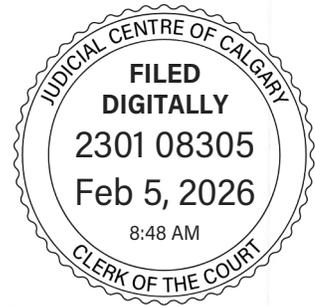


COURT FILE NUMBER 2301 - 08305  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
IN THE MATTER OF THE COMPANIES'  
CREDITORS ARRANGEMENT ACT, RSC 1985, c  
C-36, as amended  
AND IN THE MATTER OF THE COMPROMISE  
OF ARRANGEMENT OF WALLACE & CAREY  
INC., LOUDON BROS. LIMITED, and CAREY  
MANAGEMENT INC.

Clerk's Stamp



APPLICANTS KSV RESTRUCTURING INC. in its capacity as court-appointed Monitor of WALLACE & CAREY INC, LOUDON BROS LIMITED, and CAREY MANAGEMENT INC.

**DOCUMENT SECRETARIAL AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
Cassels Brock & Blackwell LLP  
Suite 3810, Bankers Hall West  
888 3<sup>rd</sup> Street SW  
Calgary, Alberta, T2P 5C5  
Telephone: (403) 351-2920  
Facsimile: (403) 648-1151  
Email: [joliver@cassels.com](mailto:joliver@cassels.com)

File No.: 054670-3

Attention: Jeffrey Oliver

**AFFIDAVIT OF: ANGELINE GAGNON**

**SWORN ON: February 4, 2026**

I, Angeline Gagnon, of the City of Calgary, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am employed as a Legal Assistant with the firm of Cassels Brock & Blackwell LLP ("**Cassels**"), counsel to KSV Restructuring Inc. ("**KSV**") in its capacity as court-appointed Monitor over Wallace & Carey Inc. Loudon Bros Limited, and Carey Management Inc. (in such capacity, the "**Monitor**"). As such, I have personal knowledge of the matters hereinafter deposed to, except where stated to be based on information and belief, in which case I believe the same to be true.
2. Attached hereto and marked as **Exhibit "A"** is a copy of with prejudice email communications between our office and Ms. Chelsea Nimmo of Burnet, Duckworth & Palmer LLP, counsel to DigiFlex Information Systems Inc., from January 30, 2026 to February 3, 2026.

3. I swear this Affidavit with respect to the Monitors' Application, and for no other or improper purpose.

SWORN BEFORE ME at the City of Calgary, in the )  
Province of Alberta, this 4<sup>th</sup> day of February, 2026 )



\_\_\_\_\_  
Commissioner for Oaths/Notary Public in and for )  
Alberta )



\_\_\_\_\_  
ANGELINE GAGNON

**HETVI NIMESH BHATT**  
A Commissioner for Oaths in and for Alberta  
My appointment expires on September 21, 20**27**

This is Exhibit "A" to the Affidavit of **Angeline Gagnon**, sworn this 4<sup>th</sup> day of **February, 2026**



A Commissioner for Oaths / Notary Public  
In And For Alberta

**HETVI NIMESH BHATT**

A Commissioner for Oaths in and for Alberta  
My appointment expires on September 21, 2027

## Gagnon, Angeline

---

**From:** Chelsea Nimmo <cnimmo@bdplaw.com>  
**Sent:** Tuesday, February 03, 2026 1:48 PM  
**To:** Oliver, Jeffrey; Wiest, Kamryn  
**Cc:** Florence Hogg  
**Subject:** RE: [EXT] In the matter of the Compromise or Arrangement of Wallace & Carey Inc. ("W&C") Loudon Bros Limited and Carey Management Inc. / Court File Number 2301-08305

**CAUTION: External Email**

### WITH PREJUDICE

Thank you for your response, Jeffrey.

See comments in **bold** below.

