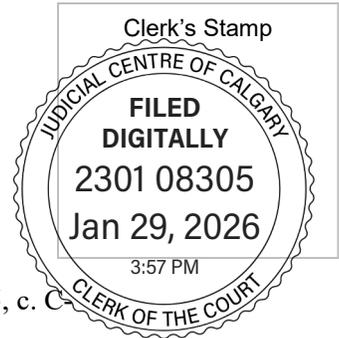


COURT FILE NUMBER 2301-08305
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



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

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

APPLICANT DIGIFLEX INFORMATION SYSTEMS INC.

DOCUMENT **CROSS-APPLICATION OF DIGIFLEX TO
TERMINATE THE W&C SOFTWARE LICENSES**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Burnet, Duckworth & Palmer LLP**
2400, 525 – 8 Avenue SW
Calgary, Alberta T2P 1G1
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Email Address: cnimmo@bdplaw.com / fhogg@bdplaw.com
File No. 79894-1

NOTICE TO RESPONDENTS: See service list here attached as Schedule "A". This application is made against you. You are a respondent. You have the right to state your side of this matter before the Court.

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

Date: February 5, 2026
Time: 10:00 AM
Where: Calgary (via WebEX)
Before Whom: The Honourable Justice Marion

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. Pursuant to s. 11 of the *Companies' Creditors Arrangement Act* (R.S.C., 1985, c. C-36) (the *Act*), and in response to the Monitor's Application filed January 26, 2026, the Applicant, Digiflex Information

Systems Inc. ("**Digiflex**"), seeks an order (the "**Order**") substantially in the form attached hereto as **Schedule "B"**:

- a. if necessary, abridging the time for service of this Application and the supporting materials and declaring service to be good and sufficient;
- b. a declaration that Digiflex has the right to terminate the W&C Software Licenses (as defined herein) with the termination being effective as of February 16, 2026 at 12:00 AM, and accordingly:
 - i. a declaration that Digiflex is permitted to turn off the Digiflex Software (as defined herein) affiliated with the W&C Software Licenses at 12:00 AM on February 16, 2026;
 - ii. a declaration that Digiflex, or its counsel or its representatives, are permitted to enter any premises, on February 16, 2026, or shortly thereafter, where the servers with the Digiflex Software are located, to remove the Digiflex Software and any and all copies thereof;
 - iii. a declaration that the KSV Restructuring Inc., in its capacity as Court-appointed Monitor (the "**Monitor**") of Wallace & Carey Inc. ("**W&C**"), Loudon Bros Limited ("**Loudon**"), and Carey Management Inc. ("**CMI**"), is required to: (i) destroy and erase, or direct the destruction and deletion, of any and all copies of the Digiflex Software, in whatever form or media (including, without limitation, all executable files as well as all associated source and object code), and including whether or not all such copies are stored locally on servers, including the W&C Server (as defined below), or other systems owned or possess by W&C, Loudon, 7-Eleven Inc., 7-Eleven Canada Inc. ("**7-Eleven Canada**") or 7-Eleven Distribution Canada Corp. ("**SEDCC**"); (ii) destroy and erase, or direct the destruction and deletion of, any Digiflex documentation related to the Digiflex Software, including user and reference manuals, whether in hardcopy and electronic formats; and (iii) certify under oath or affirm to items (i), (ii), and also that the Monitor, W&C, Loudon, 7-Eleven Inc., 7-Eleven Canada, SEDCC, and/or any other person or entity has discontinued all use of the Digiflex Software, including without limitation, all executable files as well as all associated source and object code;

