

COURT FILE NUMBER 2501 01350

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PEAVEY INDUSTRIES GENERAL PARTNER LIMITED, TSC STORES GP INC., GUYS FREIGHTWAYS LTD., and PEAVEY INDUSTRIES LIMITED

DOCUMENT FOURTH REPORT OF FTI CONSULTING CANADA INC., IN ITS CAPACITY AS MONITOR OF PEAVEY INDUSTRIES GENERAL PARTNER LIMITED, TSC STORES GP INC., GUYS FREIGHTWAYS LTD., and PEAVEY INDUSTRIES LIMITED

April 17, 2025

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

MONITOR

FTI Consulting Canada Inc.
Suite 1610 520 Fifth Avenue S.W.
Calgary, AB T2P 3R7
Deryck Helkaa / Lindsay Shierman
Telephone: (403) 454-6032 / (403) 454-6036
Fax: (403) 232-6116
E-mail: deryck.helkaa@fticonsulting.com
lindsay.shierman@fticonsulting.com

COUNSEL

McCarthy Tétrault LLP
4000, 421 – 7th Avenue SW
Calgary, AB T2P 4K9
Sean Collins, KC / Pantelis Kyriakakis / Samantha Arbor
Telephone: (403) 260-3531 / (403) 260-3536
Fax: (403) 260-0332
E-mail: scollins@mccarthy.ca
pkyriakakis@mccarthy.ca
sarbor@mccarthy.ca

FOURTH REPORT OF THE MONITOR

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INTRODUCTION

1. Peavey Industries General Partner Limited (“**Peavey GP**”), TSC Stores GP Inc. (“**TSC GP**”), Guys Freightways Ltd. (“**Guys**”), and Peavey Industries Limited (“**Peavey Industries**”) (collectively, the “**Applicants**”) applied to the Court of King’s Bench of Alberta (the “**Court**”) for an initial order (the “**Initial Order**”) to commence proceedings (the “**CCAA Proceedings**”) under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”) to, among other things, obtain a stay of proceedings (the “**Stay of Proceedings**”) to allow the Applicants an opportunity to restructure their business and affairs. The Initial Order was granted by Order of Justice Feasby on January 27, 2025. FTI Consulting Canada Inc. (“**FTI**” or the “**Monitor**”) was appointed Monitor of the Applicants as well as in respect of Peavey Industries LP (“**Peavey LP**”) and Peavey Industries Mutual Fund Trust (“**MFT**”) (collectively, Peavey LP, MFT and the Applicants are referred to as the “**Peavey Group**”).

2. The Initial Order, among other things:
 - a. granted the Stay of Proceedings up to and including February 6, 2025;

 - b. authorized the Applicants to continue performance of a store closing consulting agreement (“**SC Agreement**”) between Peavey LP and Gordon Brothers Canada ULC (“**GBC**”) dated December 20, 2024;

 - c. authorized the Applicants to continue performance of a master service agreement for consignment of memo merchandise between Peavey LP, as consignee and GBC, as consignor, dated December 20, 2024, (“**Consignment Agreement**”);

 - d. authorized the Applicants to continue performance of an agreement for services (the “**RE Consulting Agreement**”) between Peavey LP and GBC, as consultant, for the provision of real estate consulting services;

- e. authorized (but did not obligate) the Peavey Group to pay any critical supplier for inventory delivered prior to the date of the Initial Order, provided such payment is supported by the Agent and the Monitor;
 - f. authorized the Peavey Group to continue to use the Cash Management Accounts (as defined below); and
 - g. granted certain Court-ordered charges sought by the Applicants including an administration charge (“**Administration Charge**”), interim lender’s charge (“**Interim Lender’s Charge**”) and a directors and officers charge (“**D&O Charge**”) (collectively, the “**Charges**”).
3. On February 6, 2025, the Court of King’s Bench of Alberta granted the following additional orders:
- a. an amended and restated Initial Order (the “**ARIO**”) which provided for:
 - i. an extension of the stay of proceedings until April 30, 2025;
 - ii. increases to the amounts of the Administration Charge, the Interim Lender’s Charge, and the D&O Charge;
 - iii. approval of a Key Employee Retention Plan (“**KERP**”) and Key Employee Incentive Plan (“**KEIP**”) to facilitate retention and incentivize key employees to remain in their employment during the CCAA Proceedings, and approval of a corresponding fourth-ranking charge on the Property (“**KERP/KEIP Charge**”); and
 - iv. a declaration that pursuant to section 5(5) of the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s.1 (“**WEPPA**”) that the Peavey Group meet

the criteria established by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 (the “**WEPP Regulations**”) as of the date of the granting of the Stay Extension and WEPPA Order; and

- b. a restricted Court access order with respect to the KERP and KEIP.
4. On March 7, 2025, the Monitor prepared and provided our Second Report to the Court with respect to the 1903P Application to approve certain fees under the 1903P Credit Agreement (the “**Fees**”). The Second Report included the Monitor’s calculations with respect to the Fees.
 5. On March 19, 2025, the Court of King’s Bench of Alberta granted an order (the “**Fee Order**”) amending paragraph 35 of the ARIO to authorize the Lenders to apply cash sweeps to the maximum aggregate amount of \$85,516,297 (demanded Pre-Filing Indebtedness of \$66.4 million plus the Fees, plus legal fees, costs and expenses as provided for under the 1903 Credit Agreement. As of the date of the Initial Order, the Pre-Filing Indebtedness had been reduced to \$65.7 million, consistent with the opening Pre-Filing Indebtedness (before the Fees) balance as presented in the CCAA Cash Flow Statement.
 6. On March 27, 2025, the Monitor prepared and provided our Third Report to the Court with respect to the Applicants’ Application to approve the sale of intellectual property relating to the TSC brand (the “**TSC IP**”). The Third Report provided, among other things, an update on the Monitor’s activities since the First Report, including the proposed sale of the TSC IP, the commencement of the process to solicit offers for other intellectual property (“**IP Property**”) owned by the Peavey Group (the “**IP Sales Process**”), and the commencement of the sale of Peavey owned furnishing, trade fixtures, equipment, machinery, office supplies, racking, rolling stock and other personal property (collectively, “**FF&E**” and the “**FF&E Process**”).
 7. On April 2, 2025, the Court of King’s Bench of Alberta granted the following:

- a. an approval and vesting Order which provided for the following relief:
 - i. approval of the stalking horse sale and investment solicitation process conducted by Peavey Group and the Monitor in relation to the TSC IP; and
 - ii. approving the sale agreement (the “**TSC Sale Agreement**”) for the TSC IP as between Peavey LP and TSC; and
 - b. an Order approving an amendment to the RE Consulting Agreement with GBC.
8. This report (“**Report**” or the “**Fourth Report**”) is prepared in connection with the application currently scheduled to be heard on April 25, 2025, where the Peavey Group is seeking the following:
- a. an order amending the ARIO (the “**Amending Order**”) to extend the stay of proceedings up to and including July 25, 2025 (the “**Stay of Proceedings**”) and to authorize the Peavey Group to sell or dispose of assets (excluding inventory) up to \$7.0 million in the aggregate (the “**Amended Asset Sale Threshold**”);
 - b. a sale approval and vesting order (the “**Guys SAVO**”) approving the share purchase offer of Guys (the “**Guys Offer**”) by Fire & Flood Emergency Services Ltd. (“**Fire & Flood**”);
 - c. a sale approval and vesting order approving the sale of all issued and outstanding Class “A” commons shares of Turtle Mountain Seed Co. (“**Turtle Mountain**”) to 2607781 Alberta Ltd. (“**260 AB**”), a party related to the Applicants (the “**Turtle Mountain SAVO**”);
 - d. a sale approval and vesting order approving the sale of certain of the Peavey Group IP Property and FF&E located at eight of the locations to 260 AB (the “**Peavey**”);

Assets SAVO”). 260 AB’s proposed purchase of the common shares of Turtle Mountain (as set out in the Turtle Mountain SAVO) and the assets included in the Peavey Assets SAVO are collectively referred to as the “**260 AB Offer**”;

- e. an order assigning the lease of the premises located in Mount Forest, Ontario (“**Mount Forest**”) to Shoppers Realty Inc. (“**Shoppers**”, the “**Shoppers Transaction**”) (the “**Lease Assignment Order**”);
- f. an order requiring the Canadian Internet Registration Authority (“**CIRA**”) to release the name of the entity or entities who registered transfers and became transferees of the tractorsupply.ca domain name (the “**Domain Registrant Disclosure Order**”); and
- g. a restricted access order with respect to the Guys SAVO (the “**Restricted Access Order**”).

PURPOSE

- 9. The purpose of this Fourth Report is to provide the Court and the Applicants’ stakeholders with the following:
 - a. a general update of the Peavey Group’s efforts to complete the Inventory Liquidation and store closures including an update with respect to the closing of the TSC Sale Agreement and FF&E Process;
 - b. the Monitor’s comments and recommendations with respect to the Applicants’ request to extend the Stay of Proceedings and the Amended Asset Sale Threshold;
 - c. the Monitor’s conclusions and recommendations with respect to the Guys SAVO, the Turtle Mountain SAVO, the Peavey Assets SAVO, the Lease Assignment

Order, the Domain Name Disclosure Order, the Amending Order and the Restricted Access Order;

- d. the cash flow variance results for the ten-week period ended April 5, 2025;
- e. an overview of Peavey Group’s revised cash flow statement (the “**Third Revised Cash Flow Statement**”) for the sixteen week period-ending July 26, 2025 (the “**Forecast Period**”) as well as the key assumptions on which the Third Cash Flow Statement is based on; and
- f. a general update as to remaining steps with respect to these CCAA Proceedings.

TERMS OF REFERENCE

- 10. Capitalized terms used but not defined herein are given the meaning ascribed to them in the Second Anderson Affidavit and the ARIIO.
- 11. In preparing this Report, the Monitor has relied upon certain information (the “**Information**”) including the Peavey Group’s unaudited financial information, books and records and discussions with Peavey Group senior management (“**Management**”).
- 12. Except as described in this Report, the Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants of Canada Handbook*.
- 13. The Monitor has not examined or reviewed financial forecasts and projections referred to in this report in a manner that would comply with the procedures described in the *Chartered Professional Accountants of Canada Handbook*.

14. Future oriented financial information reported to be relied on in preparing this Report is based on Management's assumptions regarding future events. Actual results may vary from forecast and such variations may be material.
15. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

GENERAL UPDATE

16. The following provides a general update of activities since the date of the Monitor's Third Report:
 - a. the Peavey Group has substantially completed its liquidation processes, closed the majority of its stores, with the remaining locations set to close on or before April 22, 2025. The Inventory Liquidation and FF&E Process will be completed upon the closure of these final stores;
 - b. the Peavey Group has now issued lease disclaimers to the lessors of all remaining locations, including all distribution centers. GBC and the Applicants are continuing to deal with any concerns raised by landlords with respect to the disclaimer notices. All locations are on track to be vacated on or before the end of the disclaimer period
 - c. as a result of the store closures, an additional 724 employees have been released between March 16, 2025 to April 13, 2025. Peavey Group anticipates it will close 21 stores this week and approximately 450 additional employees will be terminated. The final remaining 11 stores are anticipated to close over the next few weeks and approximately 430 additional employees will be terminated;
 - d. 1,020 WEPP Instruction Letters have been sent to eligible employees, of which 544 have submitted a WEPP Proof of Claim to the Monitor. The Monitor has reviewed

491 of the WEPP Proof of Claims submitted to date and has submitted 491 to Service Canada for processing. The Monitor continues to review and process claims received from eligible employees;

- e. the GBC Process for the real estate assets (leases) has been completed. The Shoppers Transaction, as described further below, was the only additional transaction from the GBC Process and no further transactions are expected;
- f. GBC, with the assistance of the Peavey Group, has substantially completed the FF&E Process which was run in parallel to the Inventory Liquidation. The preliminary results of the FF&E Process and next steps with respect to distributions will be discussed in further detail below;
- g. the proceeds from the TSC Sale Agreement (US \$4.0 million) were received by the Peavey Group and are being held in trust by the Applicants' legal counsel, as discussed in further detail below; and
- h. the Peavey Group, in consultation with the Monitor, has advanced the Guys Offer and 260 AB Offer as contemplated in further details below.

PROPOSED TRANSACTIONS

GUYS OFFER

- 17. By way of background, Guys is a standalone legal entity and an Applicant to these Proceedings. However, Guys operations almost exclusively related to trucking and logistic services provided to the Peavey Group, transporting goods between the Peavey Group's distribution centres and stores.
- 18. Guys was previously acquired by the Peavey Group in June 2023 to enhance operational efficiencies by bringing in-house a logistics and transportation company. Guys has

approximately 20 employees that operate approximately 20 heavy trucks and 43 trailers (the “**Guys Assets**”).

19. Guys operations have been significantly curtailed with the wind-down of the Peavey Group’s operations and were expected to be fully shut-down in the near-term; however, during the CCAA Proceedings, Guys has attempted to find alternative revenues including providing trucking and logistical services to other clients (including Fire & Flood). Guys has nominal assets and liabilities (apart from the Guys’ Assets and related financing arrangements).
20. On March 5, 2025, the Applicants and Monitor received an unsolicited offer to purchase the issued and outstanding shares of Guys (the “**Guys Offer**”) from Fire & Flood. The Guys Offer contemplates a share transaction on a ‘going concern’ basis.
21. Prior to receiving the Guys Offer, as noted above, the Applicants anticipated plan was the likely shut-down of Guys’ operations and sale of the Guys Assets, if value in trucks and trailers existed beyond the specific secured debts owing to the financing lenders.
22. The Guys Offer is to acquire the common shares of Guys and accordingly contemplates the acquisition of all assets and related liabilities, and the assumption of the majority of employees. Certain of Guys Assets were subject to lease and financing arrangements with third-party equipment financiers, including TD Equipment Financing. The Guys Offer includes the assumptions of such financing arrangements and the Monitor understand such arrangements are supported by the financing parties. The relatively straight-forward nature of Guys’ operations and financial position also helped facilitate the ability of the Peavey Group to complete a share transaction.
23. To assist in analyzing the Guys Offer, in about February 2025, the Peavey Group engaged a third party to conduct an equipment appraisal (the “**Guys Appraisal**”) on the Guys Assets to confirm the estimated value of the trucks and trailers owned by Guys. A copy of the

Guys Appraisal is attached at Confidential Appendix “B” to the confidential supplemental report to the Monitor’s Fourth Report (the “**Confidential Supplemental Report**”).

24. The Confidential Supplemental Report also includes the Monitor’s analysis of the Guys Appraisal, including the following:
 - a. an adjustment to the Guys Appraisal market value to determine the estimated orderly liquidation value (liquidation value estimated at 70% of market value) (the “**OLV**”). The Guys Appraisal included market value, and this value was revised to reflect the estimated OLV, with the adjustment based on review of recent appraisals and discussions with appraisers;
 - b. a deduction from the OLV amounts owing to third-party equipment financiers with security registered against the Guys Assets;
 - c. a deduction of the liquidation fees that would be payable under the FF&E Process (approved by this court in the amount of 20% of the gross proceeds); and
 - d. the estimated OLV of the Guys Assets less amounts owing to third-party equipment financiers and liquidation fees total the “**Estimated Net Recovery**” of the Guys Assets.
25. Further to obtaining the Guys Appraisal, GBC, with the assistance of the Peavey Group and the Monitor had undertaken efforts to determine potential buyers and/or market value of the Guys Assets. These efforts included GBC contacting its internal professionals and certain potential purchasers to determine the liquidation range of the Guys Assets.
26. Based on the Guys Appraisal, the Estimated Net Recovery of the Guys Assets and GBC research of the value, the Monitor, in consultation with the Peavey Group’s CFO and GBC, further negotiated the Guys Offer and on March 27, 2025, Fire & Flood submitted a revised

offer (the “**Guys Revised Offer**”), details to which are included in the Confidential Supplemental Report. A copy of the redacted Guys Revised Offer is attached as Appendix “A” as the financial terms of the Guys Revised Offer and certain employee related matters are considered confidential.

27. The Monitor, in consultation with the Peavey Group, reviewed the Guys Revised Offer, and determined that the cash consideration proposed in the Guys Revised Offer is consistent with the Estimated Net Recovery of the Guys Assets. Moreover, the Guys Revised Offer provides for a continuation of the operations (and assumption of employees), which would not occur in a liquidation.
28. The Monitor notes that Guys was not subject to a marketing process during these CCAA Proceedings on a standalone or going concern basis given that it was anticipated to be shut-down owing to the fact, as noted above, that Guys does not have material operations outside of the services provided to the Peavey Group. The Guys Assets, however, were marketed by GBC during the FF&E Process at values supported by the Guys Appraisal.
29. The Guys Revised Offer was a result of existing relationship and Fire & Flood’s interest in acquiring a fleet of equipment along with dedicated employees. The share purchase structure is commended for reasons including the simplicity of Guys financial structure (no significant liabilities) and the interest of Fire & Flood to secure certain permits that remain in Guys under the share acquisition.
30. The Guys Revised Offer is subject to a working capital adjustment (“**WC Adjustment**”). Details of the purchase price and WC Adjustment are provided in the Confidential Supplemental Report. The WC Adjustment is also limited in the value of the adjustment.
31. The Peavey Group, in consultation with the Monitor and GBC, determined that the Guys Revised Offer, inclusive of the WC Adjustment, represents the highest and best possible outcome in the circumstances for the Peavey Group’s stakeholders and is higher than would

be received in a bankruptcy. Accordingly, on March 28, 2025, the Guys Revised Offer was accepted by the Peavey Group, with the support of the Interim Lender, subject to approval by this Honourable Court.

32. The Monitor supports the Guys Revised Offer and the Guys SAVO for the following reasons:
- a. the Guys Revised Offer was market tested by GBC in the FF&E Process;
 - b. the estimated recovery under the Guys Revised Offer is supported by the Guys Appraisal less amounts secured against the Guys Assets and liquidation costs;
 - c. Fire & Flood will be retaining most of the Guys' employees and will continue to operate the business as a going-concern upon closing of the Guys Revised Offer;
 - d. the Guys Revised Offer is not conditional upon financing;
 - e. Fire & Flood has completed all due diligence as of the date of this Report;
 - f. based on the above, the Monitor, in consultation with the Peavey Group and the Interim Lender, is supportive of the Guys Revised Offer; and
 - g. the only other viable alternative would be for an auction of the Guys Assets.
33. The Peavey Group, in consultation with the Monitor and Interim Lender, have settled definitive documentation to close the Guys Revised Offer and the Applicants seek approval of the Guys SAVO from this Honourable Court.

IP SALES PROCESS

34. The Peavey Group, under the supervision of the Monitor, recently completed the IP Sale Process. As set out in the Monitor's Third Report, the IP Sales Process contemplated the following:
- a. notice of the IP Sales Process was distributed to all parties on the service list (in excess of 100 parties) and was posted to the Monitor's website; and
 - b. a further group of 40 parties were contacted directly by the Monitor which included parties who had previously expressed interest in the IP Property, had participated in the pre-CCAA filing sale processes completed by the Applicants or was determined to be a potential/logical buyer of the IP Assets.
35. The Monitor discussed the parties to be contacted during the IP Sales Process with the Peavey Group and GBC to ensure the universe of potential bidders were contacted and included on the out-reach. In particular, the Monitor made outreach to competitors of the Peavey Group, including national hardware retailers, to solicit interest in the IP Sales Process and the IP Property.
36. The Monitor notes that the IP Sales Process contemplated seeking offers for the IP Property in addition to the marketing of the TSC IP which was subject to a stalking horse bid as between Peavey LP and TSC (the "**Stalking Horse Bid**"). As previously discussed and reported in the Third Report, the TSC IP Sale Process resulted in no superior bids being received to that of the Stalking Horse Bid, and, accordingly, the TSC Sale Agreement was approved by Court on April 2, 2025. The transaction closed on April 4, 2025 with the sale proceeds in the amount US \$4.0 million in funds being received by the Applicants' legal counsel.

37. With respect to the remaining IP Property, as noted in the Monitor’s Third Report, six offers were received to purchase all or select IP Property (the “**IP Offers**”) by the bid deadline of March 14, 2025. A summary of the IP Offers received is included as Confidential Appendix “C” to the Confidential Supplemental Report.
38. The Monitor, in consultation with the Interim Lender, decided to continue negotiations with an offer from 260 AB (the “**260 AB Offer**”) which included all the IP Property (excluding the TSC IP) along with certain other assets of the Peavey Group. The 260 AB Offer’s purchase price is \$1,147,000 with an allocation to the purchased assets as follows:

260 AB Offer Summary		
Asset	Asset Description	Purchase Price Allocation
IP Property	All IP Property (excluding the TSC IP) owned by the Peavey Group including tradenames, trademarks/logos, slogans and domains.	1,004,460
FF&E and IT Assets	ERP systems and servers and all existing FF&E and select forklifts at the following locations: Red Deer, Lethbridge, Spruce Grove, Yorkton, Humbolt, Weyburn, Assiniboia and the Liberty DC.	92,540
Turtle Mountain	All outstanding Turtle Mountain Common Shares owned by Peavey LP.	50,000
Total Purchase Price		1,147,000

260 AB OFFER

39. The 260 AB offer encompasses the following the following assets (a copy of the 260 AB Offer is attached as Appendix “B” to this Report):
- a. all IP Property owned by the Peavey Group, including tradenames and domains but excluding the TSC IP for a purchase price of \$1,004,460;
 - b. the enterprise resource planning systems (“**ERP**”) and servers, select forklifts and all existing FF&E for the following Peavey Group locations: Red Deer, Lethbridge, Spruce Grove, Yorkton, Humboldt, Weyburn, Assiniboia, and the Liberty DC for a purchase price of \$92,539; and

- c. all common shares owned by Peavey LP in Turtle Mountain, a bird seed company that is controlled by the current CEO of the Peavey Group for a purchase price of \$50,000.
- 40. 260 AB is a company owned by Doug Anderson, CEO of the Peavey Group. 260 AB has no financing conditions and is familiar with the business, operations and assets of the Peavey Group.
- 41. Mr. Anderson did not participate in the review or assessment of the IP Offers received and all appropriate confidentiality measures were taken.
- 42. The Monitor's view is that the 260 AB Offer represents the highest and best possible outcome for the Peavey Group's stakeholders in the circumstances and is excess of the realization of the five remaining IP Offers. Furthermore, the 260 AB Offer is supported by the Interim Lender.
- 43. The Monitor's analysis and recommendations with respect to each asset component of the 260 AB Offer comprising the IP Property, FF&E and Turtle Mountain Shares is below.