Yours truly,  
Chelsea

**Chelsea Nimmo**  
**Counsel**

P: 403.260.0102  
C: 403.620.1565  
2400, 525 - 8th Avenue SW, Calgary, AB T2P 1G1  
[bdplaw.com](http://bdplaw.com)



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---

**From:** Oliver, Jeffrey <joliver@cassels.com>  
**Sent:** Tuesday, February 03, 2026 12:17 PM  
**To:** Chelsea Nimmo <cnimmo@bdplaw.com>; Wiest, Kamryn <kwiest@cassels.com>  
**Cc:** Florence Hogg <fhogg@bdplaw.com>  
**Subject:** RE: [EXT] In the matter of the Compromise or Arrangement of Wallace & Carey Inc. ("W&C") Loudon Bros Limited and Carey Management Inc. / Court File Number 2301-08305 [IMAN-LEGAL.FID4364182]

### WITH PREJUDICE

Chelsea,

We have reviewed each of your emails received yesterday, and at this point, there doesn't seem to be much purpose to further discussion, as you'll see below it is unlikely we'll be able to come to further agreements, and our time is best focused on preparing for the hearing. These are in the order in which you raised them:

1. The fees your client is asking from the Monitor are outrageous and unjustified. The Monitor does not require services for six years. The Monitor is prepared to pay for maintenance services, if required, at contract rates, which is consistent with the basis on which services are provided during a CCAA proceeding and pursuant to the ARIO. The Licence Agreement, by its terms, patently does not require that such services be provided or paid for, unless services are actually provided. We remind you that as a participant in CCAA proceedings, your client has an obligation to act in good faith, and these demands raise questions as to whether your client is improperly leveraging its position to extract value from bona fide creditors of the Applicants. We will be making submissions to the Court explaining why the Monitor should be permitted to continue using its Perpetual License in read only mode without ongoing maintenance services or related fees, unless such services are required. Should the Court order that these fees must be paid, we will, of course, comply, by paying for these services as the contracted rates. But we are not interested in wasting time negotiating further. **I was advised that the statutory requirements are 6 years for audits, and was told by your colleague you would need them for 6 years. I believe the correspondence demonstrates that Digiflex has been prepared to negotiate the Monitor's access to the software upon the lifting of the stay. The fees that we proposed are significantly discounted: 50% from what W&C / Loudon has already been paying, and Loudon has been in read-only access. I fail to see how this is extracting leverage, when Digiflex is offering the Companies a price lower than what the Companies already pay. We are not raising prices under the license, we are lowering them. If the companies need access to the software, they need to pay for it. I understand that the CCAA permits crucial suppliers to be paid. If the Companies need access to the software, then they need to pay for it.**
2. The Monitor does not agree to any award of costs. There is absolutely no justification in a CCAA proceeding of this nature for them. On top of it, your cross application was unnecessary as the Monitor was seeking advice and direction, and all issues could have been addressed within that process. Additionally, and in any event, the parties were going to appear before the Court regarding the maintenance fees regardless, as we seem to have completely different views on the matter. Your client's increasingly aggressive conduct is driving up the cost of this proceeding in a very significant way, as we are being forced to deal with improper and unjustified threats on these items repeatedly. Please take guidance from your insolvency colleagues. **Your initial request for unlimited access to use the software after February 15, 2026, was a significant threat to my client's intellectual property rights, and he understandably does not want to give up control over his software "for any purpose". It was only fair that my client respond by requesting the rights be terminated. The correspondence shows that I was hopeful we could avoid another contested court application, and I had understood that we were veering in that direction. As I advised you yesterday, I am aware that costs are not usually awarded in CCAA proceedings, and that they would not be awarded against the Monitor. My rationale on costs was because I understand that SEC is responsible for paying the Monitor's and its counsel's professional fees, and SEC asked the Monitor to bring the Assignment Application. As advised, I will be asking 7-Eleven to pay for Digiflex's Costs with respect to the Proposed Assignment application directly, instead of going through the Monitor.**

3. The Stay is still in place until February 16 at 12:00AM. Accordingly, DigiFlex cannot pursue any rights or remedies or otherwise declare the DigiFlex License Agreement be terminated, whether as a result of a VPN issue or otherwise. It is our understanding that SEC has completed its transition, but requires access to generate its final monthly reports required by SEDCC and the Monitor to reconcile, among other things, TSA accounting and tax obligations. Further, we understand that SEC and SEDCC will not reinstate access to DigiFlex prior to the lifting of the Stay as they have concerns that DigiFlex might change information or access requirements which would significantly prejudice SEC/SEDCC in these final stages. The VPN access will be re-enabled to provide the Monitor read-only access once the Stay is lifted. If you have any issue with that, take it up with 7-Eleven, not the Monitor. **Apologies, these questions were not directed to the Monitor, as capacity as the Monitor, they were directed to Wallace & Carey. Justice Marion has granted the stay on the basis that Wallace & Carey are the ones in control of the software. However, from this answer, I understand that that is not the case. The License Agreements are with W&C, not 7-Eleven. Therefore, any access requests should be directed to W&C, not 7-Eleven.**
4. Stay restrictions - We confirm that we will leave this as agreed upon.
5. Priorities – We plan to proceed as we originally planned.