- c. in the alternative to the relief sought at 1(b), a declaration that Digiflex is permitted to change the copies of the Digiflex Software affiliated with the W&C Software Licenses, including the Digiflex Software that was installed on the W&C Server, and/or any copies of the Digiflex Software that are in W&C's, Loudon's, 7-Eleven Inc., 7-Eleven Canada's and/or SEDCC's possession, to be read-only, effective as of February 16, 2026 at 12:00 AM, provided that:
 - i. the Monitor agrees to pay Digiflex maintenance fees;
 - ii. the Monitor respects the terms of the W&C Software Licenses, noting that, only the Monitor, in its capacity as management of W&C and Loudon, may use the Digiflex Software on behalf of W&C and Loudon, and will not directly or indirectly give 7-Eleven Inc., 7-Eleven Canada, and/or SEDCC access to or use of the Digiflex Software on 7-Eleven Inc.'s, 7-Eleven Canada and/or SEDCC's behalf; and
 - iii. the Monitor testifies that the Digiflex Software will only be used in read-only mode to access historical databases of W&C's and Loudon's information for the Monitor, in its capacity as management of W&C and Loudon, to comply with W&C and Loudon's statutory and reporting obligations;
- d. the Monitor's Application dated November 20, 2025, seeking the assignment of the W&C Software Licenses (the "**Monitor's Assignment Application**") as it relates to the proposed assignments of the W&C Software Licenses is moot;
- e. dismissing the Monitor's Application submitted January 26, 2026 (the "**Monitor's Direction and Advice Application**") as it relates to:
 - i. a declaration that the Stay is lifted only as against W&C and Loudon *vis a vis* Digiflex, and for greater certainty, the Stay is not lifted as against CMI, the Monitor, or its employees, representatives, or counsel;
 - ii. a declaration that notwithstanding the lifting of the Stay, W&C and Loudon are permitted to use the Digiflex Software for any purpose related to the business and operations of W&C and Loudon given their perpetual license, including for, but without limitation to, maintaining the historical database for the Monitor's purposes of meeting its statutory and other obligations; and

- f. approving the remaining terms of order (the "**Lifting Stay Order**") regarding the application heard by the Honourable Justice Marion on November 27, 2025 (the "**Digiflex Hearing**") and corresponding written decision dated December 15, 2025 (the "**Reasons**");
- g. awarding Digiflex costs in respect of:
 - i. this Application;
 - ii. in responding to the Monitor's Direction and Advice Application; and
 - iii. in responding to the Monitor's Assignment Application;
- h. such further and other relief as counsel may advise and this Honourable Court deems fit.

Grounds for making this application:

Background

- 2. This CCAA Proceeding, involving W&C, Loudon and CMI (the "**Companies**"), began in June 2023. The Companies were formerly in the distribution business but are no longer operating. The Companies and are now under the control of the Monitor.
- 3. As part of this CCAA Proceeding, 7-Eleven Canada purchased some of W&C's assets, including its computer servers that were located at W&C's Calgary warehouse (the "**W&C Server**"). The W&C Calgary warehouse is now the SEDCC Calgary warehouse.
- 4. As part of this asset sale, W&C, CMI, 7-Eleven Canada, and the Monitor entered into a Transition Service Agreement (the "**TSA**"), which came into force on November 21, 2023. Under the TSA, W&C was required to continue to employ certain employees and wind-down third-party customers so that 7-Eleven would be the only go-forward customer of W&C. The original term of the TSA was to be a maximum 15 months but the TSA gave 7-Eleven the option of additional extensions. 7-Eleven sought multiple extensions of the TSA that ultimately extended the term of the TSA to be over two years.
- 5. The extensions that 7-Eleven sought to the TSA were because it wanted continued access to W&C's Enterprise Resource Planning software (the "**Digiflex Software**"). Since 2000, W&C and Loudon have licensed the Digiflex Software from Digiflex through a series of Software License Agreements (the "**W&C Software Licenses**"). The W&C Software Licenses were a "non-transferable, non-exclusive, perpetual License of certain computer application software owned by Digiflex", the main software

being the ProCLASS Distribution Management System. The W&C Software Licenses included the following terms:

- a. **Restricted use rights (section 4).** The W&C Software Licenses were restricted to W&C's "current" business;
 - b. **Right to terminate (section 5).** The W&C Software Licenses permitted Digiflex to terminate the licenses if W&C breached any of its obligations thereunder;
 - c. **Requirement to return or destroy the software upon termination (section 5).** The W&C Software Licenses required W&C to return or destroy all copies of the software to Digiflex;
 - d. **An acknowledgement of copyright ownership (section 12).** W&C acknowledged that Digiflex owned all of the intellectual property associated with the software, including the copyrights; and
 - e. **Non-assignable (section 15).** Neither party was permitted to assign their rights under any license without written consent of the other.
6. W&C has not been acting as a distribution company for some time. However, the Digiflex Software is still being used to actively run a distribution company – 7-Eleven Canada's new Canadian distribution company – SEDCC. Digiflex has alleged that this constitutes a breach of the W&C Software Licenses and is copyright infringement and has commenced a suit for copyright infringement against 7-Eleven Inc., 7-Eleven Canada and SEDCC in the Federal Court of Canada. While a Court has yet to try these allegations, in the Reasons, the Honourable Justice Marion described these allegations as "non-frivolous". The Honourable Justice Marion also declined to make definitive findings of fact with respect to who was using the Digiflex Software and whether such uses were in line with the terms of the W&C Software Licenses and the TSA.
7. Digiflex has not been permitted to terminate the W&C Software Licenses to end the breaches or infringement given that it has been prevented from doing so under the stay in relation to W&C and Loudon under the Amended and Restated Initial Order dated June 30, 2023 (the "**ARIO**"). Therefore, on November 13, 2025, Digiflex brought an application to lift the Stay so that it could immediately terminate the W&C Software Licenses and prevent any further unauthorized use by 7-Eleven Inc., 7-

Eleven Canada and SEDCC ("**Digiflex's Stay Application**"). Digiflex was successful in that the Stay no longer applies to it as of February 15, 2026 at 11:59 PM.

8. Digiflex was also successful in that the Honourable Justice Marion found that the CCAA Proceeding could not be used to continue to transition the business from W&C to 7-Eleven Canada and SEDCC after February 15, 2026, at least as it relates to Digiflex. Justice Marion stated: "To continue the stay and the Digiflex Consent Order *vis a vis* Digiflex beyond that time would no longer be for the purpose of facilitating CCAA restructuring but rather to use the Court's protection to unfairly benefit a purchaser in its ongoing post-restructuring business."

The Monitor previously sought an assignment of the W&C Software Licenses for the benefit of 7-Eleven, which is no longer in play

9. In response to Digiflex's Stay Application, 7-Eleven Canada and SEDCC asked the Monitor to bring an application for an assignment of the W&C Software Licenses from W&C / Loudon to SEDCC. The Monitor's application was supported by a brief from 7-Eleven.
10. At the hearing in November 2025, 7-Eleven advised that it was no longer seeking an assignment of the W&C Software Licenses for the full use of the software (i.e., to run a distribution company). Rather, given that it would have its own ERP software up and running come February 15, 2026, it merely needed a "read-only" license to have access to W&C's historical data for audit and reporting purposes.
11. In the Reasons, the Honourable Justice Marion declined to decide the Monitor's Assignment Application, noting that there did not appear to be a need for it as he had lifted the Stay effective February 15, 2026. The Honourable Justice Marion also noted that, in any event, an assignment no longer appeared necessary as 7-Eleven only wanted access to the Digiflex Software to be able to access historical electronic records. Justice Marion encouraged the parties to come to a commercial resolution without the need for an additional hearing on this issue.
12. On December 19, 2025, counsel for 7-Eleven Canada and SEDCC wrote to counsel for Digiflex and proposed a settlement of the Monitor's Assignment Application, the details of which were: 7-Eleven would pay Digiflex \$200,000 CDN for a read-only license to use the Digiflex Software for historical and auditing purposes; in exchange Digiflex would need to drop the Federal Court lawsuit against 7-

Eleven for copyright infringement. Digiflex declined the offer. Digiflex's counsel advised that it would be in touch after the holidays.

13. On January 7, 2026, counsel for 7-Eleven wrote to counsel for Digiflex and stated: "I have not heard from you since your email below of December 23, over two weeks ago. Given Justice Marion's comments in paragraphs 137 and 138 of his Reasons, we assume this non-engagement means that Digiflex is not interested in a commercial solution. Accordingly, we will be asking the Monitor to ask His Honour to schedule the return of the Section 11.3 assignment motion in the very near future and in any event, before February 15."
14. On January 7, 2026, counsel for Digiflex responded to counsel for 7-Eleven and advised that Digiflex remained open to settlement, but that in any event, an assignment did not appear to be necessary. Counsel for Digiflex also suggested some ways that 7-Eleven could extract historical data from the Digiflex Software, and suggested that the parties schedule a call, with IT personnel from 7-Eleven and Mr. Mardukhi to assess 7-Eleven's wants and needs.
15. Counsel for 7-Eleven never responded to the January 7th email and has not had any further correspondence with counsel for Digiflex since.
16. Neither 7-Eleven nor the Monitor have resurrected the Monitor's Assignment Application.

Digiflex advises that the W&C Software Licenses will be terminated effective as of February 16, 2026 at 12:00 AM

17. The Monitor has been on notice for quite some time that Digiflex seeks to terminate the W&C Software Licenses, including since at least from November 2025 through the Digiflex Stay Application.
18. In addition, on January 16, 2026, counsel for Digiflex wrote to counsel for the Monitor to give the 30 days notice required to terminate the Maintenance Agreements affiliated with the W&C Software Licenses.
19. Further, on January 28, 2026, counsel for Digiflex wrote to counsel for the Monitor in response to the Monitor's Advice and Direction Application to make clear that the Monitor understood that Digiflex's

position was that the W&C Software Licenses would be terminated effective February 16, 2026 at 12:00 AM.

The Monitor is now seeking to use the Digiflex Software, indefinitely, forever, without payment

20. Digiflex has asked the Monitor on more than one occasion whether it would need access to W&C and Loudon's historical data for W&C and Loudon's audit and reporting purposes. The first time was on November 20, 2025, prior to the hearing of Digiflex's Stay Application and the Monitor's Assignment Application. Given that the Monitor had represented that W&C's logistics business had been transferred from W&C to SEDCC in August 2025, Digiflex believed that W&C no longer needed the Digiflex Software to be in active mode and Digiflex asked the Monitor whether it would agree to turn the Digiflex Software into read-only mode. The Monitor did not respond to this letter, but rather, provided it to counsel to 7-Eleven, who described it as: "attempts by Digiflex to restrict and interfere with W&C's access to the computers, systems, servers and databases that utilize the licensed ProClass/LAZER/NEXUS and CLASS ERP software, and the software itself, to carry out W&C's transition services obligations to Seven Eleven in accordance with the Court approved Transition Services Agreement. They are therefore unacceptable to Seven Eleven."
21. The second time Digiflex asked the Monitor about turning the software to read-only mode was in January 2026. Digiflex did so as part of Justice Marion's request that the parties come to an agreement on 7-Eleven's request for a "read-only" license for access to historical information about W&C and Loudon. Given that W&C already had a license for the software, it made more sense to work on the commercial solution using the W&C Software Licenses. Digiflex advised counsel for the Monitor that: "Digiflex understands that your client, KSV (as court-appointed monitor of W&C), may need access to the historical W&C ERP databases for the purposes of potential CRA audits and go forward financial reporting generally. As you know, the current maintenance agreement between W&C and Digiflex runs until February 15, 2026. Should KSV need access to W&C's historical data on a read only basis, post February 15, 2026, please let us know and we will send you an invoice for maintenance fees." Digiflex asked for a response by January 12, 2026. While counsel for the Monitor once advised that it was "reviewing some technical considerations" in response to Digiflex's offer, the Monitor ultimately never provided a response.
22. Subsequently, on January 26, 2026, the Monitor served its Advice and Direction Application, seeking *inter alia*, an order that, despite the Stay Order, the Monitor should be permitted to continue to use the W&C Software Licenses "for any purpose related to the business and operations of W&C and Loudon".

The Monitor does not appear to want the license to be restricted to read-only use, and the Monitor does not want to pay for continued access to the Digiflex Software.