IP Property portion of the 260 AB Offer

- 44. The IP Property was the product of a broad, transparent and open marketing process as discussed above. As detailed in the Monitor's Third Report, in excess of 40 parties were contacted directly to solicit interest in the IP Sales Process and notice of the IP Sales Process was distributed to the service list and posted on the Monitor's website.
- 45. The 260 AB Offer was the only offer received by the Monitor that included all the IP Property (excluding the TSC IP). The remaining five IP Offers were for select IP Property and the purchases price set out in the 260 AB Offer for the IP Property was significantly in excess of the 'sum of the pieces' of the remaining IP Offers. The Monitor notes that while

there was overlap in the assets included in the 5 remaining IP Property offers, even in this instance, the ‘sum of the pieces’ is less than the 260 AB Offer for the IP Property.

FF&E portion of the 260 AB Offer

46. The original 260 AB Offer included the purchase of remaining FF&E at select locations (detailed above). However, by the time the 260 AB Offer was received, a majority of the FF&E at these locations had already been sold. Accordingly, the 260 AB Offer was revised to reflect the inclusion of the remaining FF&E at the relevant locations and certain select forklifts.
47. The Monitor reviewed the FF&E aspect of the 260 AB Offer with GBC, who was overseeing the FF&E Process and was familiar with the values being obtained for the FF&E in other transactions. Based on a review of actual FF&E sales by locations that had resulted from the FF&E Process and a review of the FF&E that remained at the locations set out the 260 AB Offer, it was determined that the allocated purchase price of approximately \$93,000 is reasonable and appropriate in the circumstances. The Monitor and GBC concluded that the purchase price for the FF&E set out in the 260 AB Offer would provide a better recovery than the normal course liquidation, and certainly a bankruptcy, of the FF&E at these locations.

ERP Systems and Servers

48. The Successful 260 AB Offer considers the purchase of the Peavey Groups ERP Systems and Servers, which in the Monitor’s view, and in consultation with the Interim Lender, are of nominal value in a liquidation scenario.

Turtle Mountain

49. Turtle Mountain is a bird seed supplier that is controlled by Mr. Anderson, the CEO of the Peavey Group. Peavey LP, an applicant to these CCAA Proceedings, owns the outstanding Class “A” common shares in Turtle Mountain (the “**Turtle Mountain Common Shares**”). The Peavey Group was Turtle Mountain’s primary customer and accounted for approximately 45% of Turtle Mountain’s sales on an annualized basis before the CCAA Proceedings.
50. The Monitor, in consultation with the Peavey Group’s CFO, reviewed the capital structure of Turtle Mountain, and notes the following:
- a. Turtle Mountain has existing secured debt of approximately \$1.2 million with a Schedule 1 Canadian Bank (the “**Turtle Mountain Debt**”), which is in default as a result of its primary customer, the Peavey Group, commencing these CCAA Proceedings;
 - b. Mr. Anderson, current CEO of the Peavey Group, owns approximately \$5.7 million of preferred shares of Turtle Mountain (“**Turtle Mountain Preferred Shares**”); and
 - c. the Turtle Mountain Debt and the Turtle Mountain Preferred Shares creates an approximately \$6.9 million dollar threshold before any value is attributed to the Turtle Mountain Common Shares; accordingly, a value in excess of this amount would need to be achieved in order for any potential value of the Turtle Mountain Common Shares to be available to the Peavey Group stakeholders.
51. In consultation with the Peavey Group’s CFO and Interim Lender, the following additional analysis of Turtle Mountain was completed:

- a. over the last three years, Turtle Mountain has seen declining business performance. Sales declined by approximately 30% and EBITDA declined from approximately \$1.4 million in 2022 to approximately \$200,000 in 2024;
 - b. the decline in business performance noted above is before losing its key customer, the Peavey Group, which as noted, has historically accounted for approximately 45% of Sales;
 - c. on a 'book value' basis, Turtle Mountain's assets are worth nominally more than its liabilities before taking into account any write-down associated with the loss of its key customer, the Peavey Group. Given the 'book value' of the financials as at March 2025, there would be no recovery to the TMSC Common Shares as any value would go first to Turtle Mountain's secured lenders and the Turtle Mountain Preferred Shares; and
 - d. on a go-forward basis, and as a result of losing the Peavey Group as a customer, Turtle Mountain is anticipated to be a loss-making business and in a working capital deficit position. Additionally, and as a result of the declining business performance, Turtle Mountain is in covenant violation with its secured lender and equipment financier.
52. The Monitor notes that while the Peavey Group completed an extensive process for a sale, investment or refinancing alternative prior to the commencement of the CCAA proceedings, Turtle Mountain was not included in such processes specifically. However, given the above analysis and discussions with GBC and the Interim Lender (who completed significant diligence in evaluating the value of its security) and the Peavey Group, the Monitor is of the view that the Turtle Mountain Common Shares have nominal, if any, value available to the Peavey Group's stakeholders.

53. The 260 AB Offer ascribes \$50,000 to the Turtle Mountain Common Shares. The completion of the transaction of the Turtle Mountain Common Shares contemplates a going concern sale which would allow Turtle Mountain to attempt to re-start its operations and extricate its operations from these CCAA Proceedings.
54. The Monitor notes that the sale of the Turtle Mountain Common Shares are proposed to be sold to a related party and the shares have not been marketed. However, it is the Monitor's view that, given the relative low value of the transaction and support of the Interim Lender, it is reasonable to accept in the circumstances. In this regard, the Monitor is cognizant of the requirements of section 36(4)(a) of the CCAA. The Monitor understands that the Peavey Group will make submissions in relation to the proposed sale at the application. If the sale is not approved, the Peavey Group has indicated they will obtain a stalking horse bid from 260 AB and commence a stalking horse sales process. The cost of marketing the Turtle Mountain Common Shares will likely be disproportionate to any recovery to the Applicants and its stakeholders.
55. In addition, the 260 AB Offer is an omnibus offer for the asset described above, and while the various assets have been allocated a portion of the Purchase Price, the Monitor, in consultation with the Interim Lender, is of the view the total Purchase Price being paid to the estate is significantly higher would be received in a sale of the assets on a piecemeal basis, and certainly more than in a bankruptcy, and accordingly the Monitor recommends the approval of the 260 AB Offer.

SHOPPERS TRANSACTION

56. As discussed in the Monitor's Third Report, on or around February 11, 2025, the GBC Process was launched to market the real estate of the Applicants. Among other things, the GBC Process resulted in an offer from Shoppers for the assignment of the Applicants leased premises (the "**Lease**") located in Mount Forest, Ontario.

57. The Shoppers Transaction contemplates the assignment of all of the Applicant's rights and obligations under the Lease to Shoppers for total consideration of \$150,000, subject to the approval of this Honourable Court. As such, the Applicants are seeking the Lease Assignment Order. A copy of the Shoppers Transaction assignment agreement is attached as Appendix "C".
58. The Monitor understands that the proposed assignee is a member of the Shoppers-Loblaws organization and is financially capable of performing the lease and the landlord will be made whole for any monetary defaults (if any), owing as of close. A copy of the officers' certificate, as obtained by Shoppers, as support for their financial viability, is attached as Appendix "D". Furthermore, the Monitor notes that the landlord of the Lease is supportive of the Shoppers Transaction.
59. The Monitor notes that this was the only offer received for the Lease, which otherwise would have been disclaimed with no value received to the estate. The Monitor has reviewed the financial and other terms and supports the approval of the Lease Assignment Order.

CASH FLOW VARIANCE ANALYSIS

60. The Peavey Group, in consultation with the Monitor prepared the Second Revised Cash Flow Statement for the CCAA Proceedings which was appended to the Third Report of the Monitor.
61. The Peavey Group's actual cash flows as compared to those contained in the Second Revised Cash Flow Statement for the ten-week period of January 26, 2025 to April 5, 2025, are summarized below:

Cash Flow Variance Analysis				Variance
Ten Week Period Ended April 5, 2025	Notes	Actual	Forecast	\$
<i>(C\$000s)</i>				
Receipts				
Cash Receipts	a	124,608	115,450	9,158
Cash Sweep	b	(84,762)	(84,762)	-
Net Proceeds for Operations		\$ 39,846	\$ 30,688	\$ 9,158
Disbursements				
<i>Operating Disbursements</i>				
Payroll & Benefits		(10,806)	(10,356)	(450)
Occupancy Expenses		(8,352)	(8,043)	(309)
Merchandise Fee		-	(794)	794
Other Liquidation Expenses		(6,962)	(4,784)	(2,178)
Sales Tax Payable		(8,069)	(7,480)	(590)
Other Operating Expenses		(6,115)	(6,288)	173
Professional Fees		(2,028)	(1,946)	(82)
Product Expenses		(808)	(798)	(10)
Freight and Duty		(1,259)	(1,130)	(129)
Interest Expenses		(1,625)	(1,761)	137
Contingency		1,025	653	372
Total Disbursements		\$ (45,000)	\$ (42,726)	\$ (2,274)
Net Cash Flow	c	\$ (5,154)	\$ (12,039)	\$ 6,884
Cash				
Opening Cash		3,165	3,165	-
Net Cash Flow		(5,154)	(12,039)	6,884
Draw / (Repayment) of Post-Petition Debt	d	4,150	10,873	(6,723)
Ending Cash		\$ 2,161	\$ 2,000	\$ 161
Pre-Filing Secured Debt				
Opening Balance		84,762	84,762	-
Draw / (Repayments)		(84,762)	(84,762)	-
Ending Pre-Filing Secured Debt		\$ -	\$ -	\$ -
Post-Petition Debt				
Opening Balance		-	-	-
Draws / (Repayment)	d	4,150	10,873	6,723
Ending Post-Petition Debt		\$ 4,150	\$ 10,873	\$ 6,723

- a. receipts from the Inventory Liquidation and sale of FF&E are \$124.6 million as compared to a forecast of \$115.5 million;
- b. \$84.8 million has been swept and applied to the principal pre-filing debt under the 1903 Credit Agreement and the Fees payable to the Interim Lender as approved by the Fee Order. The pre-filing amounts and majority of the Fees owing under the 1903 Credit Agreement have now been repaid in full;

- c. the positive variance of approximately \$6.9 million for net cash flow is primarily related to the following:
- i. \$9.3 million of Cash Receipts is a permanent positive variance related to better than expected results of the Inventory Liquidation and the inclusion of the cash proceeds from the sale of FF&E, which was not previously considered in the Second Revised Cash Flow Statement;
 - ii. the positive variance note above was offset by \$2.3 million of negative operating disbursement variances related to the following:
 - \$0.5 million of Payroll & Benefits impacted by timing variances of KERP and vacation disbursements;
 - \$1.4 million of Merchandise Fees and Other Liquidation Expenses impacted by the better than expected results of the Inventory Liquidation and sale of FF&E; and
 - \$0.6 million of Sales Tax Payable permanent variance impacted by higher sales associated with the Inventory Liquidation and the sale of FF&E.
- d. post-filing secured debt draws are approximately \$6.7 million lower than forecast as operating cash flow was higher (as described above) than forecast. The Company, following the full repayment of the pre-filing debt, began to repay the post-filing secured debt starting the week of March 8, 2025.
62. As at April 5, 2025, the Peavey Group had approximately \$2.2 million of cash on hand, which is expected to be swept in future periods to repay the post-filing secured debt.

THIRD REVISED CASH FLOW STATEMENT

63. The Peavey Group, with the assistance of the Monitor, has prepared the Third Revised Cash Flow Statement which sets out the liquidity requirements of the Peavey Group during the Forecast Period. The Third Revised Cash Flow Statement is attached hereto as Appendix “E”. The Third Revised Cash Flow Statement is summarized in the following table:

Cash Flow Statement For the sixteen week period-ending July 26, 2025 (C\$000s)	January 26 to April 5 Actuals	April 6 to July 26 Forecast	Total
Receipts			
Cash Receipts	\$ 124,608	\$ 5,108	\$ 129,715
Other Proceeds	-	8,947	\$ 8,947
Cash Sweeps	(84,762)	-	(84,762)
Net Proceeds for Operations	39,846	14,055	53,900
Disbursements			
<i>Operating Disbursements</i>			
Payroll & Benefits	(10,806)	(3,287)	(14,093)
Occupancy Expenses	(8,352)	(410)	(8,762)
Merchandise Fee	-	(228)	(228)
Other Liquidation Expenses	(6,962)	(1,515)	(8,477)
Sales Tax Payable	(8,069)	(4,450)	(12,519)
Other Operating Expenses	(6,115)	(947)	(7,062)
Professional Fees	(2,028)	(1,315)	(3,343)
Product Expenses	(808)	-	(808)
Freight and Duty	(1,259)	-	(1,259)
Interest Expenses	(1,625)	-	(1,625)
Contingency / Holdback	1,025	(2,400)	(1,375)
Total Disbursements	(45,000)	(14,551)	(59,551)
Net Cash Flow	(5,154)	(496)	(5,651)
Cash			
Opening Cash	3,165	2,161	3,165
Net Cash Flow	(5,154)	(496)	(5,651)
Draw / (Repayment) of Post-Petition Debt	4,150	335	4,485
Ending Cash	\$ 2,161	\$ 2,000	\$ 2,000
Pre-Filing debt under 1903 Credit Agreement			
Opening Balance	\$ 84,762	\$ -	\$ 84,762
Draw / (Repayments)	(84,762)	-	(84,762)
Ending Pre-Filing debt under 1903 Credit Agreement	\$ -	\$ -	\$ -
Post-Petition Debt under 1903 Credit Agreement			
Opening Balance	\$ -	\$ 4,150	\$ -
Draws / (Repayment)	4,150	335	4,485
Ending Post-Petition debt under 1903 Credit Agreement	\$ 4,150	\$ 4,485	\$ 4,485

64. The Monitor has the following comments on the Third Revised Cash Flow Statement:

- a. the Forecast Period ends on July 26, 2025 at which time the Inventory Liquidation, store closing process and wind-down of operations will be complete; and

- b. the Third Revised Cash Flow Statement includes forecast proceeds from the Inventory Liquidation, TSC Sale Agreement, the Guys Offer, the 260 AB Offer, the Shoppers Transaction and any forecasted FF&E sales in addition to related operating costs and professional fees. The Monitor notes that while the TSC Sale Agreement has closed, the proceeds are being held in trust and have not yet been released.
65. As set out in the Third Revised Cash Flow Statement, during the Forecast Period the Peavey Group estimates:
- a. cash receipts of approximately \$14.1 million, including receipts generated from the Inventory Liquidation and sale of FF&E, TSC Sale Agreement, the Guys Offer, the 260 AB Offer and the return of a deposit from the Company's credit-card processing agent;
 - b. no cash sweeps are contemplated during the Forecast Period as all pre-filing indebtedness has been repaid, including the Fees; and
 - c. the Peavey Group forecasts to have negative cash flow of approximately \$500,000 over the Forecast Period primarily due to the Inventory Liquidation ending in the third week of the Forecast Period. Throughout the CCAA Proceedings, the Applicants have maintained a minimum ending cash balance of \$2.0 million to ensure coverage of the Administrative Charge. As such, the projected post-filing balance at the end of the Forecast Period is approximately \$4.5 million, however when the minimum ending cash balance of \$2.0 million is netted against it, the final amount owing under the 1903 Credit Agreement secured by the Interim Lender's Charge is projected to be \$2.5 million.

66. The Third Revised Cash Flow Statement is based on the following key assumptions:
- a. all cash receipts are based on GBC's expectations on the proceeds from the sale of inventory and FF&E over the Forecast Period. Receipts include the collection of applicable sales taxes;
 - b. all other proceeds are based on the cash received related to the TSC Sale Agreement, the Guys Offer, the 260 AB Offer and the return of a deposit from the Company's credit-card process agent;
 - c. payroll & benefits are based on recent payroll amounts and future forecast amounts owing under the KERP and KEIP;
 - d. occupancy expenses are based on estimated future payments for *per diem* property tax owing at the Peavey Group's stores, distribution centres and offices between the dates of the commencement of the CCAA Proceedings and lease disclaimer dates;
 - e. the merchandise fee represents GBC's fee of 2.5% of gross proceeds, net only of sales taxes, of merchandise sold during the term of SC Consulting Agreement;
 - f. other liquidation expenses include estimated other fees paid to GBC during the sale timeline pursuant to the SC Consulting Agreement;
 - g. sales tax payable represents the remittances of sales tax collected through the sale of the Peavey Group's inventory net of input tax credits;
 - h. other operating expenses includes general and administrative expenses including IT costs, utilities and maintenance, equipment rentals, capital leases and other costs necessary for operation during the Forecast Period;

- i. contingency includes miscellaneous deposits relating to online and paypal sales. These flow through a separate account which are not eligible for cash sweep and have been captured under “contingency” in the cash flow reporting;
 - j. professional fees are the estimated legal and professional fees associated with the CCAA Proceedings;
 - k. holdback of approximately \$2.0 million associated with the sale of FF&E that is reserved with respect to potential amounts payable to the applicable FF&E Lenders with security over certain of the FF&E (currently being reviewed by the Monitor as discussed further below);
 - l. the Peavey Group maintains a minimum of \$2.0 million in cash on hand as a general reserve and to cover the Court approved Administration Charge (\$750,000) which ranks in priority to the Interim Lender’s Charge. No amounts are held in relation to the D&O Charge and KERP Charge as the operations will be complete (related taxes that give rise to directors’ liability and the payment of the KERP will be made as per the cash flow forecast); and
 - m. post-petition debt is based on the funding required through the Forecast Period. The detailed weekly Third Revised Cash Flow Statement at Appendix “E” demonstrates the week over week post-filing funding requirements.
67. With continued access to the 1903 Credit Agreement, the Applicants will have approximately \$2.5 million of post-filing secured debt outstanding at the end of the Forecast Period, (i.e., \$4.5 million balance, net of the minimum \$2.0 million of ending cash on hand).

FUTURE DISTRIBUTION OF FUNDS FROM TRANSACTIONS AND FF&E SALES

68. With the wrap-up of the Inventory Liquidation sales, the GBC Process, the IP Sales Process, the Stalking Horse TSC IP Sales Process, the FF&E Process, substantially all of the assets and property of the Peavey Group will have been disposed of, after which, the Monitor understand a further distribution of proceeds to secured creditors will be required.
69. As of the date of this Fourth Report, the Monitor along with the Monitor’s Counsel are working to finalize the allocation of proceeds from the FF&E Process and completion of the validity of the security for the respective FF&E Lenders. Such analysis is required in order to determine entitlement to the proceeds from the FF&E Process as between the FF&E Lenders and the Interim Lender.
70. After closing of the remaining transactions as set in this report (assuming Court approval), with consensus of the affected creditors, the Monitor, in consultation with the Applicants, would support a further distribution (net of required holdbacks and any required reserves) of net proceeds of FF&E sales to the respective secured creditors holding valid and enforceable security, consistent with the proposed amendment to the ARIO. The Monitor will seek a further order of this Honourable Court only if agreement with any affected creditors cannot be obtained.

DOMAIN NAME DISCLOSURE

71. The Domain Registrant Disclosure Order is being sought in relation to the transaction (the TSC Sale Agreement) between TSC and the Peavey Group, which was approved by the Court on April 2, 2025, and closed on April 4, 2025.
72. The Peavey Group advises that it was the owner of the tractorsupply.ca domain (the “**Domain Name**”). The Monitor understands that, in late March or early April 2025, TSC and the Peavey Group learned that the Domain Name had been transferred. Upon

investigation, it was discovered that there had been the following transfers of the Domain Name:

- a. some time in 2023, the Domain Name was transferred to an unknown party; and
 - b. on March 26, 2025, on the eve of the TSC Sale Agreement being signed, the Domain Name was further transferred to another unknown party.
73. The Peavey Group has advised the Monitor that it did not transfer, consent to the transfer and was otherwise unaware of the Domain Name being transferred until TSC drew the fact of the transfer to the Peavey Group's attention on April 1, 2025.
74. The Domain Name was not specifically listed in the TSC IP SISIP and did not form part of the assets specifically transferred under the TSC Sale Agreement. The Domain Name, however, relates to the intellectual property transferred under the TSC Sale Agreement, because the rights in and to the Domain Name were assigned to and vested with Peavey under the TSC Settlement reached in 2012 (the "**TSC Settlement**"). All rights and obligations under the TSC Settlement were sold and assigned to TSC under the TSC Sale Agreement. Peavey and TSC contend that the Domain Name would have been included among the purchased assets included in the TSC Sale Agreement if it was registered and beneficially held by the Peavey Group at the dates upon which disclosure of the transfers and the registrant's identity is requested. The TSC Settlement is attached as Appendix "**D**" to our Third Report.
75. TSC advises that the identity of the transferors and transferees of the Domain Name are necessary to assess the legal options available to TSC with respect to the registration, use and, transfers of the Domain Name to the unknown third party.
76. In Canada, CIRA is the organization responsible for managing the .CA domain registry. CIRA holds information regarding the ownership and transfer of .CA domain names.

77. CIRA maintains a database of registered domain names through its WHOIS search tool. A recent search of WHOIS is attached as Appendix “F”. The Monitor notes that the WHOIS search does not disclose the identity of the transferee.
78. CIRA publishes Rules and Procedures for the Request of Disclosure of Registrant Information, Version 1.8 (April 8, 2022) (the “CIRA Rules and Procedures” are attached as Appendix “G”). CIRA’s process specifies a process for a person to obtain the following information:

These CIRA Rules and Procedures provide for the potential disclosure of the following information of Registrants, as found in the CIRA Registry:

- a. The name of the Registrant;
 - b. The postal address and email address of the Registrant (if available);
 - c. The name of the Registrant’s Administrative Contact and Technical Contact; and
 - d. The postal address and email address of the Registrant’s Administrative Contact and Technical Contact
- (collectively, the “**Information**”).
79. The Information that CIRA will disclose does not include details surrounding the transfers of domain names. CIRA’s Rules state that:

“Except as expressly specified herein or in the Policy, any other request for disclosure of information of Registrants must be by way of an order, ruling, decision, subpoena, warrant, or judgment.”