Attached is the order for which we intend to seek approval.

We do not see any purpose to further negotiation. **Thank you for clarifying.**

Thank you,

**Cassels** | **JEFFREY OLIVER** (HE/HIM/HIS)  
Partner  
t: +1 403 351 2921  
e: [joliver@cassels.com](mailto:joliver@cassels.com)

Cassels Brock & Blackwell LLP | [cassels.com](http://cassels.com)  
Suite 3700, Bankers Hall West, 888 3rd Street SW  
Calgary, AB T2P 5C5 Canada  
Services provided through a Professional Corporation.

**From:** Chelsea Nimmo <[cnimmo@bdplaw.com](mailto:cnimmo@bdplaw.com)>  
**Sent:** Monday, February 02, 2026 1:49 PM  
**To:** Oliver, Jeffrey <[joliver@cassels.com](mailto:joliver@cassels.com)>; Wiest, Kamryn <[kwiest@cassels.com](mailto:kwiest@cassels.com)>  
**Cc:** Florence Hogg <[fhogg@bdplaw.com](mailto:fhogg@bdplaw.com)>  
**Subject:** RE: [EXT] In the matter of the Compromise or Arrangement of Wallace & Carey Inc. ("W&C") Loudon Bros Limited and Carey Management Inc. / Court File Number 2301-08305

**CAUTION:** External Email

**WITH PREJUDICE**

Hi Kamryn,

Thank you for your call this morning. I am hopeful that we can come to an agreement on both the Monitor's Advice and Direction Application as well as Digiflex's Termination Application on the following basis:

1. **KSV will have read-only access to the W&C and Loudon ERP databases and continue to pay maintenance fees.** Digiflex is prepared to decrease the current maintenance fees by 50% a year, and a further 30% if you pay upfront for all 6 years:
  - a. **Fees for W&C.** The last full-year charge for W&C maintenance was \$153,175.20. A 50% discount will make that \$76,587.60 per year, or additional discounted by 30% to be a total of \$321,667.92 for 6 years.
  - b. **For Loudon.** The last full-year charge for Loudon maintenance was \$17,625.00. A 50% discount will make that \$6,812.50 per year, or additional discounted by 30% to be a total of \$37,012.50 for 6 years.
  - c. Kindly note that these numbers do not consider inflation or the typical annual adjustments that are required.
  - d. Digiflex also requests that the Outstanding Amounts it is owed (as detailed in Mr. Mardukhi's evidence served Friday) be paid, with interest.
2. **Costs on the Monitor's Assignment Application, the Termination Application, and the Advice and Direction Application.** The Assignment Application has not been resurrected and appears to be unnecessary. Further, both the Advice and Direction Application and the Termination Application appear to be issues that the parties could have addressed on a phone call, which I had offered numerous times. Instead, my client has been forced to spend additional legal fees this past week to respond to the Monitor's request for a very broad order to continue to use the software on any basis, without further payment. If you agree to this, we can include a statement in the Order that the Monitor will pay Digiflex its costs in respect of these three applications, with the parties first trying to resolve the quantum by way of agreement, and can seek Justice Marion's advice if they cannot agree within one month.
3. **Date to start the read-only access.** Further to my note below, given that Digiflex's VPN has been disabled, we considered the W&C License Agreements to be terminated immediately as of the time the VPN was disabled, and that Digiflex is no longer required to continue to provide maintenance services to Wallace & Carey and/or Loudon pursuant to the Consent Order until February 15, 2026. With no access, Digiflex is not in a position to be able to provide such maintenance services to Wallace & Carey and/or Loudon. Further, considering the Monitor has advised that W&C has completed its transition to SEC / SEDCC, there is no further need for W&C's copy of the Digiflex ERP Software to be in active mode. Finally, we trust that Mr. Mardukhi's evidence served Friday has satisfied your client that all of the Monitor's requirements can be met in read-only mode. We therefore ask that Digiflex's VPN access be restored immediately so that we can turn the software to read-only mode. To the extent it is not restored immediately, please advise:
  - a. Why the VPN access has been disabled?
  - b. Who disabled the VPN?
  - c. If you will not restore the VPN immediately, when will it be enabled?
  - d. If you will not restore the VPN immediately, why?
  - e. If read-only mode is not acceptable, please advise why?
  - f. Please confirm that the Designated Server is located at the offices of SEDCC, and that SEDCC / SEC is the company that has ultimate control of the copy of Digiflex's software at this time.
4. **Stay Restrictions Against the Monitor, CMI and its Counsel.** We will agree to your revised section 5 in the draft order circulated by Cassels on Thursday at 4:10 PM.
5. **Enforcement of Priorities.** I am looking into something on this point and will get back to you.
6. **Addition on use of ERP software.** Thank you for proposing a condition that would limit the use of the software, to ensure that it will not be used to run a distribution company. We will likely revise your proposed addition slightly, and propose a few more ancillary protections for our client around the same.