23. The Monitor's request is not in line with the terms of the W&C Software Licenses.
24. First, while the W&C Software Licenses are perpetual, the term "perpetual" does not mean "never-ending", that it can never be terminated, and that it is irrevocable. Rather, the W&C Software Licenses are revocable and can be terminated.
25. Second, to the extent a Digiflex customer wishes to maintain its ERP databases in read-only mode for audit and reporting purposes, the W&C Software Licenses still require the payment of maintenance fees if they wish to keep their databases in the software. This has been the case for Loudon. They have not been operating for years, but still pay maintenance fees to maintain their database for historical purposes. Maintenance fees are required to be paid even when the software is in read-only mode.

The Digiflex Software continues to be used to actively run a distribution company

26. In the Nineteenth Report of the Monitor, dated January 26, 2026, the Monitor advised that: "the Monitor understands that 7-Eleven has now completed the implementation of the Integration Software and that it no longer requires Wallace & Carey to provide the ERP Software to SEC to operate the Logistics Business."
27. This statement implies that no company would be using the ERP Software to operate a distribution company or logistics company: if 7-Eleven no longer needs W&C to provide SEC with the Digiflex Software, it must be using its own ERP software to run its business; and W&C would not be actively using the ERP Software as it has wound-down and the Monitor has advised that the logistics business has been transferred to SEDCC.
28. However, this is not what is shown on Digiflex's systems. Rather, the Digiflex systems reveal that the Digiflex Software that was installed on the W&C Server (that was sold to 7-Eleven Canada) at the W&C Calgary warehouse (now the SEDCC Calgary warehouse) continue to be used daily to run a distribution business.
29. Given the discrepancies, Digiflex has sought clarification from the Monitor on its belief that 7-Eleven has completed its transition in the form of written interrogatories. Counsel for the Monitor has indicated

that it will not be responding to any written interrogatories. Digiflex also seeks to question IT professionals at SEDCC, who were former employees of W&C.

Digiflex's Application

30. Digiflex brings this application in response to the Monitor's Application for Advice and Directions that the Monitor be permitted to use the Digiflex Software, without paying, in active mode, indefinitely.

31. Specifically, Digiflex brings this application to confirm that it is permitted to terminate the W&C Software Licenses to prevent further unauthorized use of the Digiflex Software by 7-Eleven Inc., 7-Eleven Canada, SEDCC and/or W&C. In the alternative, Digiflex seeks a declaration from this Court that it is permitted to turn Digiflex Software to read-only mode. This option should satisfy the Monitor and also assist Digiflex in preventing the unauthorized use of the Digiflex Software.

32. The W&C Software Licenses are revocable and capable of being terminated:

- a. The W&C Software Licenses can be terminated upon a breach;
- b. The W&C Software Licenses have been breached in multiple ways, including by:
 - i. W&C giving 7-Eleven Canada and SEDCC the copy of its Digiflex Software upon the sale of the W&C Server that housed W&C's copy of the Digiflex Software, which is a breach of ss. 11 and 12 of the W&C Software Licenses; and
 - ii. W&C allowing 7-Eleven Canada and SEDCC to use, and to continue to use, the Digiflex Software, which is a breach of ss. 2 and 4 of the W&C Software Licenses.
- c. To the extent the W&C Software Licenses can only be terminated if there are "any amounts owing by Customer to Digiflex" (which is not admitted, but denied), the licenses can be terminated as there are currently amounts owing by W&C to Digiflex; and
- d. There has been a repudiatory and fundamental breach of the W&C Software Licenses such that Digiflex has been deprived of substantially the whole benefit of the W&C Software Licenses.

33. In the alternative, Digiflex is prepared to provide the Monitor, in its capacity as management for W&C and Loudon, with read-only access to the Digiflex Software to provide historical databases for reporting and audit purposes for W&C and Loudon, to the extent the Monitor pays maintenance fees.