80. The Monitor supports the application for the Domain Registrant Disclosure Order.

AMENDED ASSET SALE THRESHOLD

81. The Monitor has considered the Applicants' application for the increase in the aggregate amount of business or property that the Peavey Group is authorized to sell from \$3.0 million, as is currently stipulated under the ARIIO, to \$7.0 million, and has the following comments:

- a. the reason for the increase is due to higher than anticipated sales generated from the FF&E Process;
- b. the Monitor notes that these transactions are sales occurring alongside the Inventory Liquidation. To elaborate, most of the FF&E is sold for cash at each individual store. Furthermore, the sales are for assets which, on an individual basis, are relatively immaterial and are only tracked on a manual basis (for purposes of allocating the FF&E amongst secured parties);
- c. as of the date of this report, net proceeds (exclusive of GST) from FF&E sales were approximately \$5.5 million. The average FF&E sales on a store by store basis is approximately \$58,000 / store (94 stores); and
- d. in the view of the Monitor, it would not be economical, or practical, to require separate approval from the Court for these routine sales transactions. As such, given the timing of where we are at in the CCAA Proceedings and wind-down of operations, the increase to \$7.0 million is reasonable and supported by the current sales levels and remaining assets and property of the Applicants.

EXTENSION OF THE STAY OF PROCEEDINGS

82. The Monitor has considered the Applicants' application for the extension of the Stay of Proceedings to July 25, 2025, and has the following comments:
- a. with the Lender's commitment to ongoing access to the 1903 Credit Agreement, the Applicants are projected to have sufficient liquidity to fund their ongoing obligations and the costs of the CCAA Proceedings during the term of the proposed extension of the Stay of Proceedings;
 - b. there will be no prejudice to the Peavey Group's creditors and other stakeholders as a result of the extension of the Stay of Proceedings;
 - c. the Applicants are acting in good faith and with due diligence; and
 - d. the length of the proposed Stay of Proceedings of approximately three months is reasonable given the timeline for winding down the store closures and remaining administrative tasks under the CCAA Proceedings.

CONCLUSIONS

83. Based on the foregoing, the Monitor respectfully recommends that this Honourable Court grant the following:
- a. the Turtle Mountain SAVO and the Peavey Assets SAVO as set out in the 260 AB Offer;
 - b. the Guys SAVO and approval of the Guys Offer;
 - c. the Lease Assignment Order and approval of the Shoppers Transaction;

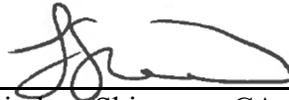
- d. the Domain Name Disclosure Order;
- e. the Amending Order approving the extension to the Stay of Proceedings to July 25, 2025 and Amended Asset Sale Threshold to \$7.0 million; and
- f. the Restricted Access Order sealing the confidential information of the Guys Offer.

All of which is respectfully submitted this 17th day of April 2025.

FTI Consulting Canada Inc., in its capacity as
the Monitor of the Applicants
and not in its personal or corporate capacity



Deryck Helkaa, CA, CPA, CIRP, LIT
Senior Managing Director
FTI Consulting Canada Inc.



Lindsay Shierman, CA, CPA
Managing Director
FTI Consulting Canada Inc.

Appendix “A”

Redacted Guys Revised Offer

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made effective as of the 15th day of April, 2025 (the "Effective Date").

AMONG:

PEAVEY INDUSTRIES LP, by its general partner, PEAVEY INDUSTRIES GENERAL PARTNER LIMITED, a limited partnership governed by the laws of the Province of Alberta
(the "**Seller**")

– and –

GUYS FREIGHTWAYS LTD., a corporation formed under the laws of the Province of Alberta
(the "**Corporation**")

– and –

FIRE & FLOOD EMERGENCY SERVICES LTD., a corporation formed under the laws of the Province of Alberta
(the "**Purchaser**")

RECITALS:

- A. The Seller is the registered and beneficial owner of 1 Class A Common share, 18 Class C Common shares, 12 Class D Common shares and 586 Class G Preferred shares of the Corporation, being all of the issued and outstanding shares of the Corporation (the "**Purchased Shares**").
- B. Pursuant to the Order of the Honourable Justice Feasby of the Court of King's Bench of Alberta (the "**Court**") issued January 27, 2025 (as amended and restated by an Order of Justice Johnston, on February 6, 2025, and as may be further amended or amended and restated from time to time, the "**Initial Order**"), the Corporation, the Seller, and the General Partner (collectively, "**Peavey**") were granted, directly or indirectly, among other things, creditor protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36, as amended (the "**CCAA**") and FTI Consulting Canada Inc. was appointed as the CCAA monitor of Peavey (in such capacity, the "**Monitor**").
- C. On the terms set out herein, the Seller has agreed to sell and transfer to the Purchaser, and the Purchaser has agreed to purchase from the Seller, all of the Seller's right, title and interest in and to the Purchased Shares, subject to and in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto (collectively, the "**Parties**", and each, a "**Party**") hereby acknowledge and agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

Unless something in the subject matter or context is inconsistent therewith, the terms defined herein shall have the following meanings:

"**1903 Loan Agent**" means 1903P Loan Agent, LLC.

"1903 Confirmation and Release Letter" means a confirmation letter from 1903 Loan Agent that concurrently with Closing (i) the 1903 Registrations and any other security provided to 1903 Loan Agent by the Corporation, including any guarantees, are automatically and irrevocably released, discharged and terminated, (ii) the Corporation is released and discharged from any obligation and liability owing to 1903 Loan Agent, whether as principal debtor, guarantor, surety or otherwise and (iii) Dentons Canada LLP is irrevocably and unconditionally authorized to complete, file and register full discharges for the 1903 Registrations.

"1903 Registrations" means the security registrations set forth under the heading "1903 Registrations" on Schedule F.

"Affiliate" has the meaning given to the term "affiliate" in the *Business Corporations Act*.

"Agreement" means this share purchase agreement, as may be amended and restated from time to time in accordance with the terms hereof and **"Article"** and **"Section"** mean and refer to the specified article, section and subsection of this Agreement.

"Applicable Indebtedness" means the Indebtedness of the Corporation, excluding Equipment Debt of up to \$ [REDACTED] but including all Equipment Debt in excess of \$ [REDACTED]

"Applicable Law" means, in respect of any Person, property, transaction or event, any (i) domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order, (ii) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, instruments or awards of any Governmental Authority, and (iii) policies, practices, standards, guidelines and protocols having the force of law, that applies in whole or in part to such Person, property, transaction or event.

"Approval and Vesting Order" means an order, or orders, by the Court, in form and substance satisfactory to the Purchaser, acting reasonably, among other things, approving and authorizing the Transaction and vesting in the Purchaser (or as it may direct) all the right, title and interest of the Seller in and to the Purchased Shares, free and clear from any Encumbrances and terminating the CCAA Proceedings solely with respect to the Corporation, its Business and the Retained Assets.

"Authorization" means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval or building permit) or from any Person in connection with any easements, contractual rights or other matters.

"Base Purchase Price" has the meaning set out in Section 3.1.

"Books and Records" means (i) all of the Corporation's files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including Tax and accounting books and records and books and records relating to the Business, and (ii) all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including Tax and accounting books and records used or intended for use by, or in the possession of the Seller, the Corporation, or any other member of Peavey or any of their respective Affiliates including information, documents and records relating to the Business, Contracts, customer lists, customer information, Employee information and account records, sales records, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, cost and pricing information, production reports and records, equipment logs, operating guides and manuals, credit records, records relating to present and former suppliers and contractors, plans and projections and all other records, data and information stored electronically, digitally or on computer-related media.

"Business" means the business conducted by the Corporation, being logistics and transportation.

"Business Corporations Act" means the *Business Corporations Act*, R.S.A. 2000, c. B-9.

"Business Day" means a day on which banks are open for business in Calgary, Alberta, but does not include a Saturday, Sunday or statutory holiday in the Province of Alberta.

"Cash" means (a) all unrestricted cash, cash equivalents and marketable securities of the Corporation, plus (b) the amount of any cheques, drafts and wire transfers received by the Corporation but not posted prior to such moment, less (c) the amount of any cheques, drafts and wire transfers issued by the Corporation but not cleared prior to such moment.

"CCAA" has the meaning set out in the recitals hereto.

"CCAA Proceedings" means the proceedings under the CCAA respecting, inter alia, the Corporation in Court of King's Bench of Alberta Action Number 2501-01350.

"Claims" means any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in or cause of action, suit, default, assessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person.

"Closing" means the closing and consummation of the Transaction.

"Closing Applicable Indebtedness" means the Applicable Indebtedness of the Corporation as of Closing.

"Closing Cash" means the Cash of the Corporation as of Closing.

"Closing Date" means the date on which the Transaction is implemented.

"Closing Statement" means the closing statement setting forth calculations of Closing Working Capital, Closing Cash, Closing Applicable Indebtedness and the Purchase Price.

"Closing Time" means 12:01 a.m. (Calgary time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

"Closing Working Capital" means the Working Capital of the Corporation as of Closing.

"Contracts" means all pending and executory contracts, agreements, leases, understandings and arrangements (whether oral or written) to which the Corporation is a party or by which the Corporation is bound or in which the Corporation has, or will at Closing have, any rights or by which any of its property or assets are or may be affected, including any Contracts in respect of Employees and the Equipment Loans and Capital Leases.

"Court" has the meaning set out in the recitals hereto.

"Draft Closing Statement" has the meaning set out in Section 3.3.

"Dedicated Fleet Service Contract" means the contract dated December 1, 2019 between the Corporation and the Seller with respect to the transportation services provided by the Corporation.

"Effective Date" has the meaning set out in the preamble hereto.

"Employee" means any individual who is employed by the Corporation, whether on a full-time or a part-time basis and includes an employee on short term or long term disability leave.

"Employee Information" means a list of the Employees with their date of hire, age, location of their employment, current compensation (including current salary, wage rate, commissions and any other remuneration), their annual vacation entitlement, their status as full-time or part-time, whether or not they are actively at work and, if not, their last date of active service and the reason for the absence and expected return date (if known), and a list of the Employee Benefit Plans in which such Employees, former Employees or their eligible dependents or beneficiaries are entitled to participate, as set forth in Schedule "A" hereto.

"Employee Benefit Plan" means the benefit plans for all current and former Employees, including, but not limited to: compensation, bonus, deferred compensation, incentive compensation, share purchase, share appreciation, share option, severance or termination pay, vacation pay, hospitalization or other medical, health and welfare benefits, life or other insurance, dental, eye care, disability, salary continuation, supplemental unemployment benefits, profit-sharing, mortgage assistance, employee loan, employee discount, employee assistance, counseling, and all other similar employee benefit plans, arrangements, agreements or commitments, whether registered or unregistered, insured or uninsured, oral or written, formal or informal, funded or unfunded, including all policies with respect to holidays, sick leave, pregnancy or parental leave, short-term or long-term disability, sabbaticals, vacations, clubs, other fringe benefits, expense reimbursements and automobile allowances and rights to Corporation-provided automobiles, that are administered, sponsored or maintained, or contributed to or required to be contributed to, or for which there is Liability, contingent or otherwise, of or by the Corporation for the benefit of any current or former Employee, officer, director or agent of the Corporation or the beneficiaries of any of them, whether or not subject to any Applicable Law.

"Encumbrance" means any security interest, lien, Claim, charge, right of retention, deemed trust, judgement, writ of seizure, writ of execution, notice of seizure, notice of execution, notice of sale, hypothec, reservation of ownership, pledge, encumbrance, mortgage or right of a third party (including any contractual rights such as purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual right) or encumbrance of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, (including any conditional sale or title retention agreement, or any capital or financing lease).

"Equipment" the items set forth under the heading "Equipment" in Schedule "B" hereto.

"Equipment Appraisal" means the appraisal of the Equipment from DPG Appraisals & Consulting Ltd. completed between March 6, 2025 and March 10, 2025.

"Equipment Debt" means the Indebtedness of the Corporation related to the Equipment Loans and Capital Leases.

"Equipment Loans and Capital Leases" means those items set forth in Schedule "C" hereto.

"Escrow Account" has the meaning set out in Section 3.2(a).

"Escrow Amount" has the meaning set out in Section 3.2(a).

"Escrow Funds" means, at any given time, the Escrow Amount then held by the Monitor in the Escrow Account.

"Existing Red Deer Lease" means the lease dated July 1, 2023 between the Corporation and the Lessor with respect to the Leased Premises.

"Final Closing Statement" has the meaning set out in Section 3.3(g).

"Flow of Funds" means the flow of funds executed by the Purchaser and the Seller.

"GAAP" means accounting standards for private enterprises in Canada as set out in the CPA Canada Handbook at the relevant time.

"General Partner" means Peavey Industries General Partner Limited.

"Governmental Authority" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation.

"GST/HST" means all goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15.

"Income Tax Act" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.).

"Indebtedness" of the Corporation means (without duplication) indebtedness for borrowed money or indebtedness issued or incurred in substitution or exchange for indebtedness for borrowed money, whether current, or secured or unsecured, including: (i) all obligations of the Corporation evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security; (ii) all indebtedness of the Corporation created or arising under any conditional sale or other title retention agreement with respect to property acquired by the Corporation (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (iii) all indebtedness of the Corporation secured by a purchase money mortgage or other lien to secure all or part of the purchase price of the property subject to such lien; (iv) all obligations under leases which have been or must be, in accordance with GAAP (other than Equipment Debt of up to \$ [REDACTED]), recorded as capital leases in respect of which the Corporation is liable as lessee; (v) any liability of the Corporation in respect of banker's acceptances or letters of credit but only if cash secured or, if not cash secured, to the extent drawn; (vi) short and long-term deferred revenue and deferred rent; (vii) any liability under interest rate swap, hedging or similar agreement; (viii) any declared dividend not paid by the Corporation as at the Closing Date; (ix) accrued but unpaid Taxes attributable to any pre-Closing Tax periods; (x) overdue accounts payable and/or accounts payable aged over 90 days; (xi) accounts payable in respect of capital expenditures; (xii) deferred employer liabilities for employee benefits, payroll, bonuses, commissions, severance, vacation time and vacation pay and other liabilities, including all amounts with respect to any unfunded or underfunded Employee Benefit Plan, and the employer portion of any Taxes, withholdings or Employee Benefit Plan contributions in connection with any of the foregoing; (xiii) all amounts which are payable in respect of any resolved claim, action or proceeding and all amounts that have been reserved against in the financial books and records of the Corporation in respect of any pending or unresolved claim, action or proceeding; (xiv) accrued liabilities for products or services received but not invoiced; (xv) all interest and fees on any of the

foregoing; (xvi) any prepayment premiums, make-whole premiums, termination fees, breakage or other similar expenses owed with respect to the indebtedness referred to above (including, for greater certainty, those arising or as a result of the discharge of amounts owed as a result of the Transaction); and (xvii) all indebtedness referred to above which is directly or indirectly guaranteed by the Corporation or which the Corporation has agreed (contingently or otherwise) to purchase or otherwise acquire or in respect of which it has otherwise assured a creditor against loss; provided that Indebtedness with respect to the Corporation will not include any liabilities included in current liabilities for the purpose of calculating Working Capital and/or Closing Working Capital.

"Independent Accountant" has the meaning set out in Section 3.3(d).

"Initial Order" has the meaning set out in the recitals hereto.

"Interim Period" means the period from the Effective Date to the Closing Time.

"Inventory" means all inventories and other supplies and consumables of the Corporation, wherever located.

"Leased Premises" means the premises located at 412 Liberty Avenue, Red Deer County, Alberta.

"Leasehold Improvement Loan" means the loan from Lessor to the Corporation described in Appendix 1 to Schedule C of the Existing Red Deer Lease.

"Lessor" means Artifact Properties Ltd., the lessor of the Leased Premises.

"Liability" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"LOI" means the letter of intent dated March 27, 2025 entered into between the Purchaser, the Seller and the Corporation.

"Monitor" has the meaning set out in the recitals hereto.

"Monitor's Certificate" has the meaning set out in Section 7.1(d).

"NDA" means the confidentiality and non-disclosure agreement effective February 3, 2025 entered into between the Purchaser and the Seller.

"Norton Rose" means Norton Rose Fulbright Canada LLP.

"Organizational Documents" means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

"Other Peavey Entities" means the Seller, the General Partner, TSC Stores GP Inc., Peavey Industries Mutual Fund Trust, and Peavey Industries Limited.

"Outside Date" means 12:01 a.m. (Calgary time) on May 1, 2025 or such later date and time as the Seller and the Purchaser may agree to in writing.

"Parties" has the meaning set out in the recitals hereto.

"Partnership Act" means the *Partnership Act*, R.S.A. 2000, c. P-3.

"Party" has the meaning set out in the recitals hereto.

"Peavey Accounts Receivable" means all accounts receivable, trade receivables, rights to receive payment, book debts and other amounts due, owing or accruing due to the Corporation arising out of, from, or in connection with, the Business together with any security interest or other credit support documents granted or issued in favour of the Corporation as security therefor, from the Seller or Other Peavey Entities.

"Permits and Licenses" means the orders, permits, Running Rights, licenses, Authorizations, approvals, registrations, consents, waivers or other evidence of authority issued to, granted to, conferred upon, or otherwise created for, the Corporation by any Governmental Authority, including those related to the Business, the Retained Assets, and Contracts.

"Permitted Encumbrances", in respect of the Retained Assets, means those Encumbrances set forth in Schedule "D".

"Person" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.

"Purchase Price" has the meaning set out in Section 3.1.

"Purchased Shares" has the meaning set out in the recitals hereto.

"Purchaser Adjustment Amount" means (if applicable) the amount by which the Base Purchase Price exceeds the Purchase Price.

"RBC" means Royal Bank of Canada.

"RBC Confirmation and Release Letter" means a confirmation letter from RBC that (i) the RBC Registrations and any other security provided to RBC by the Corporation, including any guarantees, are automatically and irrevocably released, discharged and terminated, (ii) the Corporation is released and discharged from any obligation and liability owing to RBC, whether as principal debtor, guarantor, surety or otherwise and (iii) Dentons Canada LLP is irrevocably and unconditionally authorized to complete, file and register full discharges for the RBC Registrations.

"RBC Registrations" means the security registrations set forth under the heading "RBC Registrations" on Schedule F.

"Retained Assets" means all of the assets owned by the Corporation on the Effective Date and any assets acquired by it up to and including Closing, including the Corporation's Equipment, Contracts, Permits and Licenses, Inventory, Books and Records, Business and undertakings (the **"Retained Assets"**), excluding inventory sold or consumed in the ordinary course of Business in the Interim Period and amounts paid in the Interim Period in accordance with the Initial Order and the approval of the Monitor. For greater certainty, the Retained Assets shall include but not be limited to the assets set forth in Schedule "B" hereto.

"Running Rights" means the items set forth under the heading "Running Rights" in Schedule "B" hereto.

"Seller Adjustment Amount" means (if applicable) the amount by which the Purchase Price exceeds the Base Purchase Price.

"Target Working Capital Amount" means [REDACTED].

"Taxes" means, with respect to any Person, all national, federal, provincial, local or other taxes, including income taxes, capital gains taxes, tariffs, value added taxes, severance taxes, ad valorem

taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

"Third Party Approvals" mean all required consents and approvals required for the completion of the Transaction, including but not limited to, the consents and approvals required under the Contracts, Equipment Loans and Capital Leases, the Running Rights and as set forth in Schedule "E" hereto.

"Transaction" means all of the transactions contemplated by this Agreement, including the purchase and sale transaction whereby the Purchaser will acquire the Purchased Shares.

"Working Capital" means, at any time, the positive or negative amount obtained by subtracting the Corporation's current liabilities from the Corporation's current assets (excluding Cash, accounts receivables aged forty five (45) days or more and Peavey Accounts Receivable) determined in accordance with GAAP.

"Working Capital Overage" means (if applicable) the amount by which the Closing Working Capital exceeds the Target Working Capital Amount.

"Working Capital Underage" means (if applicable) the amount by which the Target Working Capital Amount exceeds the Closing Working Capital.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 General Construction

The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof. The expression "Section" or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

1.4 Extended Meanings

Words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including, without limitation," and such terms as "includes" have similar meanings and the term "third party" means any other Person other than the Seller, the Corporation or the Purchaser, or any Affiliates thereof.

1.5 Currency

All references in this Agreement to dollars, monetary amounts, or to \$, are expressed in Canadian currency unless otherwise specifically indicated.

1.6 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

ARTICLE 2 PURCHASE OF SHARES AND ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of the Purchased Shares

Subject to the terms and conditions of this Agreement, effective as of the Closing Time, the Seller shall sell and transfer the Purchased Shares to the Purchaser, and the Purchaser shall purchase the Purchased Shares from the Seller, free and clear of all Encumbrances.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price

The purchase price payable by the Purchaser for the Purchased Shares shall be [REDACTED] (the "**Base Purchase Price**"), subject to adjustment in accordance with Section 3.3 (the Base Purchase Price, as adjusted in accordance with Section 3.3, being the "**Purchase Price**").

3.2 Satisfaction of Purchase Price

At Closing, the Purchaser shall pay the Base Purchase Price as follows:

- (a) to the Monitor, [REDACTED] (the "**Escrow Amount**"), by wire transfer of immediately available funds to the account designated as the escrow account (the "**Escrow Account**") in the Flow of Funds (which funds will be released in accordance with Section 3.3(h) of this Agreement); and
- (b) to Norton Rose in trust as counsel to the Seller, [REDACTED] by wire transfer of immediately available funds to the account designated to be paid to Norton Rose in the Flow of Funds.

3.3 Adjustments to Purchase Price

- (a) Within seven (7) days following the Closing Date, the Purchaser shall prepare and deliver to the Seller a draft Closing Statement (the "**Draft Closing Statement**"). The Draft Closing Statement shall set out the Base Purchase Price and reflect the following adjustments to arrive at the Purchase Price (subject to the provisions of Section 3.3(h)):
 - (i) a positive adjustment for the amount of any Working Capital Overage;
 - (ii) a negative adjustment for the amount of any Working Capital Underage;
 - (iii) a positive adjustment for the amount of any Closing Cash (if a positive amount);
 - (iv) a negative adjustment for the amount of any Closing Cash (if a negative amount);
 - (v) a negative adjustment for the amount of any Closing Applicable Indebtedness; and
 - (vi) nil adjustment for the amount of any Peavey Account Receivable.

- (b) The Draft Closing Statement is to be prepared in accordance with GAAP applied on a consistent basis. The Seller shall provide the Purchaser and its representatives access, upon every reasonable request, to all working papers and accounting Books and Records relating to the Corporation in the possession of the Seller or its representatives, to assist the Purchaser in the preparation of the Draft Closing Statement.
- (c) After delivery of the Draft Closing Statement, the Purchaser shall provide the Seller and its representatives access, upon every reasonable request, to all working papers of the Purchaser, accounting Books and Records of the Corporation and the appropriate personnel to verify the accuracy, presentation and other matters relating to the calculation of Closing Working Capital, any Working Capital Overage, any Working Capital Underage, Closing Cash, Closing Applicable Indebtedness and the Purchase Price and the preparation of the Draft Closing Statement. Within three (3) days following receipt of the Draft Closing Statement, the Seller shall notify the Purchaser in writing if the Seller has any objections. The notice of objection must include statements describing the basis of each of the objections and each amount in dispute. The Seller is deemed to have accepted the Draft Closing Statement as the final statement of Closing Working Capital, any Working Capital Overage, any Working Capital Underage, Closing Cash, Closing Applicable Indebtedness and the Purchase Price if the Seller does not deliver a notice of objection containing the required information to the Purchaser within the specified period of three (3) days.
- (d) If the Seller disputes the Draft Closing Statement, the Parties shall work expeditiously and in good faith in an attempt to resolve such dispute within a further period of three (3) days after delivery of the notice of objection. If the Parties fail to reach a resolution, the dispute will be submitted for determination to an independent national firm of certified professional accountants mutually agreed to by the Seller, the Monitor, and the Purchaser (the "**Independent Accountant**"). The determination of the Independent Accountant will be final and binding upon the Parties and will not be subject to appeal, absent manifest error. For these purposes, the Independent Accountant is deemed to be acting as experts and not as arbitrators.
- (e) Any determination by the Independent Accountant shall be limited to those items in dispute, and further limited to resolving disputes concerning mathematical computations or the application of accounting rules, standards and principles (and the Independent Accountants shall not resolve any dispute concerning the interpretation of the words used in this Agreement). The Purchaser and the Seller shall each cooperate with the other Party and with the Independent Accountant, and shall furnish such documentation, data, records and other information as the other Party or the Independent Accountant may reasonably request, in connection with the review of the Draft Closing Statement or of any accounting or supporting calculations related thereto.
- (f) The Purchaser and the Seller shall each bear their own fees and expenses in preparing or reviewing the Draft Closing Statement. If an Independent Accountant is retained to resolve a dispute in accordance with Section 3.3(d), the costs of the Independent Accountant shall be paid one-half by the Purchaser and one-half by the Seller.
- (g) The Draft Closing Statement as agreed by the Seller and the Purchaser (or deemed to be agreed by the Seller and the Purchaser pursuant to this Section 3.3) or as determined by the Independent Accountant, is referred to herein as the "**Final Closing Statement**".
- (h) If the Base Purchase Price, as adjusted under Section 3.3 is greater than [REDACTED] then the Purchase Price shall be [REDACTED]. If the Base Purchase Price, as adjusted under Section 3.3 is less than [REDACTED] then the Purchase Price shall be [REDACTED]. If the Base Purchase Price, as adjusted under Section 3.3 is equal to or greater than [REDACTED] but less than or equal to [REDACTED] then the Purchase Price shall equal the Base Purchase Price, as adjusted under Section 3.3.

- (i) No later than three (3) days after the Final Closing Statement has been finalized in accordance with Section 3.3(g):
 - (i) if there is a Seller Adjustment Amount, then the Purchaser shall remit the Seller Adjustment Amount to Norton Rose on behalf of the Seller and the Parties shall instruct the Monitor to release the Escrow Funds to Norton Rose on behalf of the Seller; and
 - (ii) if there is a Purchaser Adjustment Amount, then payment of the Purchaser Adjustment Amount to the Purchaser shall be made from the Escrow Funds and if the Escrow Funds exceed the Purchaser Adjustment Amount, the Parties shall instruct the Monitor to release the excess Escrow Funds to Norton Rose on behalf of the Seller.
- (j) The determination and adjustment of the Purchase Price in accordance with the provisions of this Section 3.3 do not limit or affect any other rights or causes of action which either the Purchaser or the Seller may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Seller

The Seller hereby represents and warrants as of the date hereof and as of the Closing Time as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Corporate Status.

The General Partner is a corporation incorporated and existing under the *Business Corporations Act* as of the date hereof, is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement. The Seller is a limited partnership governed under the *Partnership Act*, is validly existing and in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and, subject to obtaining of the Approval and Vesting Order in respect of the matters to be approved therein, performance by the Seller of this Agreement has been authorized by all necessary corporate action on the part of the General Partner and the Seller.
- (c) No Conflict. The execution, delivery and performance by the Seller of this Agreement and the completion of the transactions contemplated hereby does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Seller, any agreement or Contract binding on the Seller or any Applicable Law applicable to the Seller, Peavey or any of its Affiliates, the Retained Assets, the Business or the operation of the Business or the Purchased Shares, or result in the creation or require the creation of any Encumbrance upon or against the Purchased Shares, the Business or the Retained Assets.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Seller and constitutes a legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms, subject only to obtaining the Approval and Vesting Order.

- (e) Proceedings. Save and except for the CCAA Proceedings, there are no proceedings pending against the Seller or, to the knowledge of the Seller, threatened, with respect to, or in any manner affecting, title to the Purchased Shares or the Retained Assets, which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Purchased Shares as contemplated by this Agreement, or the operation of the Business or the use of the Retained Assets or which would reasonably be expected to delay, restrict or prevent the Seller from fulfilling any of its obligations set forth in this Agreement.
- (f) Residency. The Seller is not a non-resident of Canada for purposes of the *Income Tax Act*.
- (g) Title to Purchased Shares. The Seller is the sole registered and beneficial owner of the Purchased Shares, with good and valid title thereto, and the Seller will transfer good and valid title to the Purchased Shares to the Purchaser, free and clear of all Encumbrances, pursuant to and in accordance with the Approval and Vesting Order. There are no issued and outstanding shares or other securities of the Corporation other than the Purchased Shares, nor are there any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are held by any Person and which are convertible into or exchangeable for shares or any other securities of the Corporation.
- (h) No Other Agreements to Purchase. Except for the Purchaser's rights under this Agreement, no Person has any contractual right, option or privilege for the purchase or acquisition from the Seller or the Corporation of any of the Purchased Shares, the Business or the Retained Assets.

4.2 Representations and Warranties in respect of the Corporation

The Seller and the Corporation hereby jointly and severally represent and warrant to and in favour of the Purchaser as of the date hereof and as of the Closing Time, and acknowledge that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Corporate Status. The Corporation is a corporation incorporated and existing under the *Business Corporations Act*, is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and, subject to obtaining the Approval and Vesting Order in respect of the matters to be approved therein, performance by the Corporation of this Agreement has been authorized by all necessary corporate action on the part of the Corporation.
- (c) No Conflict. The execution, delivery and performance by the Corporation of this Agreement and the completion of the transactions contemplated hereby do not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Corporation, any agreement or Contract binding on the Corporation (including in connection with a change of control of the Corporation) or any Applicable Law applicable to the Corporation, Peavey or any of their Affiliates, the Retained Assets, the Business or the operation of the Business, or the Purchased Shares, or result in the creation or require the creation of any Encumbrance upon or against the Purchased Shares or the Retained Assets.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation, enforceable against it in accordance with its terms, subject only to obtaining the Approval and Vesting Order.

- (e) No Other Agreements to Purchase. Except for the Purchaser's rights under this Agreement, no Person has any contractual right, option or privilege for the purchase or acquisition from the Corporation of any of the Purchased Shares, the Business, the Retained Assets or for the purchase, subscription, allotment or issuance of any of the unissued shares or other securities of the Corporation. The Corporation has good and valid title to the Retained Assets free and clear of all Encumbrances other than Permitted Encumbrances.
- (f) Proceedings. Save and except for the CCAA Proceedings, there are no proceedings pending against the Corporation or, to the knowledge of the Corporation, threatened against the Corporation, the Business or the Retained Assets or with respect to, or in any manner affecting, title to the Purchased Shares or the Retained Assets, which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Purchased Shares as contemplated by this Agreement or the operation of the Business or the use of the Retained Assets or which would reasonably be expected to delay, restrict or prevent the Corporation from fulfilling any of its obligations set forth in this Agreement.
- (g) Compliance with Laws. The Corporation is conducting and has conducted the Business in compliance with all Applicable Laws in all material respects.

4.3 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to and in favour of the Seller as of the date hereof and as of the Closing Time, and acknowledges that, the Seller is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Corporate Status. The Purchaser is a corporation incorporated and existing under the *Business Corporations Act* as of the date hereof, is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action on the part of the Purchaser.
- (c) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement do not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the Approval and Vesting Order.

4.4 As is, Where is

The representations and warranties of the Seller shall survive the Closing Time on the Closing Date. The Purchaser acknowledges, agrees and confirms that, at the Closing Time, the Purchased Shares (for clarity, together with the Retained Assets) shall be sold and delivered to the Purchaser on an "as is, where is" basis, subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever.

ARTICLE 5 COVENANTS

5.1 Closing Date

- (a) The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing on or before the Outside Date.
- (b) Without limiting the foregoing, the Parties shall assist with submissions, share information and use commercially reasonable efforts to obtain any consent or approval from any Governmental Authority necessary to effect the Closing, including in connection with any Third Party Approvals.
- (c) Each of the Parties shall utilize commercially reasonable efforts to, as promptly as possible, make, or cause to be made, all filings and submissions, as applicable, required under any Applicable Law to effect the Closing.

5.2 Motion for Approval and Vesting Order

As soon as practicable after the date of this Agreement and in any event by no later than April 25, 2025, the Seller shall serve and file with the Court a motion for the issuance of the Approval and Vesting Order, seeking relief that will, *inter alia*, approve this Agreement and the Transaction, and grant the releases contemplated thereby. The Seller shall use its best efforts to seek the issuance and entry of the Approval and Vesting Order and the Purchaser shall reasonably cooperate with the Seller in its efforts to obtain the issuance and entry of the Approval and Vesting Order.

5.3 Interim Period

During the Interim Period, except as otherwise expressly contemplated or permitted by this Agreement (including the Approval and Vesting Order), the Seller and Corporation shall, unless consented to by the Purchaser (i) continue to maintain the Business, operations of the Corporation and Retained Assets in substantially the same manner as conducted on the Effective Date and in material compliance with all Applicable Laws, Permits and Licenses, (ii) not terminate the employment of any of the Employees or alter the terms of employment of any Employee from the terms set forth in Schedule "A", (iii) not dispose or sell Inventory other than in the ordinary course of Business, (iv) maintain the Running Rights in good standing, and (v) not terminate, disclaim or modify any Contract, other than the termination of the Dedicated Fleet Service Contract, that is material to the Business.

5.4 Access During Interim Period

- (a) During the Interim Period, the Seller and the Corporation shall give, or cause to be given, to the Purchaser, and its representatives, reasonable access during normal business hours to the Retained Assets, including the Books and Records and the Corporation's officer's, Employees and other personnel to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Business and the Retained Assets as the Purchaser reasonably deems necessary or desirable to further familiarize themselves with the Business and the Retained Assets. Without limiting the generality of the foregoing: (a) the Purchaser and its representatives shall be permitted reasonable

access during normal business hours to the officer's, Employees and personnel and all documents relating to information scheduled or required to be disclosed under this Agreement; and (b) the Purchaser and its Representatives shall be permitted to contact and discuss the Transactions contemplated herein with Governmental Authorities and the Seller's and Corporation's customers and contractual counterparties. Such investigations, inspections, surveys and tests shall be carried out at the Purchaser's sole and exclusive risk and cost, during normal business hours, and the Purchaser shall use commercially reasonable efforts to not cause undue interference with the Corporation's operations and the Seller and the Corporation shall co-operate reasonably in facilitating such investigations, inspections, surveys and tests and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Purchaser.

5.5 Satisfaction of the Peavey Accounts Receivable

The Parties agree that the Peavey Accounts Receivable shall be deemed satisfied in full as of the Closing Date, and the Corporation and the Purchaser releases the Seller and the Other Peavey Entities from any and all claims they may have against the Seller relating thereto.

5.6 Insurance Matters

Until Closing, the Seller and the Corporation shall keep in good standing and full force and effect all existing insurance policies, including Alberta Worker's Compensation Board insurance, and give any notice or present any claim under any such insurance policies consistent with past practice of the Seller and the Corporation in the ordinary course of business.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing

Closing shall take place on the Closing Date effective as of the Closing Time electronically (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

6.2 Seller Closing Deliveries

At or before the Closing Time, the Seller shall deliver or cause to be delivered to the Purchaser the following:

- (a) a true copy of the Approval and Vesting Order, as issued and entered by the Court;
- (b) original share certificates representing the Purchased Shares duly endorsed in blank for transfer, or accompanied by irrevocable stock transfer powers duly executed in blank, in either case, by the Seller;
- (c) confirmation, in form and substance satisfactory to the Purchaser, that all Third Party Approvals have been obtained;
- (d) resignation and release letters, effective as of the Closing Time, executed by each of directors and officers of the Corporation;
- (e) the Equipment Appraisal;
- (f) the Flow of Funds, executed by the Seller;
- (g) the RBC Confirmation and Release Letter, executed by RBC;
- (h) the 1903 Confirmation and Release Letter, executed by 1903 Loan Agent;

- (i) evidence that the Leasehold Improvement Loan has been terminated and the Corporation has been released from all Liability thereunder;
- (j) evidence that the Equipment Debt does not exceed [REDACTED] and the Corporation does not have any Indebtedness other than the Equipment Debt, which for greater certainty shall include balance confirmation letters from Coast Capital Equipment Finance Ltd., First Capital Leasing Ltd. and TD Equipment Finance Canada dated not more than five days prior to Closing;
- (k) evidence that the Retained Assets are located at the Leased Premises or in the case of any Retained Assets which are in transit in connection with the performance of a Contract, confirmation of the location of such Retained Assets;
- (l) confirmation that the Employees Information remains accurate and that the Employees remain actively employed by the Corporation;
- (m) evidence that there are no Liabilities of the Corporation for salary, wages, bonus, commissions, accrued but unused vacation, vacation pay and other compensation relating to employment of the Employees whether owing by the Corporation to the Employees or a Governmental Authority, as applicable;
- (n) evidence that the Corporation has paid, on a timely basis, all Taxes that are due and payable by it as of the Closing Date, including all instalments on account of Taxes for the current year, whether or not assessed by the appropriate Governmental Authority, which for greater certainty shall include a copy of the Corporation's Canada Revenue Agency online portal evidencing no Taxes owing;
- (o) the Organizational Documents of the Corporation and the corporate Books and Records; and
- (p) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.3 Purchaser's Closing Deliveries

At or before the Closing, the Purchaser shall deliver or cause to be delivered to the Seller and the Corporation (or to the Monitor, as applicable), the following:

- (a) the Base Purchase Price in accordance with Section 3.2; and
- (b) such other agreements, documents and instruments as may be reasonably required by the Seller and the Corporation to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

ARTICLE 7 CONDITIONS OF CLOSING

7.1 Conditions Precedent in favour of the Parties

The obligation of the Parties to complete the Transaction is subject to the following joint conditions being satisfied, fulfilled or performed on or prior to the Closing Date:

- (a) Approval and Vesting Order. The Court shall have issued and entered the Approval and Vesting Order, which Approval and Vesting Order shall not have been stayed, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

- (b) No Order. No Applicable Law and no judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise in effect that restrains or prohibits the completion of the Transaction.
- (c) No Restraint. No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement.
- (d) Monitor's Certificate. The Monitor shall have provided an executed certificate of the Monitor substantially in the form attached to the Approval and Vesting Order (the "**Monitor's Certificate**") confirming that all other conditions to Closing have either been satisfied or waived by both the Purchaser and the Seller.

The foregoing conditions are for the mutual benefit of the Parties. If any condition set out in this Section 7.1 is not satisfied, performed or mutually waived on or prior to the Outside Date, any Party may elect on written notice to the other Parties to terminate this Agreement.

7.2 Conditions Precedent in favour of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (a) Corporation's Deliverables. The Seller and the Corporation shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 6.2.
- (b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 4.1 and Section 4.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (c) No Breach of Covenants. The Seller and the Corporation shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by the Corporation and the Seller on or before the Closing Date.
- (d) Partial Termination of CCAA Proceeding. Upon Closing, the CCAA proceeding shall have been terminated in respect of the Corporation, its Business and property (including the Retained Assets) and any Encumbrances pursuant to the Initial Order, as set out in the Approval and Vesting Order, but, for greater certainty, shall continue in respect of, the Seller and the rest of the Other Peavey Entities.
- (e) Amendment to Existing Red Deer Lease. The Corporation and the Lessor shall have entered into an amended lease agreement over the Leased Premised, on commercially reasonable terms, on or before the Closing Date which is acceptable to the Purchaser in its sole discretion.
- (f) Dedicated Fleet Service Contract. Any disclaiming or modification of the Dedicated Fleet Service Contract shall be acceptable to the Purchaser in its sole discretion.
- (g) Permits and Licenses. The Permits and Licenses shall be in good standing at the Closing Time and no material default or suspension shall have occurred under any such Permits and Licenses that remains unremedied and such Permits and Licenses shall remain in good standing immediately following and notwithstanding Closing and no Governmental Authority whose consent is not required to the Transaction shall have objected to the completion of the Transaction or indicated that such Permits and Licenses will not remain in full force and effect or be suspended following completion of the Transaction.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in Section 7.2 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the

event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set out in Section 7.2 is not satisfied or performed on or prior to the Outside Date, the Purchaser may elect on written notice to the Seller to terminate this Agreement.

7.3 Conditions Precedent in favour of the Seller and the Corporation

The obligation of the Seller to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (a) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Corporation at the Closing all the documents and payments contemplated in Section 6.3.
- (b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 4.3 shall be true and correct in all material respects (i) as of the Closing Date as if made on and as of such date, or (ii) if made as of a date specified therein, as of such date.
- (c) No Breach of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

The foregoing conditions are for the exclusive benefit of the Seller and the Corporation. Any condition in this Section 7.3 may be waived by the Seller and the Corporation in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Seller and the Corporation only if made in writing. If any condition set forth in this Section 7.3 is not satisfied or performed on or prior to the Outside Date, the Seller and the Corporation may elect on written notice to the Purchaser to terminate the Agreement.

ARTICLE 8 TERMINATION

8.1 Grounds for Termination

This Agreement may be terminated on or prior to the Closing Date:

- (a) by the mutual written agreement of the Seller (with the consent of the Monitor) and the Purchaser; or
- (b) by the Seller (with the consent of the Monitor) or the Purchaser upon written notice to the other Parties if: (i) the Closing has not occurred on or prior to the Outside Date; or (ii) the Approval and Vesting Order is not obtained on or before May 1, 2025 (subject to availability of the Court); provided in each case that the failure to close or obtain the Approval and Vesting Order, by such deadline is not caused by a breach of this Agreement by the Party proposing to terminate the Agreement.

8.2 Effect of Termination.

If this Agreement is terminated pursuant to Section 7.1, 7.2, 7.3 or 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder.

**ARTICLE 9
GENERAL**

9.1 Access to Books and Records

For a period of two years from the Closing Date or for such longer period as may be reasonably required for the Seller (or any trustee in bankruptcy of the estate of the Seller) to comply with Applicable Law, the Purchaser will retain all Books and Records that are delivered to the Purchaser under this Agreement, but the Purchaser is not responsible or liable for any accidental loss or destruction of, or damage to, any such Books and Records. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Seller (and any representative, agent, former director or officer or trustee in bankruptcy of the estate of the Seller, including the Monitor) has the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.

9.2 Notice

Any notice or other communication required to be given pursuant to this Agreement shall be in writing and delivered by a recognized overnight courier, express delivery service or by email to the following addresses (or to such other address as a party specifies to the other by written notice), and shall be deemed given when deposited with such courier or delivery service for overnight delivery or when received by the recipient's email server:

- (a) in the case of the Purchaser, as follows:

Fire & Flood Emergency Services Ltd.
227 Belich Crt.
Red Deer County, AB T4S 2K5

Attention: Allan Cleiren
Email: allan@fire-flood.com

with a copy to:

Dentons Canada LLP
2500 Stantec Tower, 10220 103 Ave NW
Edmonton, AB T5J 0K4

Attention: Leanne Krawchuk / Danny Wakeling
Email: leanne.krawchuk@dentons.com / danny.wakeling@dentons.com

- (b) in the case of the Seller or the Corporation, as follows:

The Peavey Group
7740 40 Ave
Red Deer, AB T4P

Attention: Karen Dilon
Email: karen.dilon@peaveyindustries.com

with a copy to:

Norton Rose Fulbright Canada LLP
400 3 Ave SW, Suite 3700
Calgary, AB T2P 4H2

Attention: Howard A. Gorman, KC
Email: howard.gorman@nortonrosefulbright.com

- (c) in each case, with a further copy to the Monitor as follows:

FTI Consulting Canada Inc.
520 5th Ave SW, Suite 1610
Calgary, AB T2P 3R7

Attention: Patrick Kennedy
Email: patrick.kennedy@fticonsulting.com

with a copy to:

McCarthy Tétrault LLP
421 – 7th Avenue SW, Suite 4000
Calgary, AB T2P 4K9

Attention: Sean Collins, KC
Email: scollins@mccarthy.ca

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Calgary time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Calgary time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission. In the case of a communication by email or other electronic means, if an autoreply is received indicating that the email is no longer monitored or in use, delivery must be followed by the dispatch of a copy of such communication pursuant to one of the other methods described above; provided however that any communication originally delivered by electronic means shall be deemed to have been given on the date stipulated above for electronic delivery.

Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

9.3 Public Announcements

The Seller shall be entitled to disclose this Agreement to the Court and parties in interest in the CCAA Proceedings, other than the Base Purchase Price, Schedule A (Employee Information), the Purchase Price and any other information which the Purchaser advises the Seller in writing as being confidential, and this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings. Other than as provided in the preceding sentence or statements made in Court (or in pleadings filed therein) or where required to meet timely disclosure obligations of the Seller or any of its Affiliates under Applicable Laws or stock exchange rules, the Seller shall not issue (prior to or after the Closing) any press release or make any public statement or public communication with respect to this Agreement or the Transactions contemplated hereby without the prior consent of the other Parties, which shall not be unreasonably withheld or delayed.

9.4 Confidentiality

The Seller acknowledges that it has knowledge of certain confidential information and/or trade secrets of or relating to the Corporation, the Business and the Retained Assets. The Seller will not, for any reason, at any time, directly or indirectly, use or disclose to any Person, whether or not for its benefit or otherwise, any confidential matters concerning the Corporation, the Business and/or the Retained Assets, including, without limitation, trade secrets, lists of Employees, mailing lists, pricing policies, incentive programs, supplier rebates and incentives, operational methods, financial statements and projections, marketing plans or strategies, catalog circulation plans or strategies, product development and merchandising techniques or plans, and other confidential research concerning the Corporation, the Business and/or the Retained Assets. Information will not be entitled to confidential treatment hereunder, however, to the extent such information is or becomes generally known and available for use by the public other than as a result of the action or omission of the Seller or any Person bound by a duty of confidentiality to the Seller. If the Seller become legally compelled to make any disclosure otherwise prohibited by this Section 9.4, then the Seller will provide the Purchaser with prompt notice of such occurrence so that the Purchaser may seek an appropriate protective order, and disclose only that information the disclosure of which is legally compelled and will reasonably cooperate with the Purchaser in its efforts to obtain confidential treatment for any information so disclosed.

9.5 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

9.6 Survival

The representations and warranties of the Parties contained in this Agreement shall not merge on Closing and the representations, warranties and covenants of the Parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.

9.7 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

9.8 Entire Agreement

This Agreement and the attached Schedules hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements, including the LOI and NDA. This Agreement may not be amended or modified in any respect except by written instrument executed by the Seller, the Purchaser and the Monitor.

9.9 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

9.10 Governing Law

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Alberta, Canada and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. Any and all disputes arising out of or related to this Agreement will be adjudicated exclusively in the provincial or federal courts located in Calgary.

9.11 Assignment

- (a) This Agreement may be assigned by the Purchaser prior to the issuance of the Approval and Vesting Order, in whole or in part, without the prior written consent of the Seller, the Corporation, or the Monitor, provided that: (x) (i) such assignee is an Affiliate of the Purchaser; (ii) the Purchaser provides prior notice of such assignment to the Seller, the Corporation and the Monitor; and (iii) such assignee agrees to be bound by the terms of this Agreement to the extent of the assignment; provided, however, that any such assignment shall not relieve the Purchaser of its obligations hereunder; and (y) the Purchaser may assign the benefits of this Agreement to a lender or lenders as security for obligations owed to it or them, all without the consent of (but upon notice to) the Seller, the Corporation and the Monitor.
- (b) This Agreement may not be assigned by the Seller or the Corporation without the consent of the Purchaser.

9.12 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

9.13 Counterparts

The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which shall constitute one agreement. The signatures of the Parties need not appear on the same counterpart. The delivery of signed counterparts by email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

9.14 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way and the Parties agree to negotiate in good faith to replace such invalid, illegal and unenforceable provision with a valid, legal and enforceable provision that achieves, to the greatest lawful extent under this Agreement, the economic, business and other purposes of such invalid, illegal or unenforceable provision.

9.15 Monitor's Certificate

The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and shall promptly file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no Liability to the Parties in connection therewith. The Parties further acknowledge and agree that upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived, the Monitor may deliver the executed Monitor's Certificate to the Purchaser's counsel in escrow, with the sole condition of its release from escrow being the Monitor's written confirmation that Base Purchase Price has been delivered in accordance with this Agreement, the Monitor's Certificate will be released from escrow to the Purchaser, and the Closing shall be deemed to have occurred.

9.16 Monitor's Capacity

In addition to all of the protections granted to the Monitor under the CCAA or any order of the Court in this CCAA proceeding, the Seller, the Corporation and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Corporation and not in its personal capacity, will have no Liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever as Monitor.

[The remainder of this page is intentionally left blank; signature page follows.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

PEAVEY INDUSTRIES LP, by its general partner, PEAVEY INDUSTRIES GENERAL PARTNER LIMITED

By:  _____

Name: Karen Dillon

Title: Chief Financial Officer

I have authority to bind the corporation

GUYS FREIGHTWAYS LTD.

By:  _____

Name: Karen Dillon

Title: Chief Financial Officer

I have authority to bind the corporation.

FIRE & FLOOD EMERGENCY SERVICES LTD.

By: _____

Name:

Title:

I have authority to bind the corporation.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

PEAVEY INDUSTRIES LP, by its general partner, PEAVEY INDUSTRIES GENERAL PARTNER LIMITED

By: _____

Name:

Title:

I have authority to bind the corporation

GUYS FREIGHTWAYS LTD.

By: _____

Name:

Title:

I have authority to bind the corporation.

FIRE & FLOOD EMERGENCY SERVICES LTD.

By:  _____

Name: Allan Cleiren

Title: Executive Vice President

I have authority to bind the corporation.

Schedule "A"
Employment Compensation

Schedule "B"
Retained Assets

Guys Freightways Ltd. - Retained Assets

1. EQUIPMENT

Heavy Trucks

Serial Number	Description
1XP5DB9XX4D821285	2004 Peterbilt (Unit 70)
1XP5D9X77D734640	2007 Peterbilt (Unit 79)
1XPXD89XXBD118601	2011 Peterbilt T91
1XPXDP9X9ED232994	2014 Peterbilt 389L T102
1XPXD49X0FD255435	2015 Peterbilt 389L T105
1XPXDP9X3HD443273	2017 Peterbilt 389L T108
1XPXDP9X0JD462336	2018 Peterbilt 389L T110
1XPCDP9X6JD491631	2018 Peterbilt 567 T111
1XPXD49X7LD639904	2020 Peterbilt 389L T114
1XPXD49X9LD639905	2020 Peterbilt 389L T113
	2022 Peterbilt 389 New Engine T102
1X9XD49X7ND786498	2023 Peterbilt 389 T115
1XPXD49X5PD850105	2023 Peterbilt 389 T116
1XPXD49X0PD862212	2023 Peterbilt 389 T117
1XPXD49X6RD678251	2024 Peterbilt 389 UNIT 118
1XPXD49X0SD673245	2025 Peterbilt 389 UNIT 119
1XPED49X6SD719720	2025 Peterbilt 589 Long Hood UNIT 120
1XPED49X8SD719721	2025 Peterbilt 589 Long Hood UNIT 121
1XPED49XXSD719722	2025 Peterbilt 589 Long Hood UNIT 122

Trailers

Serial Number	Description
1DW1A482XWS168802	1998 Stoughton Tandem T74
1DW1A5323XS267301	1999 Tandem T76
1DW1A4828WS168801	1998 Stoughton Tandem Triamle T75
2LDSA53373C038895	2003 Lode King T91
2LPF5331X0A29943	1999 Lode King T90
2M592161851101451	2005 Manac Van T93
2M593161271113353	2007 Manac Van T96
2M5931610711133525	2007 Manac Van T97
2M593161381118501	2008 Manac Van T99
2M593161391119776	2009 Manac Van T100
2M593161391119777	2009 Manac Van T101
2M5931610A1123337	2010 Manac 53' FRP Tridem Van T103
2M5931612A1123338	2010 Manac 53' FRP tridem Van T104
1UYVS3534CG280203	2012 Tridem Utility Trailer T109
1UYVS3534CG280202	2012 Dry Van Utility Trailuer T108
1UYVS3530DG527501	2013 53' Tridem Dry Van T110
1UYVS3532DG599601	2013 Utility 53' Tridem Dry Van T113
1UYVA3532DG599602	2013 Utility 53' Tridem Dry Van T114
1DW1A5323XS267301	2014 Utility 53' Tri Air Dry Van T115
1UYVS3537EG981402	2014 Utility 53' Tri Air Dry Van T116
1UYVS3538GG361001	2016 Van Dry 53' Tri Air Utility Trailer T118
1UYVS353XGG361002	2016 Van Dry 53' Tri Air Utility Trailer T119
1UYVS3532H7097601	2017 Tridem Utility Dry Van Unit T123
1UYVS3534H7097602	2017 Tridem Utility Dry Van 53' Unit T124
1UYVS3530J7161901	2018 Van Dry 53' Tri Air Utility Tridem T125
1UYVS3539J7161902	2018 Van Dry 53' Tri Air Utility Tridem T126
1UYVS3532J7356401	Van Dry 53' Tri Air Trailer T127
1UYVS3530J7356402	Van Dry 53' Tri Air Trailer T128
1UYVS3538EG897329	2014 53' Utility Tridem Dry Van T129
1UYVS3536L7798201	2020 Van Dry 53' Tri Air Utility Tridem T130
1UYVS3538L779802	2020 Van Dry 53' Tri Air Utility Tridem T131
1UYVS3537M7146902	2021 Utility 53' dry Van Tri Air T133
1UYVS3535M7146901	2021 Utility 53' Tridem Tri Air T132
1UYVS25395G551302	2005 Utility 53' Tandem Dry Van T135
1UYVS25355G475710	2005 Tandem Utility 50' Unit T134
1UYVS25347G219416	2007 Utility 53' Tandem Dry Van T136
1UYVS2545G6690001	2005 Utility 53' Tandem Dry Van T137
1UYVS3538N7605419	2022 Utility 53' Tridem Dry VanT 138
1UYVS3534N7605420	2022 Utility 53' Tridem Dry Van Unit 139
2MN01ARW371001425	2007 Trailmobile Tridem Dry Van T141
2M5931615P1218615	2023 Manac 53' Tridem Dry Van Unit 142
T1432M5931617P1218616	2023 Manac 53' Tridem Dry Van Unit 143
2M553161121081780	2002 Manc 53' Tri Axle T89

Automotive

Serial Number	Description
3C6TD5JT3CG262447	2012 Dodge Ram 2500 4/4

Shop Equipment

Serial Number	Description
	Photocopiers (now in shop)
	Air Rivetors
	Digitex Photocopiers
	New Telephone Systems
	Innovative loading ramps
	AC Service Machines
	Tool Cabinets/Boxes
	Printers
	Princess Auto
	Sertil-Koni Lift #1
	Sertil-Koni Lift #2
	Sertil-Koni Lift #3
	Sertil-Koni Lift #4

Computers, Computer Software, Furniture

Serial Number	Description
	Computers
	Truck Monitoring Computers
	Additional Invoices
	Truck Monitoring Computers
	HP USB-Cs
RB55232	Maclocks
187308	Camera's
	Axon Accounting/Dispatch Software
	All office furniture and unattached fixtures

2. CONTRACTS:

All Equipment Loans and Leases on Schedule C
 Amended and Restated Red Deer Lease
 All employee contracts on Schedule A

3. PERMITS AND LICENSES:

Type of Permit	Certificate/Account/Permit No.	National Safety Code Number (or other applicable operating no.)	Motor Vehicle Identification No. (where applicable)	Operator Status (where applicable)	Expiry Date
Safety Fitness Certificate	Certificate number 002383438	NRC Number AB001-5925	MVID 0214-27166	Operator Status: Federal	Expiry date: April 30, 2028
Carrie Profile		NRC Number AB001-5925			Expiry date: December 19, 2024
LCV for Manitoba	Permit number LC24072500072-R1				Expiry date: July 31, 2025
LCV for Alberta	Permit number 24-091-7773, Rev 2				Expiry date: July 31, 2025
LCV for Saskatchewan	Permit number 2213962				Expiry date: July 31, 2025
US DOT	Number 660062				Status: Active
WCB	Account 1457293	Industry code 50714 - General Trucking -			Status: In good standing.
IFTA	Account 553	Multi Elect			Status: Active

4. INVENTORY:

Inventory Description

Wire tie downs
 Sleepr Air Bags
 Trailer wire
 Battery Cables
 Exhaust pipe
 Trailer Electrical
 Brake pads
 Pete Heater
 Horns and Bumpers
 Air and electrical lines
 Truck Belts
 Truck steps
 Truck Accessories
 Exhaust Balloons
 Brake slack adjuster
 Bearing seals

Truck and Trailer Air bags
Van trailer doors
Recap Tires 275/80R24.5
Recap Tires 285/75R24.5
11R22.5 Runouts
285/75R24.5 Toyo Runouts
11R22.5 Michelin Runouts
285/75R24.5 Drive Cap Run Outs
285/75R24.5 Trailer Run outs
11R22.5 XLine Energy Z Run outs
11R22.5 Milever Winter Drives
11R22.5 casing
275/80R24.5 XDS2 Caps

5. BOOKS AND RECORDS:

Guys Freightways Ltd. Minute Book
All Accounting and Financial Records

6. RUNNING RIGHTS:

See US DOT permit under "Permits and Licenses" above.

Schedule "C"
Equipment Loans and Capital Leases

Schedule "D"
Permitted Encumbrances

Guys Freightways Ltd. - Permitted Encumbrances

Permitted Encumbrances:

Jurisdiction	Registration #	Date of Registration	Date of Expiry	Type of Registration	Email Address for Security Registrant	Physical Address for Security Registrant	Collateral Serial Numbers	Collateral Description
AB	21100426881	04-Oct-21	04-Oct-27	Security Agreement	abssecparties@avssystems.ca	COAST CAPITAL EQUIPMENT FINANCE LTD. 800-9900 KING GEORGE BLVD. SURREY, BC V3T 0K7	1XPXD49X7ND786498 2022 PETERBILT 389 MV - Motor Vehicle	ONE (1) USED 2022 PETERBILT 389 SIN 1XPXD49X7ND786498 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. DRY VAN(S), UTILITY VAN(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. PURSUANT TO LEASE AGREEMENT 50021131, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50021131 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING ONE 1 2023 PETERBILT 389 TRUCK PURSUANT TO LEASE AGREEMENT 50022838, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50022838 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING ONE 1 2023 PETERBILT 389 HIGHWAY TRACTOR WITH COMPLETE ATTACHMENTS AND ACCESSORIES TRAILER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL
AB	21100620459	06-Oct-21	06-Oct-27	Security Agreement	abssecparties@avssystems.ca	MERIDIAN ONECAP CREDIT CORP. SUITE 1500, 4710 KINGSWAY BURNABY, BC V5H 4M2	1UYVS3538N7605419 2022 UTILITY TRIDEM MV - Motor Vehicle; 1UYVS3534N7605420 2022 UTILITY TRIDEM MV - Motor Vehicle	
AB	22061015832	10-Jun-22	10-Jun-28	Security Agreement	funding@bookin.com	BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP. 102-1465 NORTH SERVICE RD E OAKVILLE, ON L6H 1A7	1XPXD49X6PD850105 2023 PETERBILT 389 MV - Motor Vehicle	
AB	22091605423	16-Sep-22	16-Sep-28	Security Agreement	funding@bookin.com	BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP. 102-1465 NORTH SERVICE RD E OAKVILLE, ON L6H 1A7	1XPXD49X0PD862212 2023 PETERBILT 389 MV - Motor Vehicle	
AB	23012518059	25-Jan-23	25-Jan-29	Security Agreement	abssecparties@avssystems.ca	MERIDIAN ONECAP CREDIT CORP. 204 - 3185 WILLINGDON GREEN BURNABY, BC V5G 4P3 CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB R3T 1L9	2M5931617P1218616 2023 MANAC 53' TRIDEM DRY VAN TR - Trailer	
AB	23012805067	28-Jan-23	28-Jan-29	Security Agreement	p psa.administration@cwbnationalleasing.com			AGREEMENT NUMBER 3102343. TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM

AB	24021516704	15-Feb-24	15-Feb-30	Security Agreement	absecparties@avssystems.ca	TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK 400-5045 SOUTH SERVICE RD BURLINGTON, ON L7L 5Y7 THE TORONTO-DOMINION BANK 400-5045 SOUTH SERVICE RD BURLINGTON, ON L7L 5Y7	1XPXD49XSD673245 2025 PETERBILT 389 MV - Motor Vehicle	TOGETHER WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, ACCESIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND SPARE PARTS, EXCHANGES AND TRADE-INS THEREFOR, ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
AB	24021516704	15-Feb-24	15-Feb-30	Security Agreement	absecparties@avssystems.ca	See above	See above	TOGETHER WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, ACCESIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND SPARE PARTS, EXCHANGES AND TRADE-INS THEREFOR, ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
AB	24081216457	12-Aug-24	12-Aug-30	Security Agreement	absecparties@eserv/cecorp.ca	TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK 400-5045 SOUTH SERVICE RD BURLINGTON, ON L7L 5Y7 THE TORONTO-DOMINION BANK 400-5045 SOUTH SERVICE RD BURLINGTON, ON L7L 5Y7	1XPED49XSD719720 2025 PETERBILT 589 MV - Motor Vehicle; 1XPED49XSD719721 2025 PETERBILT 589 MV - Motor Vehicle	TOGETHER WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, ACCESIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND SPARE PARTS, EXCHANGES AND TRADE-INS THEREFOR, ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
AB	24081216457	12-Aug-24	12-Aug-30	Security Agreement	absecparties@eserv/cecorp.ca	See above	See above	TOGETHER WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, ACCESIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND SPARE PARTS, EXCHANGES AND TRADE-INS THEREFOR, ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
AB	24100303911	03-Oct-24	03-Oct-30	Security Agreement	absecparties@eserv/cecorp.ca	TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK 400-5045 SOUTH SERVICE RD BURLINGTON, ON L7L 5Y7 THE TORONTO-DOMINION BANK 400-5045 SOUTH SERVICE RD BURLINGTON, ON L7L 5Y7	1XPED49XSD719722 2025 PETERBILT 589 MV - Motor Vehicle	TOGETHER WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, ACCESIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND SPARE PARTS, EXCHANGES AND TRADE-INS THEREFOR, ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
AB	24100303911	03-Oct-24	03-Oct-30	Security Agreement	absecparties@eserv/cecorp.ca	See above	See above	TOGETHER WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, ACCESIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND SPARE PARTS, EXCHANGES AND TRADE-INS THEREFOR, ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Schedule "E"
Third Party Consents

Guys Freightways Ltd. - Third Party Approvals

Consents and approvals for Transaction

1. Contracts:
None.

2. Equipment Loans and Capital Leases:

Lendor	GL reference	Lendor Lease Reference	Loan Type	Start date
TD Equipment Finance Canada	13062097 - acct 274	23026890	Loan	Thursday, September 21, 2023
TD Equipment Finance Canada	13062100 - acct 277	24000540	Loan	Wednesday, January 10, 2024
TD Equipment Finance Canada	13062102 - acct 278	24003930	Loan	Thursday, February 15, 2024
TD Equipment Finance Canada	13062103 - acct 279	24028240	Capital Lease	Monday, August 12, 2024
TD Equipment Finance Canada	13062104 - acct 282	24034860	Capital Lease	Tuesday, October 15, 2024

3. Running Rights:
None.

4. Other Consents or Approvals Required for Transaction:
None.

Schedule "F"
RBC AND 1903 REGISTRATIONS

Guy's Freightways Ltd. - RBC and 1903 Registrations

1. RBC Registrations:

Registration No.	Jurisdiction	Debtor(s)	Secured Party
19121618505	Alberta	Guys Freightways Ltd.	Royal Bank of Canada
202212582508	Manitoba	Peavey Industries LP	Royal Bank of Canada
201807705003	Manitoba	Peavey Industries LP	Royal Bank of Canada
20191216 1539 1862 4682	Ontario	Peavey Industries LP and Peavey Industries General Partner Limited	Royal Bank of Canada, As Agent

2. 1903 Registrations:

Registration No.	Jurisdiction	Debtor(s)	Secured Party
24121824631	Alberta	Guys Freightways Ltd.	1903P Loan Agent, LLC, As Agent and 1903P Loan Agent, LLC
24121824697	Alberta	Peavey Industries LP and Peavey Industries General Partner Limited	1903P Loan Agent, LLC, As Agent and 1903P Loan Agent, LLC
202422126505	Manitoba	Peavey Industries LP and Peavey Industries General Partner Limited	1903P Loan Agent, LLC, As Agent and 1903P Loan Agent, LLC
834942Q	British Columbia	Peavey Industries LP and Peavey Industries General Partner Limited	1903P Loan Agent, LLC, As Agent and 1903P Loan Agent, LLC
20241218 1856 1590 1255	Ontario	Peavey Industries LP and Peavey Industries General Partner Limited	1903P Loan Agent, LLC, As Agent and 1903P Loan Agent, LLC
302633864	Saskatchewan	Peavey Industries LP and Peavey Industries by its General Partner Peavey Industries General Partner Limited and Peavey Industries General Partner Limited	1903P Loan Agent, LLC, As Agent and 1903P Loan Agent, LLC
40657843	Nova Scotia	Peavey Industries LP and Peavey Industries General Partner Limited	1903P Loan Agent, LLC, As Agent and 1903P Loan Agent, LLC

Appendix “B”

260 AB Offer

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made effective as of the 15th day of April, 2025 (the “**Effective Date**”).

