

ADDRESS FOR SERVICE CASSELS BROCK & BLACKWELL LLP
AND Suite 3810, Bankers Hall West
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OF Calgary, Alberta T2P 5C5 Canada
PARTY FILING THIS Attention: Jeff Oliver / Jane Dietrich
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RECITALS

A. All undefined terms in this Monitor's Transaction Certificate have the meanings ascribed to them in the Order of the Court of King's Bench of Alberta (the "**Court**") dated May 29, 2024 (the "**Assignment, Approval and Vesting Order**").

B. Pursuant to the Assignment, Approval and Vesting Order, the Court approved the Equipment Purchase Agreement and provided for the vesting in 7-Eleven of Wallace & Carey's right, title and interest in and to the Purchased Assets described in the Equipment Purchase Agreement, which vesting of the Purchased Assets in the Purchaser is effective upon the delivery by the Monitor to 7-Eleven of a certificate confirming (i) the conditions to closing as set out in the Equipment Purchase Agreement has been satisfied or waived by 7-Eleven and Wallace & Carey, as applicable; and (ii) the transaction under the Equipment Purchase Agreement has been completed to the satisfaction of the Monitor.

THE MONITOR CERTIFIES the following:

1. 7-Eleven has paid and the Monitor on behalf of Wallace & Carey has received the Purchase Price (as defined in the Equipment Purchase Agreement) payable pursuant to the Equipment Purchase Agreement;
2. The Monitor has received written notice from 7-Eleven and Wallace & Carey that the conditions to closing as set out in the Equipment Purchase Agreement have been satisfied or waived by the parties; and
3. The transaction under the Equipment Purchase Agreement has been completed to the satisfaction of the Monitor.

This Monitor's Certificate was delivered by the Monitor at _____ [TIME] on [DATE].

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

By: _____
Name:
Title: