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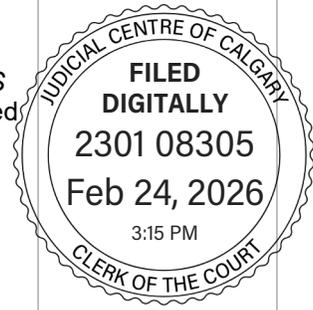
COURT COURT OF KING'S BENCH OF ALBERTA

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.

DOCUMENT **STAY LIFT ORDER - DIGIFLEX**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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Attention: Jeffrey Oliver

File no. 54670-3

DATE ON WHICH ORDER WAS PRONOUNCED: December 15, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

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

UPON the Application (the "**Monitor's Assignment Application**") of KSV Restructuring Inc., in its capacity as the court-appointed Monitor with enhanced powers (in such capacity, the "**Monitor**") of Wallace & Carey Inc. ("**W&C**"), Loudon Bros Limited ("**Loudon**"), and Carey Management Inc. ("**CMI**" and collectively, the "**Companies**") for an order, among other things, assigning the DigiFlex License Agreements (as herein defined at Schedule "A") from W&C and/or Loudon to 7-Eleven Distribution Canada Corporation ("**SEDCC**") or its nominee (the "**Proposed Assignments**"); **AND UPON** the Application (the "**DigiFlex Stay Application**" and together with the Monitor's Application, the "**November Applications**") of DigiFlex Information Systems Inc. ("**DigiFlex**") for, among other things, an order lifting the stay of proceedings (the "**Stay**") *vis a vis* DigiFlex; **AND UPON** the Monitor seeking advice and direction (the "**Advice and Direction Application**") regarding the Reasons for Decision of the Honourable Justice M.A. Marion dated December 15, 2025, under the citation *Wallace & Carey Inc. (Re)*, 2025 ABKB 750 (the "**Reasons**"); **AND UPON** having reviewed the Amended and Restated Initial Order of this Court pronounced June 30, 2023 (the

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"ARIO"); the Ancillary Order granted by the Honourable Justice Hollins dated August 23, 2023 (the "**Ancillary Order**"); the Consent Order with DigiFlex granted by this Court on December 17, 2024 (the "**DigiFlex Consent Order**"); the Monitor's Sixth Report to Court dated November 8, 2023; the Monitor's Fourteenth Report to Court dated December 13, 2024; the Monitor's Seventeenth Report to Court dated August 13, 2025 (the "**Seventeenth Report**"); the Monitor's Supplement to the Seventeenth Report to Court dated August 21, 2025 (the "**Supplement to Seventeenth Report**"); the Monitor's Second Supplement to the Seventeenth Report to Court dated September 11, 2025 (the "**Second Supplement to Seventeenth Report**"); the Monitor's Eighteenth Report to Court dated November 20, 2025 (the "**Eighteenth Report**"); the Monitor's Nineteenth Report to Court dated January 26, 2026 (the "**Nineteenth Report**"); the Affidavit of Joshua Buchanan sworn September 8, 2025; the Affidavit of Jennifer Allen affirmed November 12, 2025; the Affidavit of Jennifer Allen affirmed November 25, 2025; the Affidavit of Mohamad Z. Mardukhi, affirmed November 14, 2025; the Affidavit of Mohamad Z. Mardukhi, affirmed November 25, 2025; the Affidavit of Service of Jennifer Allen affirmed November 26, 2025; and the Affidavit of Service of Angeline Gagnon, sworn November 26, 2025; and the Affidavit of Service of Angeline Gagnon, sworn February 5, 2026; **AND UPON** hearing counsel for the Monitor, counsel for 7-Eleven Canada Inc. ("**SEC**") and SEDCC, and counsel for DigiFlex at the November Applications on November 27, 2025; **AND UPON** judgment of the November Applications being reserved until December 15, 2025; **AND UPON** hearing counsel for the Monitor, counsel for SEC and SEDCC, and counsel for DigiFlex at the Advice and Direction Application, with respect to settling the terms of this Order, on February 5, 2026; **AND UPON** being satisfied that it is appropriate to do so;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. This Order accompanies the Reasons. This Order is to be interpreted with reference to the Reasons.
2. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the ARIO, the Eighteenth Report, or the Nineteenth Report.

SERVICE

3. Service of notice of the Monitor's Assignment Application, DigiFlex's Stay Application, and the Advice and Direction Application and supporting materials in respect of each are hereby declared to be good and sufficient, and time for service of the Monitor's Assignment Application, DigiFlex's Stay Application, and the Advice and Direction Application are abridged to that actually given.