Material or evidence to be relied on:

34. Amended and Restated Initial Order pronounced by the Honourable Justice Burns on June 30, 2023.

35. Order pronounced by the Honourable Justice Marion on December 15, 2025.

36. The Application of the Monitor, filed January 26, 2026 (the Advice and Direction Application)

37. The Application of the Monitor, filed November 20, 2025 (the Assignment Application)

38. The Affidavit of Mohamad Mardukhi, affirmed November 14, 2025.

39. The Affidavit of Mohamad Mardukhi, affirmed November 24, 2025.

40. The Affidavit of Mohamad Mardukhi, to be affirmed and filed.

41. The Affidavit of Jennifer Allen, to be affirmed and filed.

42. The Affidavit of Service of Jennifer Allen, to be sworn and filed.

43. The Nineteenth Report of the Monitor dated January 26, 2026.

44. The transcripts of questioning from SEDCC employees Cliff Harrison and Heather Miller, to be filed.

45. Such further and other materials as counsel may advise and this Honourable Court may permit.

Applicable rules:

46. The *Alberta Rules of Court*, Alta Reg 124/2010.

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

Applicable Acts and regulations:

48. *Company Creditors Arrangement Act*, RSC 1985, c C-36.

49. Such further and other Acts as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

50. None.

How the application is proposed to be heard or considered:

51. Before the Honourable Justice Marion on the Commercial List, via Webex.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the 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

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 OR ARRANGEMENT OF WALLACE & CAREY INC., LOUDON BROS LIMITED, and CAREY MANAGEMENT INC.

DOCUMENT

Service List
(Updated December 30, 2025)

| PARTY | METHOD OF DELIVERY | ROLE / INTEREST |
|---|--------------------|-------------------|
| <p>WALLACE & CAREY INC. LOUDON BROS LIMITED, AND CAREY MANAGEMENT INC. 5445 8th St NE Calgary, AB T2K 5R9 Canada</p> <p>Pat Carey Tel: 403.295.7360 Email: careyp@careymgmt.com</p> | <p>Email</p> | <p>Applicants</p> |

| PARTY | METHOD OF DELIVERY | ROLE / INTEREST |
|--|--------------------|---------------------------|
| <p>MILLER THOMSON LLP 3000, 700 - 9th Avenue SW Calgary, Alberta, T2P 3V4, Canada</p> <p>James Reid Tel: 403.298.2418 Email: jwreid@millerthomson.com</p> <p>Larry Ellis Tel: 416.595.8639 Email: lellis@millerthomson.com</p> <p>David Ward Tel: 416.595.8625 Email: dward@millerthomson.com</p> <p>Sam Massie Tel: 416.595.8641 Email: smassie@millerthomson.com</p> <p>Pavin Takhar Tel: 403.298.2432 Email: ptakhar@millerthomson.com</p> | Email | Counsel to the Applicants |
| <p>KSV RESTRUCTURING INC. 220 Bay Street, 13th Floor, PO Box 20, Toronto, Ontario, M5J 2W4</p> <p>Bobby Kofman Tel: 416.932.6228 Email: bkofman@ksvadvisory.com</p> <p>David Sieradzki Tel: 416.932.6030 Email: dsieradzki@ksvadvisory.com</p> <p>Jason Knight Tel: 403.589-3225 Email: jknight@ksvadvisory.com</p> | Email | Monitor |
| <p>CASELS BROCK & BLACKWELL LLP Suite 3810, Bankers Hall West 888 3rd Street SW Calgary, AB T2P 5C5 Canada</p> <p>Jeffrey Oliver Tel: 403 351 2921 Email: joliver@cassels.com</p> | Email | Counsel to the Monitor |