We look forward to hearing from you as soon as possible on the above. Happy to jump on another call if that would be helpful.

Thanks,  
Chelsea

**Chelsea Nimmo**  
**Counsel**

P: 403.260.0102  
C: 403.620.1565  
2400, 525 - 8th Avenue SW, Calgary, AB T2P 1G1  
[bdplaw.com](http://bdplaw.com)



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**From:** Chelsea Nimmo  
**Sent:** Sunday, February 01, 2026 4:51 PM  
**To:** Oliver, Jeffrey <[joliver@cassels.com](mailto:joliver@cassels.com)>  
**Cc:** Wiest, Kamryn <[kwiest@cassels.com](mailto:kwiest@cassels.com)>; Florence Hogg <[fhogg@bdplaw.com](mailto:fhogg@bdplaw.com)>  
**Subject:** RE: [EXT] In the matter of the Compromise or Arrangement of Wallace & Carey Inc. ("W&C") Loudon Bros Limited and Carey Management Inc. / Court File Number 2301-08305

Thank you for your response. We are sorry for your loss.

**Chelsea Nimmo**  
**Counsel**

P: 403.260.0102  
C: 403.620.1565  
2400, 525 - 8th Avenue SW, Calgary, AB T2P 1G1  
[bdplaw.com](http://bdplaw.com)



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**From:** Oliver, Jeffrey <[joliver@cassels.com](mailto:joliver@cassels.com)>  
**Sent:** Sunday, February 01, 2026 4:49 PM  
**To:** Chelsea Nimmo <[cnimmo@bdplaw.com](mailto:cnimmo@bdplaw.com)>

Cc: Wiest, Kamryn <[kwiest@cassels.com](mailto:kwiest@cassels.com)>; Florence Hogg <[fhogg@bdplaw.com](mailto:fhogg@bdplaw.com)>

Subject: Re: [EXT] In the matter of the Compromise or Arrangement of Wallace & Carey Inc. ("W&C") Loudon Bros Limited and Carey Management Inc. / Court File Number 2301-08305

It is a Sunday and I am at a funeral so your client will need to wait until I have time to obtain instructions

**Cassels**

**JEFFREY OLIVER** (HE/HIM/HIS)

Partner

t: +1 403 351 2921

e: [joliver@cassels.com](mailto:joliver@cassels.com)

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Suite 3700, Bankers Hall West, 888 3rd Street SW  
Calgary, AB T2P 5C5 Canada  
Services provided through a Professional Corporation.

---

From: Chelsea Nimmo <[cnimmo@bdplaw.com](mailto:cnimmo@bdplaw.com)>

Sent: Sunday, February 1, 2026 4:20:02 PM

To: Oliver, Jeffrey <[joliver@cassels.com](mailto:joliver@cassels.com)>

Cc: Wiest, Kamryn <[kwiest@cassels.com](mailto:kwiest@cassels.com)>; Florence Hogg <[fhogg@bdplaw.com](mailto:fhogg@bdplaw.com)>

Subject: FW: [EXT] In the matter of the Compromise or Arrangement of Wallace & Carey Inc. ("W&C") Loudon Bros Limited and Carey Management Inc. / Court File Number 2301-08305

**CAUTION: External Email**

Hi Jeffrey,

I hope you are having a good weekend.

Digiflex has informed me that it no longer has VPN access to the copy of the Digiflex Software that is installed on the server at the Wallace & Carey offices (the **Designated Server**), which we understand is now the SEDCC offices. We assume that this means that Wallace & Carey no longer wants to use the copy of the Digiflex Software, in any format: read-only or active, and that there is an agreement between the two parties that all of the W&C Software Licenses have been terminated.

