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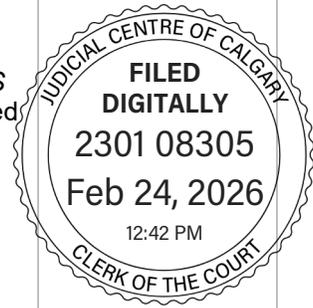
COURT COURT OF KING'S BENCH OF ALBERTA

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 **ORDER – ADJOURNMENT AND LITIGATION SCHEDULE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
Cassels Brock & Blackwell LLP  
Bankers Hall West  
3700, 888 3rd St SW  
Calgary, AB T2P 5C5  
E: [joliver@cassels.com](mailto:joliver@cassels.com)  
P: 403 351 2920

**Attention: Jeffrey Oliver**

File no. 54670-3

**DATE ON WHICH ORDER WAS PRONOUNCED:** February 5, 2026

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

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

**UPON** the Application (the "**Monitor's 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**") seeking an order declaring, among other things, that: (i) any judgment in favour of DigiFlex Information Systems Inc. ("**DigiFlex**") as against W&C and Loudon shall be subordinate to all existing priorities in these CCAA proceedings and unsecured; and (ii) the Monitor be permitted to have read-only access to the ERP Software; **AND UPON** the Cross-Application of DigiFlex Information Systems Inc. ("**DigiFlex**") for an order, *inter alia*, declaring the DigiFlex License Agreements (as defined at Schedule "A" hereto) are terminated (the "**DigiFlex Application**"); **AND UPON** having reviewed the Amended and Restated Initial Order of this Court pronounced June 30, 2023 (the "**ARIO**"); the Monitor's Nineteenth Report to Court dated January 26, 2026 (the "**Nineteenth Report**"); the Affidavit of Mohamad Z. Mardukhi, affirmed January 30, 2026; and the Affidavit of Service of Angeline Gagnon, sworn February 5, 2026; **AND UPON** hearing counsel for the

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Monitor, counsel for 7-Eleven Canada, Inc. and 7-Eleven Distribution Canada Corporation, counsel for DigiFlex and any other counsel for interested parties in attendance on February 5, 2026; **AND UPON** being satisfied that it is appropriate to do so;

**AND UPON CONSIDERING** appropriate interim measures pending the determination of the Monitor's Access Application (as defined below) and DigiFlex's Application; **AND UPON** the representation of DigiFlex to the Court that, in the event the Monitor reinstates DigiFlex's access to the ERP Software before the determination of the Access Application and DigiFlex Application, DigiFlex will not interfere with the Monitor's access or use of the ERP Software or the data of the Companies pending the determination of the Access Application and DigiFlex Application; **AND UPON DECIDING** that it is appropriate to maintain the status quo on an interim without prejudice basis and not order any interim injunctive measures pending the hearing of the Access Application and DigiFlex Application;

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

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

**SERVICE**

2. Service of notice of the Monitor's Application and supporting materials are hereby declared to be good and sufficient, and time for service of the Monitor's Application is abridged to that actually given.

**ADJOURNMENTS**

3. The Monitor's relief requested at paragraphs 1(b)(ii) and (iii) of the Monitor's Application is hereby adjourned *sine die*.
4. The Monitor's relief requested at paragraph 1(b)(iv) of the Monitor's Application is hereby adjourned until March 3, 2026 (the "**Access Application**").
5. The DigiFlex Application is hereby adjourned until March 3, 2026.

## LITIGATION SCHEDULE ORDER

6. The following litigation schedule (the "**Litigation Schedule**") shall apply regarding the Access Application and the DigiFlex Application:
- (a) the Monitor shall provide any additional evidence it intends to rely upon to the Court and to the parties by February 16, 2026 at 4:00 PM (Calgary time);
  - (b) DigiFlex shall provide any additional evidence it intends to rely upon to the Court and to the parties by February 23, 2026 at 4:00 PM (Calgary time);
  - (c) the Monitor shall provide its consolidated brief to the Court and to the parties by February 25, 2026 at 4:00 PM (Calgary time);
  - (d) DigiFlex shall provide its consolidated response brief to the Court and to the parties by February 27, 2026 at 4:00 PM (Calgary time); and
  - (e) the Access Application and DigiFlex Application shall be heard by Justice Marion on March 3, 2026.

## SERVICE OF ORDER

7. 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.
8. 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 "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.