STAY

4. The Stay imposed under the ARIO, as extended by this Court from time to time, and specifically, the restrictions set out in paragraphs 15, 16, 17, 18, and 19 of the ARIO, are hereby lifted as

against W&C and Loudon *vis a vis* DigiFlex to allow DigiFlex to pursue any rights or remedies it may have pursuant to its agreements with W&C and Loudon, including those under the DigiFlex License Agreements, effective as at 11:59 PM (Calgary time) on February 15, 2026 (the "**Stay Lift Date**").

5. For greater certainty, nothing in this Order or Reasons:

- (a) lifts the restrictions set out in paragraphs 15, 16 17, 18 and 19 of the ARIO (the "**Stay Restrictions**") as against CMI or the Monitor (including its counsel, employees, agents, or representatives); and
- (b) prevents DigiFlex from applying to the Court in the future to lift the Stay Restrictions as against CMI or the Monitor (including its counsel, employees, agents or representatives), subject to the limitations of liability for the Monitor pursuant to paragraph 30 of the ARIO.

6. The ARIO, DigiFlex Consent Order, and any other orders in these proceedings are varied, to the extent necessary, to lift the Stay pursuant to paragraph 4 above.

7. For greater certainty, with respect to the DigiFlex Consent Order:

(a) paragraph 3 of the DigiFlex Consent Order shall be amended as follows:

3. DigiFlex shall continue to provide maintenance services ("Maintenance Services") to Wallace & Carey and Loudon Bros Limited in the manner, at the rates and subject to the terms prescribed in their applicable Maintenance Agreement and subject to the terms of the ARIO, until 11:59 PM (Calgary time) on February 15, 2026, or as otherwise agreed upon in writing between the Monitor and DigiFlex.

~~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.~~

(b) paragraph 5 of the DigiFlex Consent Order shall no longer be in effect as of 11:59 PM (Calgary time) on February 15, 2026.

DISMISSAL OF THE REMAINDER OF THE MONITOR'S ASSIGNMENT APPLICATION

8. The portion of the Monitor's Assignment Application seeking dismissal of DigiFlex's Stay Application in its entirety (i.e., the relief sought in paragraph 1(a)(ii) of the Monitor's Assignment Application) is hereby dismissed.

ADJOURNMENT OF THE MONITOR'S ASSIGNMENT APPLICATION

9. The portion of the Monitor's Assignment Application seeking approval of the Proposed Assignments, is hereby adjourned *sine die*.
10. In the event the Monitor's Assignment Application regarding the Proposed Assignments for the purposes of records retention and audit purposes be requested to be heard it shall be scheduled before the Honourable Justice Marion for further consideration. The parties may contact the commercial coordinator to seek directions from Justice Marion on an appropriate procedure for further evidence (if required) and submissions.

COSTS

11. Each party shall bear its own costs pursuant to the DigiFlex Stay Application and the portion of the Monitor's Assignment Application for dismissal of the DigiFlex Stay Application.
12. Costs relating to the Monitor's Assignment Application regarding the Proposed Assignments are deferred pending either agreement among the parties or any future hearing concerning the Proposed Assignments.

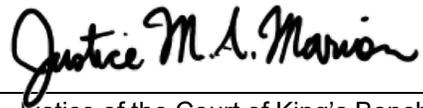
GENERAL

13. For greater certainty, any findings of fact stated in the Reasons are interim findings only and do not create a binding decision with respect to any disputed fact in any other proceeding.

SERVICE OF ORDER

14. Service of this Order shall be deemed good and sufficient by:
- (a) serving the same and the Reasons 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 and the Reasons 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.
15. Service of this Order and Reasons may be effected by facsimile, electronic mail, personal delivery or courier.

A handwritten signature in black ink that reads "Justice M.A. Marion". The signature is written in a cursive, flowing style.

Justice of the Court of King's Bench of Alberta

Schedule "A"

DigiFlex License Agreements

1. ProCLASS/LAZER/NEXUS Software License Agreement between DigiFlex and W&C executed on March 9, 2000;
2. CLASS Software License Agreement between DigiFlex and W&C executed by DigiFlex on June 27, 2003 and W&C on August 12, 2003;
3. ProCLASSB1 Business Intelligence Suite Software License Agreement between DigiFlex and W&C entered into on or about April 23, 2012 (according to Mohamad Mardukhi's November 14, 2025 Affidavit (the "**MM Affidavit**")) and executed by DigiFlex on August 19, 2013 (per copy in W&C files);
4. ProCLASS/CLASS/LAZER Software License Agreement between DigiFlex and Loudon entered into on February 18, 2013 (per the MM Affidavit);
5. ProCLASS/CLASS Software License Agreement Addendum between DigiFlex and Loudon dated May 8, 2014; and
6. ProCLASS/CLASS Software License Agreement Addendum between DigiFlex and Loudon dated June 6, 2014.