BETWEEN:

PEAVEY INDUSTRIES LP, a limited partnership governed by the laws of the Province of Alberta (the “**Seller**”)

– and –

2607781 ALBERTA LTD., a corporation formed under the laws of the Province of Alberta (the “**Purchaser**” and collectively with the Seller, the “**Parties**”)

RECITALS:

- A. The Seller is the owner of the Purchased Assets (as defined below);
- B. The Seller and certain of its affiliates obtained creditor protection under the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. C-36 pursuant to an initial order (the “**Initial Order**”) of the Court of King’s Bench of Alberta (the “**Court**”);
- C. Under the Initial Order, the Court appointed FTI Consulting Canada Inc. as the CCAA monitor of the Seller (in such capacity, the “**Monitor**”);
- D. An Approval and Vesting Order (as defined below) will be sought by the Seller and issued by the Court as soon as practicable following the Effective Date; and
- E. The Seller has agreed to sell, and the Purchaser has agreed to purchase, the Purchased Assets upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

Unless otherwise defined herein, in this Agreement (including, without limitation, the preamble and recitals hereof) all terms with initial capital letters shall have the following meanings:

- (a) “**Acquired Rights**” means any and all claims and causes of action with respect to the Purchased IP, whether accruing before, on, or after the Closing Time, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;
- (b) “**Agreement**” means this Asset Purchase Agreement;

- (c) **“Approval and Vesting Order”** means an order by the Court, in form and substance satisfactory to the Seller and Purchaser, acting reasonably, among other things, approving and authorizing the Transaction and vesting the Purchased Assets in, and to, the Purchaser, free and clear of any and all encumbrances;
- (d) **“Closing”** means the closing and consummation of the Transaction;
- (e) **“Closing Date”** means such date as the Purchaser and the Seller may agree in writing, which shall be as soon as practicable, and in any event no later than three (3) business days following satisfaction (or waiver by the Party entitled to waive such condition) of all conditions set forth in Article 6 other than those that by their nature are not able to be satisfied prior to Closing;
- (f) **“Closing Time”** means 3:00 P.M. (Calgary time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place;
- (g) **“Deposit”** means \$100,000, provided as an advance payment, paid on behalf of the Purchaser to Norton Rose Fulbright Canada LLP in trust as counsel to the Seller, to be held and released in accordance with the terms of this Agreement;
- (h) **“Domain Name”** means the domain name registration set forth in Schedule A;
- (i) **“ERP Systems and Servers”** means the enterprise resource planning systems and servers identified in Schedule B;
- (j) **“ETA”** means Part IX of the *Excise Tax Act* (Canada), as amended;
- (k) **“Existing Racking”** means racking held at the premises located at 412 Liberty Avenue, Red Deer Country, Alberta and the cross beams for existing uprights currently held at the premises located at 7740 – 47th Avenue, Red Deer, Alberta;
- (l) **“Fixtures and Equipment”** means all existing fixtures and equipment, including forklifts, identified in Schedule C;
- (m) **“GST”** means the goods and services tax and harmonized sales tax imposed under the ETA;
- (n) **“ITA”** means the *Income Tax Act* (Canada), as amended;
- (o) **“Marks”** means (i) all registered trademarks identified in Schedule D (the **“Registered Marks”**) (ii) all unregistered trademarks identified in Schedule E (the **“Unregistered Marks”**) and collectively with the Registered Marks, the **“Peavey Marks”**);
- (p) **“Outside Date”** means April 30, 2025;
- (q) **“Purchased IP”** means all intellectual property owned exclusively by the Seller, excluding the TSC IP, being (i) the Domain Name; (ii) the Marks and all goodwill associated with the Marks; and (iii) all copyright in and to the Marks, including those Peavey Marks featuring a design element as identified in Schedule D and Schedule E;
- (r) **“Transaction”** means the transactions contemplated by this Agreement, including the purchase and sale of the Purchased Assets;

- (s) **“Transfer Taxes”** means the GST and all transfer, sales, use, excise, stamp, license, production, value-added, land transfer and other like taxes, registration and recording fees, and any other similar or like taxes, assessments, charges, duties, fees, levies or other charges of any kind whatsoever imposed by a government authority in connection with the sale, transfer or registration of the transfer of the Purchased Assets, and includes additions by way of withholdings, fee, penalties, interest, fines and other amounts with respect thereto;
- (t) **“TSC Agreement”** means the asset purchase agreement between the Seller and Tractor Supply Company in respect of the sale of TSC IP; and
- (u) **“TSC IP”** means any and all intellectual property relating to the “TSC Stores” brand sold pursuant to the TSC Agreement.

ARTICLE 2 SALE OF PURCHASED ASSETS

2.1 Sale, Assignment and Transfer

Subject to the terms of this Agreement, and in accordance with the Approval and Vesting Order, effective as of the Closing Time, the Seller hereby irrevocably sells, assigns and transfers unto the Purchaser, and the Purchaser hereby purchases and acquires, all the Seller’s right, title and interest in and to the following (collectively, the **“Purchased Assets”**):

- (a) the Acquired Rights;
- (b) ERP Systems and Servers;
- (c) Existing Racking;
- (d) Fixtures and Equipment; and
- (e) the Purchased IP, including all registrations, applications, or reservations in or related to such Purchased IP.

2.2 Consideration

In consideration of the assignment and transfer of the Purchased Assets, the Purchaser shall pay \$1,097,000, less the Deposit, to the Seller on the Closing Date (the **“Purchase Price”**). The Purchase Price shall be paid to Norton Rose Fulbright Canada LLP in trust as counsel to the Seller.

2.3 Sales Tax

- (a) The consideration to be paid by the Purchaser is exclusive of any Transfer Taxes. The Purchaser shall be responsible for, and shall indemnify and save harmless the Seller in respect of, the amount of any Transfer Taxes that become payable in connection with the Transaction, and shall pay to the Seller the amount of any such Transfer Taxes that the Seller is required to collect in accordance with applicable laws. In the event it is determined that Seller was required to collect any amount of Transfer Taxes in respect of the purchase of any of the Purchased Assets hereunder that the Seller did not otherwise collect, the Purchaser shall, on receipt of an invoice, promptly pay such amount to the Seller.
- (b) The Seller and the Purchaser shall make the joint election in prescribed form pursuant to section 167 of the ETA such that no GST is payable by the Purchaser in respect of the

purchase of the Purchased Assets hereunder. The Purchaser will file such election in prescribed form and within the time limits contained in the ETA and, as soon as reasonably practicable thereafter, provide the Seller with proof of filing such election with the appropriate government authority.

2.4 Assumption of Obligations

The Purchaser shall assume, fulfill and perform and indemnify and save harmless the Seller in respect of all obligations in connection with any events, actions, occurrences or circumstances that arise after the Closing Date relating to the Purchased Assets (the “**Assumed Obligations**”). The Purchaser, on its own behalf and on behalf of each of its successors, assigns, and affiliates, does agree to and does hereby remise, release and forever discharge the Seller from and against any and all actions, causes of actions, claims, damages, costs, expenses, interests and demands of every kind and nature whatsoever, whether at law or at equity, or under any statute, which it ever had, now has, or may in the future have against the Seller, that in any way relate to the Assumed Obligations. The covenants and agreements to indemnify made by the Purchaser in this Section 2.5 shall survive Closing.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Seller

The Seller represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with its purchase of the Purchased Assets:

- (a) The Seller is validly existing under the laws of the Province of Alberta and has the capacity to own or lease its property including the Purchased Assets and to enter into this Agreement and the Trademark Assignment (as defined below) and to perform its obligations hereunder and thereunder.
- (b) The execution and delivery of, and the performance by the Seller of its obligations under, this Agreement and the Trademark Assignment, has been duly authorized by the Seller and constitutes a legal, valid and binding obligation of the Seller enforceable against the Seller by the Purchaser in accordance with its terms subject to obtaining the Approval and Vesting Order.
- (c) Further to the issuance of the Approval and Vesting Order the Purchaser will become the sole owner of the Purchased Assets, free and clear of and from any and all encumbrances.
- (d) The Seller is not a non-resident of Canada within the meaning of the ITA.
- (e) The Seller is a registrant under the ETA, with registration number 79433 0696 RT 001.

3.2 As is Where is

The Purchaser acknowledges, agrees and confirms that, at the Closing Time, the Purchased Assets shall be sold and delivered to the Purchaser on an “as is, where is” basis, subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to title, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever.

3.3 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Seller as follows and acknowledges that the Seller is relying on such representations and warranties in connection with its sale of the Purchased Assets:

- (a) The Purchaser is validly existing under the Laws of the Province of Alberta and has the capacity to enter into this Agreement and the Trademark Assignment and to perform its obligations hereunder and thereunder.
- (b) The execution and delivery of, and the performance by the Purchaser of its obligations under, this Agreement and the Trademark Assignment, has been duly authorized by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser by the Seller in accordance with its terms, subject only to any limitation under applicable laws relating to (i) bankruptcy, winding up, insolvency, arrangement, fraudulent preference and conveyance assignment and preference and other laws affecting the rights of creditors generally, and (ii) the discretion that a court may exercise in the granting of equitable remedies, including specific performance and injunctions.
- (c) No broker, agent or other intermediary is entitled to any fee, commission or other remuneration in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Purchaser.
- (d) The Purchaser is not a non-resident of Canada within the meaning of the ITA.

ARTICLE 4 COVENANTS

4.1 Motion for Approval and Vesting Order

As soon as practicable after the Effective Date of this Agreement the Seller shall serve and file with the Court a motion for the issuance of the Approval and Vesting Order, seeking relief that will, *inter alia*, approve this Agreement and the Transaction, grant the releases contemplated thereby and any other ancillary relief necessary to allow the Seller and the Monitor to fully effect to the Transaction. The Seller shall use commercially reasonable efforts to seek the issuance and entry of the Approval and Vesting Order on or before April 25, 2025, subject to the Court's availability, and the Purchaser shall cooperate with the Seller in its efforts to obtain the issuance and entry of the Approval and Vesting Order.

ARTICLE 5 CLOSING ARRANGEMENTS

5.1 Seller Closing Deliveries

At or before the Closing Time, the Seller shall deliver or cause to be delivered to the Purchaser, each in a form and substance satisfactory to the Purchaser, acting reasonably:

- (a) a true copy of the Approval and Vesting Order, as issued and entered by the Court;
- (b) the Purchased Assets, and a bill of sale in respect thereto;
- (c) a trademark assignment in the form of Schedule F (the "**Trademark Assignment**"), duly executed by the Seller, confirming the transfer of all of the Seller's right, title, and interest in and to the Registered Marks to the Purchaser in accordance with the terms of this Agreement, for filing with the Canadian Intellectual Property Office as necessary to register

or record the Purchaser as the assignee and owner of the Registered Marks, in accordance with applicable law; and

- (d) such other usual and customary documents for transactions of the nature set out in this Agreement as are required to complete the Transaction and are requested by the Purchaser, acting reasonably, not less than ten (10) days prior to the Closing Date.

5.2 Purchaser Closing Deliveries

At or before the Closing Time, the Purchaser shall deliver or cause to be delivered to the Seller (or Norton Rose Fulbright Canada LLP on behalf of the Seller), each in a form and substance satisfactory to the Seller, acting reasonably:

- (a) the Purchase Price, together with applicable sales taxes;
- (b) the Trademark Assignment duly executed by the Purchaser; and
- (c) such other usual and customary documents for transactions of the nature set out in this Agreement as are required to complete the Transaction and are requested by the Seller, acting reasonably, not less than ten (10) days prior to the Closing Date.

ARTICLE 6 CONDITIONS OF CLOSING

6.1 Condition Precedent in Favour of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the delivery of all documents and actions referred to in Section 5.1 on or prior to the Closing Date.

6.2 Condition Precedent in Favour of the Seller

The obligation of the Seller to complete the Transaction is subject to the delivery of all documents and actions referred to in Section 5.2 on or prior to the Closing Date.

6.3 Conditions Precedent in favour of the Parties

The obligation of the Parties to complete the Transaction is subject to the following joint conditions being satisfied, fulfilled or performed on or prior to the Closing Date:

- (a) Approval and Vesting Order. The Court shall have issued and entered the Approval and Vesting Order, which Approval and Vesting Order shall not have been stayed, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (b) Monitor's Certificate. The Monitor shall have provided an executed certificate of the Monitor substantially in the form attached to the Approval and Vesting Order (the "**Monitor's Certificate**") confirming that all other conditions to Closing have either been satisfied or waived by both the Purchaser and the Seller.

The foregoing conditions are for the mutual benefit of the Parties. If any condition set out in Section 6.1 is not satisfied, performed or mutually waived by the Parties, any Party may elect on written notice to the other Party to terminate this Agreement.

ARTICLE 7 TRANSFER OF ASSETS

7.1 Further Assurances

- (a) The Seller will promptly upon the reasonable request of the Purchaser assist the Purchaser, at the Purchaser's expense, in taking or causing to be taken all reasonable actions, steps and proceedings, and executing all documents or instruments, as the Purchaser may reasonably require in order to vest absolute legal and beneficial ownership of the Purchased Assets in the Purchaser or to perfect the Purchaser's title thereto under applicable law to procure for the Purchaser (or its nominees, assignees and successors) the exclusive, unfettered right to use and exploit the Purchased Assets as contemplated in this Agreement.
- (b) Promptly following the Closing Date and in any event, no longer than seven (7) days following the Closing Date, the Seller will take all such actions as may be reasonably required to transfer ownership and registration of the Domain Name to the Purchaser and provide evidence of the same to the Purchaser. Without limiting the generality of the foregoing, no longer than seven (7) days following the Closing Date, the Seller shall deliver (i) the account information (which shall include usernames, logins and passwords, as applicable) and (ii) the authorization codes to transfer the Domain Name to the Purchaser and shall approve any transfer requests. The Seller shall also take all steps and measures reasonably required to maintain the Domain Name and to ensure their transfer to the Purchaser as provided for herein.

ARTICLE 8 TERMINATION

8.1 Termination

Subject to Section 8.2, this Agreement may be terminated by notice in writing given at or prior to the Closing Time:

- (a) by the Purchaser if any of the conditions set forth in Sections 6.1 or 6.3 have not been satisfied or waived on or prior to the Outside Date, or it becomes reasonably apparent that any such conditions will not be satisfied on or prior to the Outside Date (other than as a result of the failure by the Purchaser to perform any of its material obligations under this Agreement), and the Purchaser has not waived such condition in writing on or prior to the Outside Date; or
- (b) by the Seller if any of the conditions set forth in Sections 6.2 or 6.3 have not been satisfied or waived on or prior to the Outside Date, or it becomes reasonably apparent that any such conditions will not be satisfied on or prior to the Outside Date (other than as a result of the failure by the Seller to perform any of its material obligations under this Agreement), and the Seller has not waived such condition in writing on or prior to the Outside Date; or
- (c) by mutual written agreement of the Purchaser and the Seller, at any time.

8.2 Effect of Exercise of Termination Rights

If this Agreement is terminated in accordance with Section 8.1, the Parties will be discharged from any further obligations under this Agreement, except that each Party's respective obligations under Section 9.8 (Governing Law) will survive the termination of this Agreement and will continue indefinitely.

**ARTICLE 9
GENERAL PROVISIONS**

9.1 Notice

Any notice or other communication required to be given pursuant to this Agreement shall be in writing and delivered by a recognized overnight courier, express delivery service or by email to the following addresses (or to such other address as a party specifies to the other by written notice), and shall be deemed given when deposited with such courier or delivery service for overnight delivery or when received by the recipient's email server:

- (a) in the case of the Purchaser, as follows:

2607781 Alberta Ltd.
PO Box 26026 Red Deer Stn
Postal Box Ctr
Red Deer, AB T4N 6X7

Attention: Doug Anderson
E-mail: doug.anderson@peaveyindustries.com

With a copy to:

Gasoline Alley Law Group
101, 536 Laura Avenue
Red Deer County, AB T4E 0A5

Attention: Tom Langford
E-mail: tlangford@gasalleylaw.ca

- (b) in the case of the Seller, as follows:

The Peavey Group
7740 40 Ave
Red Deer, AB T4P

Attention: Karen Dilon
E-mail: Karen.Dilon@peaveyindustries.com

With a copy:

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, AB T2P 4H2

Attention: Howard A. Gorman, KC
E-mail: howard.gorman@nortonrosefulbright.com

9.2 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way and the Parties agree to negotiate in good faith to replace such invalid, illegal and unenforceable provision with a valid, legal and enforceable provision that achieves, to the greatest lawful extent under this Agreement, the economic, business and other purposes of such invalid, illegal or unenforceable provision.

9.3 Headings

The captions, titles and heading included in this Agreement are for convenience only, and do not affect the construction or interpretation of this Agreement. When a reference is made in this Agreement to a section or schedule, such reference will be to a section of, or a schedule to, this Agreement unless otherwise indicated.

9.4 Amendments and Waivers

This Agreement may not be amended, supplemented or otherwise modified except by a written document executed by or on behalf of each of the Parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

9.5 Entire Agreement

This Agreement constitutes the final agreement between the Parties and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. All other prior and contemporaneous negotiations and agreements between the Parties with respect to the matters contained herein and therein are superseded by this Agreement.

9.6 Assignment

No Party may assign any of its rights, benefits, duties or obligations under this Agreement, except with the prior written consent of the other Party. Notwithstanding the foregoing, the Purchaser may assign all of its rights, benefits, duties and obligations under this Agreement, without the consent of the Seller, to any of its affiliates.

9.7 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by and against the Parties and their respective successors or other legal representatives, and their respective transferees to the extent permitted under Section 9.6.

9.8 Governing Law

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Alberta, Canada and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. Any and all disputes arising out of or related to this Agreement will be adjudicated exclusively in the provincial or federal courts located in Calgary.

9.9 Independent Legal Advice

Each of the Parties acknowledges and agrees that the Seller's legal counsel has acted only for the Seller and is not protecting the rights and interests of the Purchaser. The Purchaser acknowledges and agrees that the Seller and the Seller's counsel have given the Purchaser the opportunity to seek, and have recommended that the Purchaser obtain, independent legal advice with respect to the subject matter of this Agreement, and any other documents, agreements and transactions contemplated thereby and, further, the Purchaser represents and warrants to the Seller and the Seller's counsel that the Purchaser has sought independent legal advice or waive such advice.

9.10 Currency

All dollar (\$) amounts referenced in this Agreement are expressed in the lawful currency of Canada.

9.11 Counterparts

The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and both of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

[The remainder of this page is intentionally left blank; signature pages follow]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

PEAVEY INDUSTRIES LP, by its general partner, PEAVEY INDUSTRIES GENERAL PARTNER LIMITED

By: _____

Name: Karen Dilon

Title: Chief Financial Officer

I have authority to bind the corporation

2607781 ALBERTA LTD.

By: _____

Name:

Title:

I have authority to bind the corporation.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

PEAVEY INDUSTRIES LP, by its general partner, PEAVEY INDUSTRIES GENERAL PARTNER LIMITED

By: _____
Name:
Title:

I have authority to bind the corporation

2607781 ALBERTA LTD.

By:  _____
Name: Doug Anderson
Title: President

I have authority to bind the corporation.

SCHEDULE A
DOMAIN NAME REGISTRATION

chickdays.ca	peaveyit.com
connectedtotheland.info	peaveymart.co
downtoearthretail.ca	peaveymart.com
embrocountryfeeds.com	peaveymart.store
mainstreethardwarecanada.ca	peaveymartgrandopening.ca
mainstreethardwarecanada.com	peaveymartonline.com
mshc.ca	peaveymartontario.com
onlineseeds.ca	peaveymartreceipt.com
peavey.co	peaveyodc.ca
peavey-automation.ca	peaveypopupstore.com
peavey-automation.com	thepeaveyhive.com
peaveycareers.ca	thepeaveyshow.com
peaveyclassifieds.ca	vintagepeavey.com
peaveycontests.com	
peaveycustomerfeedback.com	
peaveydev.com	
peaveydocs.com	
peaveyexternal.ca	
peaveyexternal.com	
peaveyind.com	
peaveyind.online	
peaveyindustries.ca	
peaveyindustries.com	

**SCHEDULE B
ERP SYSTEMS AND SERVERS**

ERP Systems

AS 400

Servers

Red Deer

Item Type	Brand / Model / Specifications	Serial Number	Qty	Estimated Value
Server Rack	Tripp-Lite 45U Wide Server Rack		2	\$ 250.00
Firewall	Fortinet FortiGate 200F	FG200FT921904757 FG200FT921904737	2	\$ 1,200.00
Switch	Fortinet FortiSwitch 1048E	FS1E48T423001945 FS1E48T423001478	2	\$ 6,000.00
Switch	Fortinet FortiSwitch 448D-POE	S448DPTF19000983 S448DPTF19001647 S448DPTF19000899 S448DPTF20001143 S448DPTF19002138 S448DPTF20000939 S448DPTF20001159 S448DPTF20001160 S448DPTF19001822 S448DPTF20000810	10	\$ 150.00
Switch	Fortinet FortiSwitch 124E-POE	S124EP5920006745	1	\$ 50.00
Server	IBM Power9 S914, Flashsystem 5000, TS4300 and SAN SAN24B-6 Switches		1	\$ 25,000.00
NAS	QNAP TS-h1277XU-RP		1	\$ 1,500.00
UPS Unit	Tripp-Lite SMART1500RML2UA		6	\$ 150.00
UPS Expander	Tripp-Lite BP36V27-2US		6	\$ 100.00
UPS	APC SMT1500RM2U		1	\$ 100.00
Rack Console	IBM 1U USB Console Switch		1	\$ 50.00

London Server

Item Type	Brand / Model / Specifications	Serial Number	Qty	Estimated Value
Server Rack				
Firewall	Fortinet FortiGate 200F	FG200FT921904673 FG200FT921904679	2	\$ 1,200.00
Switch	Fortinet FortiSwitch 448D-POE	S448DPTF19000808 S448DPTF19001007 S448DPTF19000799 S448DPTF19000794 S448DPTF19000960 S448DPTF19001163 S448DPTF19001151 S448DPTF19000789 S448DPTF19000783 S448DPTF19000827	10	\$ 150.00
Server	HP ProLiant DL360 Gen10 2x Intel Xeon Gold 5118 768GB RAM	MXQ9320444 MXQ93302H4 MXQ934003H	3	\$ 4,000.00

NAS	QNAP TS-h1277XU-RP	Q233I030552	1	\$ 1,500.00
UPS Unit				
UPS Expander				
UPS				
Rack Console				

Cola Rack – Data Centre

Item Type	Brand / Model / Specifications	Serial Number	Qty	Estimated Value
Firewall	Fortinet FortiGate 200F	FG200ETK18906456 FG200ETK18906433	2	\$ 1,200.00
Switch	Fortinet FortiSwitch 448D-POE	S448DPTF19001987 S448DPTF19001998	2	\$ 150.00
Server	HP ProLiant DL360 Gen10 2x Intel Xeon Gold 5118 160GB RAM	MXQ93101SQ MXQ9320445	2	\$ 2,500.00
Server	HP ProLiant DL360 Gen10 2x Intel Xeon Gold 5118 768GB RAM	MXQ93101SP	1	\$ 5,000.00
Server	HP ProLiant DL360 Gen10 2x Intel Xeon Gold 6242 896GB RAM	MXQ00207G6	1	\$ 6,000.00
NAS	HPE MSA 2050 SAN 12x 2.4TB SAS		1	\$ 5,000.00
NAS	QNAP TS-h1277XU-RP		1	\$ 1,500.00

**SCHEDULE C
FIXTURES AND EQUIPMENT**

Fixtures and Equipment

Any assets, chattels, properties in or at the Red Deer, Lethbridge, Liberty, Spruce Grove, Yorkton, Humboldt, Weyburn, and Assiniboia stores, on the Closing Date, to be itemized by the Purchaser and Vendors.