| PARTY | METHOD OF DELIVERY | ROLE / INTEREST |
|--|--------------------|--|
| <p>CANADIAN IMPERIAL BANK OF COMMERCE Commerce Court West 199 Bay Street - 4th Floor Toronto, ON M5L 1A2 Canada Email: mailbox.x_sec_mail@cibc.com</p> <p>Geoff Golding Email: geoff.golding@cibc.com</p> <p>Steven Filippi Email: steven.filippi@cibc.com</p> <p>Anthony Tsuen Tel: 416.318.9667 Email: Anthony.Tsuen@cibc.com</p> | <p>Email</p> | <p>Secured Creditor PPR Registrant</p> |
| <p>NORTON ROSE FULBRIGHT CANADA LLP 222 Bay Street, Suite 3000, P.O. Box 53 Toronto, ON, M5K 1E7 Canada</p> <p>David Amato Tel: 416.216.1861 Email: david.amato@nortonrosefulbright.com</p> <p>Evan Cobb Tel: 416.216.1929 Email: evan.cobb@nortonrosefulbright.com</p> <p>Matthew Lippa Tel: 416.216.3942 Email: matthew.lippa@nortonrosefulbright.com</p> | <p>Email</p> | <p>Counsel to Canadian Imperial Bank of Commerce</p> |
| <p>PRICEWATERHOUSECOOPERS INC. Suncor Energy Centre, East Tower 3100 - 111 5th Avenue SW Calgary AB T2P 5L3</p> <p>Jonathan Reimche Tel: 403.509.7359 Email: jonathan.p.reimche@ca.pwc.com</p> | <p>Email</p> | <p>Financial advisor to Canadian Imperial Bank of Commerce</p> |
| <p>MCCARTHY TÉTRAULT LLP 421 7th Avenue SW - Suite 4000 Calgary AB T2P 4K9 Canada</p> <p>Sean Collins Tel: 403.260.3531 Email: scollins@mccarthy.ca</p> <p>Pantelis Kyriakakis Tel: 403.260.3536 Email: pkiriakakis@mccarthy.ca</p> | <p>Email</p> | <p>Counsel to Canadian Western Bank</p> |

| PARTY | METHOD OF DELIVERY | ROLE / INTEREST |
|---|--------------------|--|
| <p>SPRUCE IT UP GARDEN CENTRE INC. c/o Dentons (Canada) LLP 1500, 850 – 2 Street SW Calgary, AB T2P 0R8</p> <p>Derek Pontin Email: derek.pontin@dentons.com</p> | <p>Email</p> | <p>Counsel for Spruce It Up Garden Centre Inc.</p> |
| <p>TORYS LLP 4600 Eighth Avenue Place 525 – 8th Avenue SW Calgary, AB T2P 1G1</p> <p>Kyle Kashuba Email: kkashuba@torys.com</p> | <p>Email</p> | <p>Counsel to the Bank of Nova Scotia</p> |

| GOVERNMENTAL AGENCIES | | |
|--|----------------|-----------------------------------|
| <p>CANADA REVENUE AGENCY Surrey National Verification and Collection Centre 9755 King George Boulevard Surrey BC V3T 5E1</p> <p>Tel: 1.866.891.7403 Fax: 1.833.697.2389</p> | <p>Courier</p> | <p>Potential Interested Party</p> |
| <p>TAX AND REVENUE ADMINISTRATION Alberta Treasury Board and Finance 9811 109 Street Edmonton, Alberta T5K 2L5</p> <p>Tel: 780-427-3044 Email: tra.revenue@gov.ab.ca tbf.sco@gov.ab.ca</p> <p>Ulrich Drachenberg Email: Ulrich.Drachenberg@gov.ab.ca</p> <p>cc :</p> <p>Alberta Justice:</p> <p>Rachelle Sorgiovanni Rachelle.Sorgiovanni@gov.ab.ca</p> <p>Lisa Friesenhan lisa.friesenhan@gov.ab.ca</p> <p>TBF.Insolencies@gov.ab.ca</p> | <p>Email</p> | <p>Creditor</p> |

| GOVERNMENTAL AGENCIES | | |
|---|--------------|-----------------|
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SCHEDULE B

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

Clerk's
Stamp

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 DIGIFLEX INFORMATION SYSTEMS INC.