**(1) Destroy, Certify and Permit Digiflex to Confirm that the Software Has Been Deleted**

We therefore ask that your client, as representative of W&C, please:

1. Destroy and erase all copies of the Digiflex Software in W&C's possession, including the one installed on the Designated Server, and any other electronic memories or other storage devices that W&C has in its possession, or any copies that W&C has given or loaned to 7-Eleven Inc., 7-Eleven Canada Inc. or SEDCC during the transition;
2. Destroy all copies of any and all copies of Digiflex documents, including training manuals, in W&C's possession or any that W&C has given or loaned to 7-Eleven Inc., 7-Eleven Canada Inc. or SEDCC during the transition;
3. Certify that it has erased any and all copies of the Digiflex Software and Digiflex documents, and that it has confirmed with 7-Eleven Inc., 7-Eleven Canada Inc. and SEDCC that it has performed the same.

W&C is required to do the above **forthwith**, as per s. 5 of the W&C Software Licenses.

We would also ask for KSV's cooperation to facilitate Digiflex's access (or their representatives) to the Designated Server to confirm that the software is disabled. This can be done either remotely or physically. We are asking for KSV's assistance on this not as a representative of W&C, but as the Monitor of the CCAA

Proceedings who has a duty to act in good faith towards all parties in the process, not just 7-Eleven. We understand that KSV previously felt that its contractual obligations under the TSA required it to offer more assistance to 7-Eleven Canada and/or SEDCC over Digiflex. However, with the transition now finished, Digiflex is calling on the Monitor for its assistance for Digiflex to protect its rights to control its intellectual property.

**(2) If Read-Only Access is Required, Please Restore VPN Access Immediately**

If KSV would still like access to the W&C Software on a read-only basis, it must immediately restore Digiflex's VPN access to the copy of the W&C Software on the Designated Server. This is a requirement as per s. 4B of the Maintenance Agreements. We remain open to a discussion about the renewal of the Maintenance Agreements to permit the Monitor legal access to the Digiflex Software on a read-only basis, after February 15, 2026.

**Please confirm that this will be put into action today.** We look forward to hearing from you.

Yours truly,  
Chelsea

**Chelsea Nimmo**

**Counsel**

P: 403.260.0102

C: 403.620.1565

2400, 525 - 8th Avenue SW, Calgary, AB T2P 1G1

[bdplaw.com](http://bdplaw.com)



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**From:** Chelsea Nimmo <[cnimmo@bdplaw.com](mailto:cnimmo@bdplaw.com)>

**Sent:** Friday, January 30, 2026 4:40 PM

**To:** Oliver, Jeffrey <[joliver@cassels.com](mailto:joliver@cassels.com)>

**Cc:** Wiest, Kamryn <[kwiest@cassels.com](mailto:kwiest@cassels.com)>; Florence Hogg <[fhogg@bdplaw.com](mailto:fhogg@bdplaw.com)>; Bobby Kofman

<[bkofman@ksvadvisory.com](mailto:bkofman@ksvadvisory.com)>; Jason Knight <[jknight@ksvadvisory.com](mailto:jknight@ksvadvisory.com)>; [carole.hunter@dlapiper.com](mailto:carole.hunter@dlapiper.com); Lamek, Edmond <[edmond.lamek@ca.dlapiper.com](mailto:edmond.lamek@ca.dlapiper.com)>

**Subject:** RE: [EXT] In the matter of the Compromise or Arrangement of Wallace & Carey Inc. ("W&C") Loudon Bros Limited and Carey Management Inc. / Court File Number 2301-08305

Yes. All generated reports can be emailed, printed, stored in text or PDF format.

**Chelsea Nimmo**

**Counsel**

P: 403.260.0102

C: 403.620.1565

2400, 525 - 8th Avenue SW, Calgary, AB T2P 1G1

[bdplaw.com](http://bdplaw.com)



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**From:** Oliver, Jeffrey <[joliver@cassels.com](mailto:joliver@cassels.com)>  
**Sent:** Friday, January 30, 2026 4:26 PM  
**To:** Chelsea Nimmo <[cnimmo@bdplaw.com](mailto:cnimmo@bdplaw.com)>  
**Cc:** Wiest, Kamryn <[kwiest@cassels.com](mailto:kwiest@cassels.com)>; Florence Hogg <[fhogg@bdplaw.com](mailto:fhogg@bdplaw.com)>; Bobby Kofman <[bkofman@ksvadvisory.com](mailto:bkofman@ksvadvisory.com)>; Jason Knight <[jknight@ksvadvisory.com](mailto:jknight@ksvadvisory.com)>; [carole.hunter@dlapiper.com](mailto:carole.hunter@dlapiper.com); Lamek, Edmond <[edmond.lamek@ca.dlapiper.com](mailto:edmond.lamek@ca.dlapiper.com)>  
**Subject:** Re: [EXT] In the matter of the Compromise or Arrangement of Wallace & Carey Inc. ("W&C") Loudon Bros Limited and Carey Management Inc. / Court File Number 2301-08305

Thank you Chelsea. Will the Monitor be able to utilize the print functionality?