Forklifts

The forklifts located at the Red Deer, Spruce Grove and Weyburn store locations as identified herein.

Forklifts	Serial Number
2013 Toyota Forklift – Model Number 8FGU30	37913
2019 Clark Forklift – Model Number GTS 30	0338-9995
2011 LoadLifter Forklift – Model Number 2414-8D	3355
2015 Toyota Forklift – Model Number 7FBEU18	29056
Clark Forklift – Model Number 7FBEU18	NPR345-0274-9517FG

**SCHEDULE D
REGISTERED TRADEMARKS**

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
ROLLING ACRES PEAVEY MART	1308972 1932177	TMA697038 TMA1128097	(1) Animal feed. N/A	(1) Retail sale of apparel, automotive parts and car care supplies, namely, air filters, fuel filters, oil filters, motor oils, fuel oils, windshield wipers and windshield washing fluid, automobile light bulbs, home décor, outdoor décor, namely, lanterns, solar powered lamps, led landscape lights, fireplaces, ornamental fountains, planters for flowers and plants, window boxes, decorative wall plaques, letter and mail boxes of metal, metal knockers, house numbers of metal, plastic and wooden trellises, birdhouses, statues and figurines of ceramic, plaster and precious metal, garden ornaments of stone, marble and concrete, and furniture, seasonal décor, namely Christmas and holiday decorations, electrical lighting supplies, namely, trouble lights, outdoor lights, Christmas lights, floodlights, electrical terminal connectors and rings, electrical wires, light dimmers, electronic flashers, light bulbs, electric lanterns, home electrical products, namely kitchen appliances, farm supplies and equipment, namely, farm implements namely fence posts, fence stretchers, tillers, harrows, garden tractors, snow plow graders, well pumps, hand pumps, grain hoppers, grain scoops, buckets wagons, load binders, baler twine, poultry brooders, fuel hoses and spouts, farm gates, stock tanks, saddles, bridles, halters, collars, leads, reins, cinches, stirrups, lariats, whips, animal blankets, curry combs, bits, spurs, tackler hoists, hooks, animal feeders and waterers, storage sheds, fencing, animal feed, household heating and cooling equipment and related parts and accessories, namely, water heaters, patio heaters, electric space heaters and air conditioners, outdoor cooking equipment, namely, barbecues and grills, housewares, lawn and garden tools, and landscaping supplies, namely, lawn sprinklers, nozzles, lawn mowers, catcher attachment for lawn mowers, lawn mower blades, garden dump carts, bird feeders, plant foods, fertilizers, plant hooks, garden hoses, border edging material, rakes, trowels, garden hand tools, garden seeders, outdoor equipment and implements, namely chainsaws, lawnmowers, power tools, pressure washers, electric generators, snow blowers, power blowers for lawn debris, cement mixers, air compressors, camping products, namely, camping furniture, camping grills, camping mattresses, camping stoves, camping trailers, tents, sleeping bags, backpacks, camping lanterns, led flashlights, thermal insulated containers for food or beverages, portable beverage coolers, camping enamelware, sporting goods, pet supplies, namely, collars, leashes, reins, cinches, stirrups, lariats, whips, animal blankets, curry combs, bits, spurs, animal feeders and waterers, bird houses and feeders, hand tools, power tools, hardware, paint, toys, plumbing supplies, namely, faucets, water tanks, barrel pumps, sewage pumps, septic pumps, suction pumps, jet pumps, barrel pumps, plastic piping, toilet tank kits, plumbing fixtures, pipes, valves, aerators, spray heads, hoses, outdoor water management supplies, and water treatment products, namely, chemical products and water chemical preparations for the testing, treatment and maintenance of water, homesteading products, namely, canning machines, jar sealing machines, cooking utensils, canning tongs, slotted spoons, pots and pans, non-electric can openers, beehives, sections of wood for beehives, hive boxes or honeycombs, protective suits for beekeeping, spices, seasonings, beef jerky, roasted nuts, dried fruit, power sporting goods, motor fuels, namely, gasoline and diesel fuels, lamp fuels, kitchen appliances, housewares, grocery items, live plants and seeds, furniture, cleaning supplies, namely, all-purpose cleaning preparations and all-purpose disinfecting and deodorizing preparations, live poultry, personal care products, namely body care preparations, hair care preparations, deodorants for personal use, perfumes and fragrances, aromatherapy oils, insect repellents, hand sanitizers, machine tools, canning supplies, namely, jars, rubber seals for jars, metal lids for jars, cooking strainers, cooking pots, cooking funnels, colanders, adhesive labels, plant growth substrates and chemicals, and skin care soap and candle making supplies, namely, candle wax, candle making moulds and wicks.	2007-09-21 2022-05-06	2032-09-21 2032-05-06

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
DOWN TO EARTH RETAIL	1932158	TMA1165060	N/A	(1) Retail sale of hardware, tools, gardening tools and gloves, lawn and garden fertilizers, lawn mowers, lawn sprinklers, automotive parts, automotive paints, automotive engine oils, automotive lubricants, automotive greases, agricultural chemicals, fertilizers for agricultural use, plant growth regulators for agricultural use, agricultural pesticides, agricultural seeds, agricultural equipment, housewares, large animal and pet feed, sporting goods, toys, home decor products, and clothing, namely, workwear N/A	2023-02-08	2033-2-08
OXGEAR	1731743	TMA1002616	(1) Footwear, namely, work boots, rubber boots, thermal boots, safety boots, winter boots, safety shoes (2) Men's and women's clothing, namely socks, underwear, shirts, t-shirts, casual pants, casual shorts, work pants, work shorts, casual overalls, work overalls, bib overalls, sweaters, cagoules, anoraks, parkas, vests, jackets, rainwear and insulated outerwear, namely parkas, jackets, bib overalls, pants and shirts	N/A	2018-08-13	2033-08-13
	1731740	TMA984419	(1) Gardening tools, namely wheelbarrows, hose guides, garden hose, soaker hose, hose nozzles and washers, sprinklers, hose hangers, hose reels, hose carts, hand garden tools, trowel, snow shovels, long handled tools, shovels, rakes, brooms, hoes, fan rake cultivators, garden pruners, garden shears, loppers, pole pruners, tank sprayers, gas trimmer accessories, namely cords and chains; lawn mower accessories, namely bags and blades; and mops	Peavey Industries LP	2017-11-07	2032-11-07
VILLAGER HARDWARE	1148165	TMA606321	N/A	(1) Operating retail outlets specializing in the sale of farm supplies, hardware, lawn and gardening equipment, fertilizers and lawn and garden and farm chemicals, paint, building supplies, work clothing and footwear and automobile parts and accessories.	2004-03-26	2034-03-26
	1932182	TMA1139949	N/A	(1) Retail sale of apparel, automotive parts and car care supplies, namely, air filters, fuel filters, oil filters, motor oils, fuel oils, windshield wipers and windshield washing fluid, automobile light bulbs, home décor and furniture, seasonal décor, namely, Christmas decorations, electrical lighting supplies, namely, trouble lights outdoor lights, Christmas lights, floodlights, electrical terminal connectors and rings, electrical wires, light dimmers, electronic flashers, light bulbs, electric lanterns, home electrical products, namely, kitchen appliances, farm supplies and equipment, namely, farm implements, namely, fence posts, fence stretchers, tillers, harrows, garden tractors, snow plow graders, well pumps, hand pumps, grain hoppers, grain scoops, buckets, wagons, load binders, baller twine, poultry brooders, fuel hoses and spouts, farm gates, stock tanks saddles, bridles, halters, collars, leads, reins, cinches, stirrups, lariats, whips, animal blankets, curry combs, bits, spurs, tackler hoists, hooks, animal feeders and waterers, storage sheds, fencing, animal feed, household heating and cooling equipment and related parts and accessories, namely, water heaters, patio heaters, electric space heaters and air conditioners, outdoor cooking equipment, namely, barbecues and grills, housewares, lawn and garden tools, and landscaping supplies, namely, lawn sprinklers, nozzles, lawn mowers, catcher attachment for lawn mowers, lawn mower blades, garden dump carts, bird feeders, plant foods, fertilizers, plant hooks, garden hoses, border edging material, rakes, trowels, garden hand tools, garden seeders, outdoor equipment and implements, namely, camping products, namely, camping furniture, camping grills, camping mattresses, camping stoves, camping trailers, sporting goods, pet supplies, namely, collars, leashes, reins, cinches, stirrups, lariats, whips, animal blankets, curry combs, bits, spurs, animal feeders and waterers, bird houses and feeders, hand tools, power tools, hardware, paint, toys, plumbing supplies, namely, faucets, water tanks, barrel pumps, plastic pumps, septic pumps, suction pumps, jet pumps, barrel pumps, plastic piping, toilet tank kits, plumbing fixtures, pipes, valves, aerators, spray heads, hoses, outdoor water management supplies, and water treatment products, namely, chemical products and water chemical preparations for the testing, treatment and maintenance of water, powered sporting goods, fuels, kitchen appliances, housewares, grocery items, live plants and seeds, furniture, cleaning supplies, namely, all-purpose cleaning preparations and all-purpose disinfecting and deodorizing preparations, live poultry, personal care products, namely, body care preparations, hair care preparations, deodorants for personal use, perfumes and fragrances, aromatherapy oils, insect repellents, hand sanitizers, machine tools, canning machines, plant growth substrates and chemicals, and skin care soap and candle making supplies, namely, candle wax, candle making moulds and wicks.	2022-08-24	2032-08-24

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
HARVEST GRADE	1932161	TMA1115678	(1) Household boxes of cleaners; metal. (2) Tool of metalworking machine (3) Power tools; machine tools for the automotive industry; metalworking machine tools; wood working machine tools; electric welding machines; gas welding machines; electric lawn trimmers; gasoline lawn mowers; mechanical lawn mowers; power blowers for lawn debris. (4) Gardening tools; hand garden hoes. (5) Rakes; replacement parts therefor. (6) Garden tractors and Garbage boxes sold empty. (7) Plastic tool bags. (8) Brooms. (9) Brooms. N/A	N/A	2021-12-10	2031-12-10
COUNTRY DEPOT	0719410	TMA451725	N/A	(1) Operation of retail outlets, namely farm supply stores, town and country stores and home centres dealing in the supply of products, including lumber and building supplies, hardware supplies, plumbing supplies, electrical supplies, domestic appliances, building supplies, wall paper, paint, decorating supplies, sanitation products, animal health products, pet food, tack, grease and oil, recreation equipment, rugs and floor coverings, tires, batteries, auto accessories, pumps, ventilation products, fertilizer, feed and seed, and automotive farm mechanical systems; operation of a gasoline and fuel oil distribution service for farmers; operation of gasoline bars and key lock gasoline pumps; operation of propane dispensing outlets; spreading of farm fertilizers and chemicals; rental of equipment for the spreading of agricultural fertilizers and chemicals; drying of corn and the storage of grain; spreading of fertilizer for agricultural purposes; computerized feed formulation service for agricultural customers; operation of lawn and garden centres. (1) Retail sale of apparel, automotive supplies and equipment, home décor, outdoor décor and furniture, seasonal décor, electrical lighting supplies, home electrical products, farm supplies and equipment, farm implements, fencing, animal feed, household heating and cooling equipment and related parts and accessories, outdoor cooking equipment, housewares, lawn and garden products and tools, landscaping supplies, outdoor equipment and implements, camping products, sporting goods and supplies, pet supplies, bird houses and feeders, hand tools, power tools, hardware, paint, plumbing supplies, outdoor water management supplies, water treatment products, homesteading products, power sport equipment, fuels, appliances, housewares, grocery items, live plants and seeds, furniture, cleaning supplies, live poultry, personal care products, gardening supplies, machine tools, canning supplies, plant growth substrates and chemicals, and soap and candle making supplies. (1) Operating retail outlets specializing in the sale of farm supplies, hardware, lawn and gardening equipment, fertilizers and lawn and garden and farm chemicals, paint, building supplies, work clothing and footwear and automobile parts and accessories. (1) Operation of a retail store selling clothing items. (1) Operation of a retail store selling clothing items.	1995-12-15	2025-12-15
POWERED BY PEAVEY	2118639	TMA1305221	N/A	(1) Retail sale of apparel, automotive supplies and equipment, home décor, outdoor décor and furniture, seasonal décor, electrical lighting supplies, home electrical products, farm supplies and equipment, farm implements, fencing, animal feed, household heating and cooling equipment and related parts and accessories, outdoor cooking equipment, housewares, lawn and garden products and tools, landscaping supplies, outdoor equipment and implements, camping products, sporting goods and supplies, pet supplies, bird houses and feeders, hand tools, power tools, hardware, paint, plumbing supplies, outdoor water management supplies, water treatment products, homesteading products, power sport equipment, fuels, appliances, housewares, grocery items, live plants and seeds, furniture, cleaning supplies, live poultry, personal care products, gardening supplies, machine tools, canning supplies, plant growth substrates and chemicals, and soap and candle making supplies. (1) Operating retail outlets specializing in the sale of farm supplies, hardware, lawn and gardening equipment, fertilizers and lawn and garden and farm chemicals, paint, building supplies, work clothing and footwear and automobile parts and accessories. (1) Operation of a retail store selling clothing items. (1) Operation of a retail store selling clothing items.	2025-04-09	2035-04-09
THE INCREDIBLE COUNTRY HARDWARE STORE	1119099	TMA586852	N/A	(1) Operating retail outlets specializing in the sale of farm supplies, hardware, lawn and gardening equipment, fertilizers and lawn and garden and farm chemicals, paint, building supplies, work clothing and footwear and automobile parts and accessories. (1) Operation of a retail store selling clothing items. (1) Operation of a retail store selling clothing items.	2003-08-08	2033-08-08
HARD WORKING CANADIANS	812021 812020	TMA476712 TMA476717	N/A N/A	(1) Operating retail outlets specializing in the sale of farm supplies, hardware, lawn and gardening equipment, fertilizers and lawn and garden and farm chemicals, paint, building supplies, work clothing and footwear and automobile parts and accessories. (1) Operation of a retail store selling clothing items. (1) Operation of a retail store selling clothing items.	1997-05-23 1997-05-23	2027-05-23 2027-05-23
	1219628	TMA650924	N/A	(1) Operation of retail outlets, namely farm supply stores, town and country stores and home centres dealing in the supply of products, including lumber and building supplies, hardware supplies, plumbing supplies, electrical supplies, domestic appliances, building supplies, wall paper, paint, decorating supplies, sanitation products, animal health products, pet food, tack, grease and oil, recreation equipment, rugs and floor coverings, tires, batteries, auto accessories, pumps, ventilation products, fertilizer, feed and seed, and automotive farm mechanical systems; operation of lawn and garden centres. (1) Operating retail outlets specializing in the sale of farm supplies, hardware, lawn and gardening equipment, fertilizers and lawn and garden and farm chemicals, paint, building supplies, work clothing and footwear and automobile parts and accessories.	2005-10-20	2030-10-20
	1119098	TMA584567	N/A	(1) Operating retail outlets specializing in the sale of farm supplies, hardware, lawn and gardening equipment, fertilizers and lawn and garden and farm chemicals, paint, building supplies, work clothing and footwear and automobile parts and accessories.	2003-07-04	2033-07-04
GET A GOOD DEAL MORE	1119098	TMA584567	N/A	(1) Operating retail outlets specializing in the sale of farm supplies, hardware, lawn and gardening equipment, fertilizers and lawn and garden and farm chemicals, paint, building supplies, work clothing and footwear and automobile parts and accessories.	2003-07-04	2033-07-04

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
YOUR RURAL LIFESTYLE STORE	1932181	TMA1128096	N/A	<p>(1) Retail sale of apparel, automotive parts and car care supplies, namely, air filters, fuel filters, oil filters, motor oils, windshield wipers and windshield washing fluid, automobile light bulbs, home décor, outdoor décor namely, lanterns, solar powered lamps, led landscape lights, fireplaces, ornamental fountains, planters for flowers and plants, window boxes, decorative wall plaques, letter and mail boxes of metal, metal knockers, house numbers of metal, plastic and wooden trellises, birdhouses, statues and figurines of ceramic, plaster and precious metal, garden ornaments of stone, marble and concrete, and furniture, seasonal décor, namely Christmas and holiday decorations, electrical lighting supplies, namely trouble lights, outdoor lights, Christmas lights, floodlights, electrical terminal connectors and rings, electrical wires, light dimmers, electronic flashers, light bulbs, electric lanterns, home electrical products, namely kitchen appliances, farm supplies and equipment, namely, farm implements namely fence posts, fence stretchers, tillers, harrows, garden tractors, snow plow graders, well pumps, hand pumps, grain hoppers, grain scoops, buckets, wagons, load binders, baler twine, poultry brooders, fuel hoses and spouts, farm gates, stock tanks, saddles, bridles, halters, collars, leads, reins, cinches, stirrups, lariats, whips, animal blankets, curry combs, bits, spurs, tackler hoists, hooks, animal feeders and waterers, storage sheds, fencing, animal feed, household heating and cooling equipment and related parts and accessories, namely, water heaters, patio heaters, electric space heaters and air conditioners, outdoor cooking equipment, namely, barbecues and grills, housewares, lawn and garden tools, and landscaping supplies, namely, lawn sprinklers, nozzles, lawn mowers, catcher attachment for lawn mowers, lawn mower blades, garden dump carts, bird feeders, plant foods, fertilizers, plant hooks, garden hoses, border edging material, rakes, trowels, garden hand tools, garden seeders, outdoor equipment and implements, namely chainsaws, lawnmowers, power tools, pressure washers, electric generators, snow blowers, power blowers for lawn debris, cement mixers, air compressors, camping products, namely, camping furniture, camping grills, camping mattresses, camping stoves, camping trailers, tents, sleeping bags, backpacks, camping lanterns, led flashlights, thermal insulated containers for food or beverages, portable beverage coolers, camping enamelware, sporting goods, pet supplies, namely, collars, leashes, reins, cinches, stirrups, lariats, whips, animal blankets, curry combs, bits, spurs, animal feeders and waterers, bird houses and feeders, hand tools, power tools, hardware, paint, toys, plumbing supplies, namely, faucets, water tanks, barrel pumps, sewage pumps, septic pumps, suction pumps, jet pumps, barrel pumps, plastic piping, toilet tank kits, plumbing fixtures, pipes, valves, aerators, spray heads, hoses, outdoor water management supplies, and water treatment products, namely, chemical products and water chemical preparations for the testing, treatment and maintenance of water, homesteading products, namely, canning machines, jar sealing machines, cooking utensils, canning tongs, slotted spoons, pots and pans, non-electric can openers, beehives, sections of wood for beehives, hive boxes or honeycombs, protective suits for beekeeping, spices, seasonings, beef jerky, roasted nuts, dried fruit, power sporting goods, motor fuels, namely, gasoline and diesel fuels, lamp fuels, kitchen appliances, housewares, grocery items, live plants and seeds, furniture, cleaning supplies, namely all-purpose cleaning preparations and all-purpose disinfecting and deodorizing preparations, live poultry, personal care products, namely, body care preparations, hair care preparations, deodorants for personal use, perfumes and fragrances, aromatherapy oils, insect repellents, hand sanitizers, machine tools, canning supplies, namely, jars, rubber seals for jars, metal lids for jars, cooking strainers, cooking pots, cooking funnels, colanders, adhesive labels, plant growth substrates and chemicals, and skin care soap and candle making supplies, namely, candle wax, candle making moulds and wicks.</p>	2022-05-06	2032-05-06
	1932178	TMA1128098	N/A	<p>(1) Retail sale of apparel, automotive parts and car care supplies, namely, air filters, fuel filters, oil filters, motor oils, windshield wipers and windshield washing fluid, automobile light bulbs, home décor, outdoor décor namely, lanterns, solar powered lamps, led landscape lights, fireplaces, ornamental fountains, planters for flowers and plants, window boxes, decorative wall plaques, letter and mail boxes of metal, metal knockers,</p>	2022-05-06	2032-05-06