DOCUMENT **ORDER**

ADDRESS FOR **Burnet, Duckworth & Palmer LLP**
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PARTY FILING THIS Phone Number: (403) 260-0102
DOCUMENT Fax Number: (403) 260-0332
Email Address: cnimmo@bdplaw.com
File No. 79894-1

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 "**Assignee**") (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** DigiFlex bringing a Cross-Application in response to the Advice and Direction Application for an order, *inter alia*, declaring the DigiFlex License Agreements terminated upon the lifting of the Stay (the "**Termination Application**"); **AND UPON** having reviewed the Amended and Restated Initial Order of this Court pronounced June 30, 2023 (the "**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 November 20, 2025 (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 Jennifer Allen affirmed [X], 2026; the Affidavit of Mohamad Z. Mardukhi, affirmed November 14, 2025; the Affidavit of Mohamad Z. Mardukhi, affirmed November 25, 2025; the Affidavit of Mohamad Z. Mardukhi, affirmed [X], 2026; the transcripts from the questioning of Cliff Harrison on [X], 2026; the transcripts from the questioning of Heather Miller on [X], 2026; the Monitor's Answers to Written Interrogatories dated [X], 2026; the Affidavit of Service of Jennifer Allen affirmed November 26, 2025; the Affidavit of Service of Jennifer Allen affirmed [X], 2026; the Affidavit of Service of Angeline Gagnon, sworn November 26, 2025; and the Affidavit of Service of Angeline Gagnon, sworn [X], 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** judgement 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 and the Termination Application 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 or the Eighteenth Report.

SERVICE

3. Service of notice of the Monitor's Assignment Application, DigiFlex's Stay Application, the Monitor's Advice and Direction Application and DigiFlex's Termination Application and supporting materials are hereby declared to be good and sufficient, and time for service of the Monitor's Assignment Application, DigiFlex's Stay Application, the Monitor's Advice and Direction Application and DigiFlex's Termination 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. 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 of this Order.
6. 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 in the manner, at the rates and subject to the terms prescribed in 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.

DIGIFLEX'S TERMINATION APPLICATION

7. DigiFlex has the right to terminate the DigiFlex License Agreements, and the termination shall be effective as of February 16, 2026, at 12:00 AM. DigiFlex is permitted to turn off the DigiFlex Software associated with the DigiFlex License Agreements at 12:00 AM on February 16, 2026.
8. DigiFlex, or its counsel or its representatives, are permitted to enter the premises, on February 16, 2026, or shortly thereafter, where the servers with the DigiFlex Software are located, to remove the DigiFlex Software and any and all copies thereof.
9. The Monitor is required to: (i) destroy and erase, or direct the destruction and deletion, of any and all copies of the DigiFlex Software, in whatever form or media (including, without limitation, all executable files as well as all associated source and object code), and including whether or not all such copies are stored locally on servers, including the W&C Server, or other systems owned or possessed by W&C, Loudon, 7-Eleven Inc., 7-Eleven Canada or SEDCC; (ii) destroy and erase, or direct the destruction and deletion of, any DigiFlex documentation related to the DigiFlex Software, including user and reference manuals, whether in hardcopy and electronic formats; and (iii) certify under oath or affirm to items (i), (ii), and also that the Monitor, W&C, Loudon, 7-Eleven Inc., 7-Eleven Canada, SEDCC, and/or any other person or entity has discontinued all use of the DigiFlex Software, including without limitation, all executable files as well as all associated source and object code.

THE MONITOR'S ASSIGNMENT APPLICATION

10. 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 Application) is hereby dismissed.
11. Given that the DigiFlex License Agreements will be terminated as February 16, 2026, at 12:00 AM, the Monitor's Assignment Application as it relates to the Proposed Assignment is now moot.

COSTS

12. 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 Application.
13. Costs relating to the Monitor's Assignment Application regarding the Proposed Assignments are awarded to DigiFlex.
14. Costs related to the Monitor's Advice and Direction Application are awarded to DigiFlex.
15. Costs related to the DigiFlex Termination Application are awarded to DigiFlex.
16. If the parties are unable to reach an agreement on the costs owed to DigiFlex (in relation to the Monitor's Assignment Application, the DigiFlex Termination Application, and the Monitor's Advice and Direction Application), within one month from the issuance of this order, the parties may contact the office of the Honourable Justice Marion to set a process for the determination of costs.

GENERAL

17. 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

18. 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.
19. Service of this Order and Reasons may be affected 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.