**Cassels** | **JEFFREY OLIVER** (HE/HIM/HIS)  
Partner  
t: +1 403 351 2921  
e: [joliver@cassels.com](mailto:joliver@cassels.com)

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Suite 3700, Bankers Hall West, 888 3rd Street SW  
Calgary, AB T2P 5C5 Canada  
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**From:** Chelsea Nimmo <[cnimmo@bdplaw.com](mailto:cnimmo@bdplaw.com)>  
**Sent:** Friday, January 30, 2026 4:18:02 PM  
**To:** Oliver, Jeffrey <[joliver@cassels.com](mailto:joliver@cassels.com)>  
**Cc:** Wiest, Kamryn <[kwiest@cassels.com](mailto:kwiest@cassels.com)>; Florence Hogg <[fhogg@bdplaw.com](mailto:fhogg@bdplaw.com)>; Bobby Kofman <[bkofman@ksvadvisory.com](mailto:bkofman@ksvadvisory.com)>; Jason Knight <[jknight@ksvadvisory.com](mailto:jknight@ksvadvisory.com)>; [carole.hunter@dlapiper.com](mailto:carole.hunter@dlapiper.com) <[carole.hunter@dlapiper.com](mailto:carole.hunter@dlapiper.com)>; Lamek, Edmond <[edmond.lamek@ca.dlapiper.com](mailto:edmond.lamek@ca.dlapiper.com)>  
**Subject:** RE: [EXT] In the matter of the Compromise or Arrangement of Wallace & Carey Inc. ("W&C") Loudon Bros Limited and Carey Management Inc. / Court File Number 2301-08305

**CAUTION:** External Email

Jeffrey,

Thank you for your letter. I am responding to the "Access Requirements" questions that the Monitor has.

We understand from the Monitor's 19<sup>th</sup> Report and your letter, that the reason that the Monitor continues to require access to the Digiflex ERP Software is for historical data purposes for tax reporting and audits. This will not be an issue for the Monitor if the Digiflex ERP Software is in read-only mode, and in fact, I understand that this is the preferred format for keeping historical data for reporting and audits as it prevents the tampering of such data. This is standard practice for any ERP software. Mr. Mardukhi has advised me this has been Wallace & Carey's standard practice: to keep their previous data in read-only format. Mr. Mardukhi has also advised me that Wallace & Carey has been through audits in the past with the ERP Software in read-only format. Read-only format allows the user to prepare reports, including tax reports, make inquiries into historical data, search for past invoices, etc. Read-only format merely turns off functions that would be required to run an active distribution business (i.e., functionalities that allow the intake of new orders, etc.) Given that KSV will not be running Wallace & Carey as a distribution company, we trust that this will not be an issue.

Finally, in relation to your note that the Monitor believes that SEDCC will no longer require W&C to provide the Digiflex Software on February 1, 2026. As you will see in Mr. Mardukhi's affidavit, the data on the Designated

Server still does not suggest that this is the case. However, after February 1, if this is the case, please let us know if we can turn the copy of the Digiflex ERP Software to read-only prior to February 15<sup>th</sup>.

I will get back to you on the ancillary items, such as the language of the lifting stay against the Monitor, and the priority claims, over the weekend, or early next week.

Have a good weekend,  
Chelsea

## Chelsea Nimmo

### Counsel

P: 403.260.0102

C: 403.620.1565

2400, 525 - 8th Avenue SW, Calgary, AB T2P 1G1

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**From:** Gagnon, Angeline <[agagnon@cassels.com](mailto:agagnon@cassels.com)>

**Sent:** Thursday, January 29, 2026 4:09 PM

**To:** Chelsea Nimmo <[cnimmo@bdplaw.com](mailto:cnimmo@bdplaw.com)>

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**Subject:** [EXT] In the matter of the Compromise or Arrangement of Wallace & Carey Inc. ("W&C") Loudon Bros Limited and Carey Management Inc. / Court File Number 2301-08305 [IMAN-LEGAL.FID4364182]

Please see the attached correspondence sent on behalf of Jeffrey Oliver.

Thank you,

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