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
HARVEST GOODNESS	1932169	TMA1245768	<p>(1) Plant growing supplies for home gardeners namely growing media for plants, plant fertilizers, and plant growth regulating preparations; organic products relating to growing plants for home gardeners namely plant nutrient preparations and plant strengthening preparations; gardening soil for home gardeners.</p> <p>(2) Soap making supplies namely colorants for use in the manufacture of soap, dyes for making soap.</p> <p>(3) Candle making supplies namely beeswax for use in the manufacture of candles, oil for use in the manufacture of candles, wax for making candles, candle wicks.</p> <p>(7) Gardening supplies for home gardeners namely gardening tools.</p> <p>(4) Canning supplies namely canning jars and food preserving jars of glass; gardening supplies for home gardeners namely gardening gloves.</p>	<p>house numbers of metal, plastic and wooden trellises, birdhouses, statues and figurines of ceramic, plaster and precious metal, garden ornaments of stone, marble and concrete, and furniture, seasonal décor, namely Christmas and holiday decorations, electrical lighting supplies, namely trouble lights, outdoor lights, Christmas lights, floodlights, electrical terminal connectors and rings, electrical wires, light dimmers, electronic flashers, light bulbs, electric lanterns, home electrical products, namely kitchen appliances, farm supplies and equipment, namely, farm implements namely fence posts, fence stretchers, tillers, harrows, garden tractors, snow plow graders, well pumps, hand pumps, grain hoppers, grain scoops, buckets, wagons, load binders, bailer twine, poultry brooders, fuel hoses and spouts, farm gates, stock tanks, saddles, bridles, halters, collars, leads, reins, cinches, stirrups, lariats, whips, animal blankets, curry combs, bits, spurs, tackler hoists, hooks, animal feeders and waterers, storage sheds, fencing, animal feed, household heating and cooling equipment and related parts and accessories, namely, water heaters, patio heaters, electric space heaters and air conditioners, outdoor cooking equipment, namely, barbecues and grills, housewares, lawn and garden tools, and landscaping supplies, namely, lawn sprinklers, nozzles, lawn mowers, catcher attachment for lawn mowers, lawn mower blades, garden dump carts, bird feeders, plant foods, fertilizers, plant hooks, garden hoses, border edging material, rakes, towels, garden hand tools, garden seeders, outdoor equipment and implements, namely chainsaws, lawnmowers, power tools, pressure washers, electric generators, snow blowers, power blowers for lawn debris, cement mixers, air compressors, camping products, namely, camping furniture, camping grills, camping mattresses, camping stoves, camping trailers, tents, sleeping bags, backpacks, camping lanterns, led flashlights, thermal insulated containers for food or beverages, portable beverage coolers, camping enamelware, sporting goods, pet supplies, namely, collars, leashes, reins, cinches, stirrups, lariats, whips, animal blankets, curry combs, bits, spurs, animal feeders and waterers, bird houses and feeders, hand tools, power tools, hardware, paint, toys, plumbing supplies, namely, faucets, water tanks, barrel pumps, sewage pumps, septic pumps, suction pumps, jet pumps, barrel pumps, plastic piping, toilet tank kits, plumbing fixtures, pipes, valves, aerators, spray heads, hoses, outdoor water management supplies, and water treatment products, namely, chemical products and water chemical preparations for the testing, treatment and maintenance of water, homesteading products, namely, canning machines, jar sealing machines, cooking utensils, canning tongs, slotted spoons, pots and pans, non-electric can openers, beehives, sections of wood for beehives, hive boxes or honeycombs, protective suits for beekeeping, spices, seasonings, beef jerky, roasted nuts, dried fruit, power sporting goods, motor fuels, namely, gasoline and diesel fuels, lamp fuels, kitchen appliances, housewares, grocery items, live plants and seeds, furniture, cleaning supplies, namely, all-purpose cleaning preparations and all-purpose disinfecting and deodorizing preparations, live poultry, personal care products, namely body care preparations, hair care preparations, deodorants for personal use, perfumes and fragrances, aromatherapy oils, insect repellents, hand sanitizers, machine tools, canning supplies, namely, jars, rubber seals for jars, metal lids for jars, cooking strainers, cooking pots, cooking funnels, colanders, adhesive labels, plant growth substrates and chemicals, and skin care soap and candle making supplies, namely, candle wax, candle making moulds and wicks.</p> <p>(1) Retail sales of canning supplies; gardening tools for home gardeners; plant growing substrates for home gardeners namely growing media for plants, plant growth chemicals for home gardeners namely plant fertilizers and plant growth regulating preparations, organic products used for growing plants for home gardeners namely plant nutrient preparations and plant strengthening preparations, soap and candle making supplies; gardening soil for home gardeners; gardening supplies for home gardeners namely gardening tools and gloves; and outdoor garden plants.</p>	2024-07-23	2034-07-23

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
HARVEST GEAR	1932164	TMA1116104	(5) Pet food; begged large animal feed; food for livestock; outdoor living plants. (6) Live chickens. (1) Clothing, namely, workwear, namely, shirts, pants, jackets, coats, overalls, camouflage clothing for hunting, gloves, socks, safety clothing for hunting, hats, tuques; Boots. (1) Footwear, namely, work boots, rubber boots, thermal boots, safety boots, winter boots, safety shoes (2) Men's and women's clothing, namely socks, underwear, shirts, t-shirts, casual pants, casual shorts, work pants, work shorts, casual overalls, work overalls, bib overalls, sweaters, cagoules, anoraks, parkas, vests, jackets, rainwear and insulated outerwear namely parkas, jackets, bib overalls, pants and shirts	N/A	2021-12-17	2031-12-17
	1731742	TMA1002613	(1) Gardening tools, namely wheelbarrows, hose guides, garden hose, soaker hose, hose nozzles and washers, sprinklers, hose rangers, hose reels, hose carts, hand garden tools, trowel, snow shovels, long handled tools, shovels, rakes, brooms, hoes, fan rake cultivators, garden pruners, garden shears, loppers, pole pruners, tank sprayers, gas trimmer accessories, namely cords and chains; lawn mower accessories, namely bags and blades, and mops (2) Mechanic's hand tools, namely socket sets and wrenches, bench power tools, namely, tool storage systems, namely, tool boxes and tool cabinets, power tool accessories, namely, drill bits, masonry drill bits, high speed drill bits, router bits, circular saw blades, jigsaw blades, screwdriver bits, wood drilling bits, metal drilling bits, builder's hardware, namely, chests and cabinets, routers, cut off blades, welding equipment and accessories namely, welding covers, gloves, contact tips and wire brushes, welding wire, solder and flux, torch cables, torch necks and torch handles, butane cylinders, welding carts, welding rods, air compressors (3) Carpenter's hand tools, namely, hand saws, hacksaws, utility knives, levels, namely, torpedo levels, digital levels, beam levels, box levels, laser levels, magnetic levels, woodworking clamps, tape measures, chisels, wrenches, wrench holder, wire cutters, hammers, screwdrivers, ratcheting tool sets, ratchet screw drivers, hand tools; namely, utility knives, plane, tape measures, chisels, wrenches, wrench holders, hammers, screwdrivers, ratcheting tool sets, ratchet screw drivers	N/A	2018-08-13	2033-08-13
STARKMANN	1731741	TMA984420	N/A	N/A	2017-11-07	2032-11-07
HARDWARE AND A WHOLE LOT MORE	1414078	TMA760938	N/A	(1) Retail sale of hardware, gardening products, automotive products, agricultural products, housewares, clothing, and sporting goods.	2010-03-04	2035-03-04
COUNTRY PRO	1294729 725830	TMA685179 TMA460634	(1) Hand and gardening tools. N/A	N/A	2007-03-30 1996-08-02	2032-03-30 2026-08-02
				(1) Operation of retail outlets, namely farm supply stores, town and country stores and home centres dealing in the supply of products, including lumber and building supplies, hardware supplies, plumbing supplies, electrical supplies, domestic appliances, building supplies, wall paper, paint, decorating supplies, sanitation products, animal health products, pet food, tack, grease and oil, recreation equipment, rugs and floor coverings, tires, batteries, auto accessories, pumps, ventilation products, fertilizer, feed and seed, and automotive farm mechanical systems; operation of a gasoline and fuel oil distribution service for farmers; operation of gasoline bars and key lock gasoline pumps; operation of propane dispensing outlets; spreading of farm fertilizers and chemicals; rental of equipment for the spreading of agricultural fertilizers and chemicals; drying of corn and the storage of grain; spreading of fertilizer for agricultural purposes; computerized feed formulation service for agricultural customers; operation of lawn and garden centres.	2010-03-04	2035-03-04
	388987	TMA225095	(1) Glues; plant foods; fertilizers; Starting fluids; oil treatment compounds; engine flushes; methyl hydrate; windshield washer antifreeze; antifreeze, putty; transmission fluids; Automobile body putty. (2) Paints. (3) Sandpaper; abrasive cloth; carpet cleaners. (4) Motor oils; engine additives; Fuels for camp stoves and lanterns; charcoal briquettes. (5) Fly vapour strips; insect and pest powder, sprays and liquid. (6) Metal Locks; pad locks; wedges; tool boxes; welding kits and rods; solder; rivets; wire ropes; clamps; knobs; latches; turn-buckles; bolts; washers; nails, screws; keys; chains and repair links; plant hooks; wire fences; border edging material; lawn fences; perma-pressure water tanks; swivels; nuts; Spurs; hooks; storage sheds; farm gates; fence stretchers; load binders; stock tanks saddles; Car ramps; door lock knobs; gas cans. (7) Self-lubricating gear pumps; flexator pumps; power winches; power drills; power saws; power sanders; power grinders; utility gas motors; oil burner motors; air	N/A	1977-12-30	2032-12-30

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
			<p>compressors; winches and hoists; sanders; augers and bits; dies; shaft collars; soldering irons and guns; impact guns; grinding wheels; hydraulic jacks; hydraulic cylinders; hydraulic cylinder repair kits; snow pushers; snow throwers; pulleys; pulley blocks; paint sprayers; suction pumps; jet pump; barrel pumps; valves; aerators; sewage pumps; septic pumps; machinery bushings; wood planners; radial arm saws; lawn mower blades; nozzles; lawn mowers; garden seeders; Bits; tackler hoists; fillers; harrows; snow plow graders; well pumps; grain hoppers; poultry brooders; Oil filters; jacks; tune-up kits; gas snowmobile engines; fan belts; alternators; transmission oil cooler; distributor caps; spark plugs; Mufflers; hose; Swimming pool vacuum; vacuum cleaners; juicers; blenders; food grinders; food mixers; food slicers; catcher attachment for lawn mowers; Propane torches; Garden tractors; coolant return system.</p> <p>(8) Bolt cutters; pliers; cutters; razors; razor knives; shears; replacement blades for tape measures; circlecut snips; straight-cut snips; vises; wrenches; nail pullers; taper files; bastard files; wood rasps; chainsaw files; chisels; punches; hammers; ratchets; crow bars; sledge hammers; axe and hammer handles; glass cutters; shovels; snow scrapers; linoleum knives; plumbing augers; wall scrapers; caulking guns; jig saws; rakes; trowels; garden hand tools; Hardware, hardware supplies and tools, namely, socket wrench kits; shoe rasps; riveters; Hand pumps; grain scoops; grease guns and refills; Knives; ice augers; can openers; steam irons.</p> <p>(9) Couplers; tape measures; valves and switches; fire extinguishers; electrical extension leads; electrical fences; thermometers; light dimmers; electronic flashers; batteries; electrical connectors; routers; electrical valves and switches; electrical terminal connectors and rings; electrical wires; screw connectors; service panels; ground clamps; electrical utility boxes and covers; diaphragm switches; electrical breakers; fuses; plugs; cords; sockets; switch plates; Spark plug and hi voltage testers; auto circuit testers; timer lights; gauges; trailer light socket connectors; thermostats; cords; 8-track tape deck and speakers; car radios; battery chargers; battery cables; booster cables; remote control starter switch; fuel pump testers; volt-ohmsamp tester; engine analyzer; compression tester; tach-points tester; Hard hats; dust masks; safety helmets; life vest; safety face shields; welders' gloves; shoulder pads and helmets; mobile radios; citizen band radios and antenna; tape decks and cassettes; stereos; record players; TV and component stands; calculator carrying cases; calculators; cameras; Automotive parts, equipment and supplies, namely,</p> <p>(10) Toilet tank kits; plumbing fixtures; spray heads; toilet tank balls; pulsating showers; water heaters; stop cocks; faucets; fans; heaters; flashlights; plumbing connectors; trouble lights; outdoor lights; Christmas lights; floodlights; automobile light bulbs; light bulbs; electric lanterns; fluorescent bulbs; black lights; floats; Air filters; lights; fans; car heaters; Dust mask replacement filters; barbecue lighters; camp stove lighters; patio lanterns; barbecues; portable chemical toilets; heat seats; grills; kettles; deep fryers; toasters; coffee percolators; freezers; humidifiers.</p> <p>(11) Hitches; wheelbarrows; springs; covers for motors; fuel tanks; tank liner kits; garden dump carts; wagons; Luggage carriers; trailer hitch connections; steering wheel covers; shock absorbers; hub caps; gas and oil caps; head light protectors; shift knobs; car and truck tops; ski carriers; mud flaps; seat covers; tires; inner tubes; windshield covers; wheel covers; tire chains; spare-tire carriers; Tricycles; tubes and tires; tire patch kits; bicycle seats; paddles and oars; canoes; inflatable boats; water bottle holders; bicycles; training wheels for bicycles; chains; Bicycle horns; automotive engines.</p> <p>(12) Ammo boxes; rifle cartridges; air guns and pellets.</p> <p>(13) Staples; paint brushes and rollers; Printing sets; chalk boards; modelling compounds; paint-by-number sets; paper napkins; wrapping paper; Christmas wrapping paper; paper bags; garbage bags; diaries; books and manuals.</p> <p>(14) Insulating bushings; weather-strips; polyethylene film; plastic piping; fence insulators; sealing tapes; hoses; electrical insulators; garden hoses; Fuel hoses and spouts; Sealants; gaskets; heater and radiator hoses; Flexible tubing; self-adhering striping for automotive vehicles for use as edge trim; caulking compound.</p> <p>(15) Whips; animal blankets; bridles; halters; leads; reins; cinches; stirrups; Saddle bags; packs; rucksacks; child carriers; purses; luggage; travel bags; tote cases.</p> <p>(16) Cements; spatching compounds; pipes; Farm implements, equipment and supplies, namely, fence posts; Bug screens.</p> <p>(17) Mechanics' chests; parts cabinets with drawers; plastic wood; stoppers; Mirrors; cushions; back rests; Mirrors; cushions; back rests; Stools; plastic water carriers; stadium and boat seats; lawn chairs and repair kits therefor; foam</p>			

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
FLYING FRIENDS WILD BIRD SEED FLYING FRIENDS CLUB & DESIGN 	0663315 0686085	TMA436051 TMA411761	<p>Nice Class (Goods)</p> <p>cushions; bins; furniture casters; tables; chairs; serving carts. (18) Funnels; spouts; mouse traps; glass fibre screening; toothbrush and tumbler holders; towel rings and hooks; towel bars; strainers; plungers; bird feeders; lawn sprinklers; rubber window cleaners; nylon sponge window cleaners; Curry combs; animal feeders and waterers; buckets; Drip pans; Vacuum bottles; coolers; camping cook sets; laundry baskets; decanters; sauce pans; brooms and mops; roasting pans; bread boxes; canisters; frying pans; coffee pots; canners; drain boards; dish pans; garbage cans; pails; wash tubs. (19) Awnings and awning pulleys; tarpaulins; Lariats; baller twine; Tow ropes; Fishing nets; tents; unfitted swimming pool covers. (20) Towels; face cloths; sleeping bags; Dry goods, namely, comforters. (21) Collars; Coats; parkas; jackets; shirts; underwear; T-shirts; caps; snowmobile suits; storm suits; curling sliders; ball caps; golf caps; gloves; jeans; pants; overalls; vests; mitts; rain suits; boots; rubber boots; insoles; socks; work suits; suspenders; snowmobile boots. (22) Pins; Belt buckles; ribbons. (23) Mats. (24) Christmas decorations; Ball gloves; boxing gloves; curling gloves; hockey gloves; fishing rods and reels; fishing lures; tackle boxes; tennis rackets; curling knee pads; curling brooms; exercise gyms; skates; volleyball sets; leatherballs; badminton sets; table tennis sets, hockey sticks, hockey tape; hockey nets; swimming and wading pools; athletic supporters and straps; pool tables; pool balls; dolls; board games; card games; lawn darts; swing sets; hockey games; puzzles; pool cues; game calls; decoys; snow shoes and harnesses; toboggans; sleighs; snow sleds; educational toys; mechanical toys; plastic toys; train sets and tracks; toy animals; toy cars; toy kitchen items; stuffed toys; toy model kits; farm sets; toy guns; plastic building blocks; dart boards; horseshoe sets; shuffleboards and rocks. Wild bird seed, sunflower seeds, millet, peanuts, niger and blends; wild bird feeders; bird baths</p>		1994-11-25 1993-04-30	2034-11-25 2033-04-30
			<p>Nice Class (Goods)</p> <p>Providing special customer rebate programs for purchasing bird seed.</p>			

**SCHEDULE E
UNREGISTERED TRADEMARKS**

Trademark	Application No.	Nice Class (Goods)	Nice Class (Services)	Application Date
	2260228	<p>(1) Athletic shorts; baseball caps and hats; baseball shirts; button down shirts; casual shirts; children's shirts; cloth hats; collared shirts; denim shirts; dress shirts; fashion hats; fleece shirts; fur hats; golf hats; golf shirts; golf shorts; gym shorts; hats; knit shirts; knitted shirts; long sleeve shirts; long-sleeved t-shirts; men's shirts; muscle shirts; open-necked shirts; paper hats for use as clothing items; rain hats; running shorts; sedge hats (suge-gasa); small hats; sports caps and hats; straw hats; sun hats (2) Agricultural seeds; bird seed; crop seeds; flower seeds; seeds for growing fruits and vegetables; seeds for growing herbs; seeds for growing plants; seeds for planting</p>	<p>(1) Retail sale of apparel, automotive supplies and equipment, home décor, outdoor décor and furniture, seasonal décor, electrical lighting supplies, home electrical products, farm supplies and equipment, farm implements, fencing, animal feed, household heating and cooling equipment and related parts and accessories, outdoor cooking equipment, housewares, lawn and garden products and tools, landscaping supplies, outdoor equipment and implements, camping products, sporting goods and supplies, pet supplies, bird houses and feeders, hand tools, power tools, hardware, paint, toys, plumbing supplies, outdoor water management supplies, water treatment products, homesteading products, power sport equipment, fuels, appliances, housewares, grocery items, live plants and seeds, furniture, cleaning supplies, live poultry, personal care products, gardening supplies, machine tools, canning supplies, plant growth substrates and chemicals, and soap and candle making supplies; online retail store services featuring seeds for planting, flower seeds, seeds for growing fruits and vegetables; seeds for growing herbs, bird seeds, and seeds for growing plants</p>	2023-05-25
HomespACE	2102423	<p>(1) Athletic shorts; baseball caps and hats; baseball shirts; button down shirts; casual shirts; children's shirts; cloth hats; collared shirts; denim shirts; dress shirts; fashion hats; fleece shirts; fur hats; golf hats; golf shirts; golf shorts; gym shorts; hats; knit shirts; knitted shirts; long sleeve shirts; long-sleeved t-shirts; men's shirts; muscle shirts; open-necked shirts; paper hats for use as clothing items; rain hats; running shorts; sedge hats (suge-gasa); small hats; sports caps and hats; straw hats; sun hats.</p>	<p>(1) The production of a semi-annual, digital and print, reference magazine for farmers who are looking for ways to improve the profitability and sustainability of their operations by relating the experiences of farmers and ranchers who have engaged in successful sustainable practices. (2) A downloadable podcast, for farmers who are looking for ways to improve the profitability and sustainability of their operations by relating the experiences of farmers and ranchers who have engaged in successful sustainable practices.</p>	2021-04-26
	2096857	<p>(1) Agricultural seeds; crop seeds; bird seeds; flower seeds; seeds for growing fruits and vegetables; seeds for growing herbs; seeds for growing plants; seeds for planting.</p>	<p>(1) Online retail store services featuring seeds for planting, flower seeds, seeds for growing fruits and vegetables, seeds for growing herbs, bird seeds, and seeds for growing plants.</p>	2021-04-01

**SCHEDULE F
TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT is made effective as of the ____ day of ●, 2025 (the “Effective Date”).

BETWEEN:

PEAVEY INDUSTRIES LP, a limited partnership governed by the laws of the Province of Alberta (the “**Seller**”)

– and –

2607781 ALBERTA LTD., a corporation formed under the laws of the Province of Alberta (the “**Purchaser**” and collectively with the Seller, the “**Parties**”), the purchaser of certain trademarks of the Seller pursuant to that certain asset purchase agreement dated effective as of the Effective Date between the Purchaser and the Seller (the “**Asset Purchase Agreement**”).

RECITALS:

- A. Under the terms of the Asset Purchase Agreement, the Seller has conveyed, transferred, and assigned to the Purchaser certain trademarks of the Seller and has agreed to execute and deliver this Trademark Assignment, for filing with the Office of the Registrar of Trademarks, Canadian Intellectual Property Office (“**CIPO**”).

NOW THEREFORE, the Parties agree as follows:

1. Assignment

In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby confirms that is has irrevocably conveyed, transferred, and assigned to the Purchaser, as of the Closing Date, and the Purchaser has accepted, all of the Seller’s right, title, and interest in and to the following:

- (a) the trademark registrations set forth on Exhibit A hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill associated with the Assigned Trademarks; and
- (b) any and all claims and causes of action with respect to the Assigned Trademarks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Registering and Further Actions

The Seller hereby authorizes CIPO and any other governmental officials to record and register this Trademark Assignment upon request by the Purchaser or its agents. The Seller shall, at the Purchaser’s expense, take such reasonable steps and actions following the date hereof, and provide such cooperation

and assistance to the Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, files, registrations, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to the Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement

The terms of the Asset Purchase Agreement relating to the Assigned Trademarks are incorporated herein by this reference. The Parties hereto acknowledge and agree that the representations, warranties, covenants, and agreements contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Successors and Assigns

This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

5. Independent Legal Advice

Each of the Parties acknowledges and agrees that the Seller's legal counsel has acted only for the Seller and is not protecting the rights and interests of the Purchaser. The Purchaser acknowledges and agrees that the Seller and the Seller's counsel have given the Purchaser the opportunity to seek, and have recommended that the Purchaser obtain, independent legal advice with respect to the subject matter of this Agreement, and any other documents, agreements and transactions contemplated thereby and, further, the Purchaser represents and warrants to the Seller and the Seller's counsel that the Purchaser has sought independent legal advice or waive such advice.

6. Governing Law

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Alberta, Canada and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. Any and all disputes arising out of or related to this Agreement will be adjudicated exclusively in the provincial or federal courts located in Calgary.

7. Counterparts

The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and both of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

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IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

PEAVEY INDUSTRIES LP, by its general partner, PEAVEY INDUSTRIES GENERAL PARTNER LIMITED

By: _____
Name:
Title:

I have authority to bind the corporation

2607781 ALBERTA LTD.

By: _____
Name:
Title:

I have authority to bind the corporation.

[Signature Page – Trademark Assignment]

**EXHIBIT A
ASSIGNED TRADEMARKS**

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
ROLLING ACRES PEAVEY MART	1308972 1932177	TMA697038 TMA1128097	(1) Animal feed. N/A	N/A (1) Retail sale of apparel, automotive parts and car care supplies, namely, air filters, fuel filters, oil filters, motor oils, fuel oils, windshield wipers and windshield washing fluid, automobile light bulbs, home décor, outdoor décor namely, lanterns, solar powered lamps, led landscape lights, fireplaces, ornamental fountains, planters for flowers and plants, window boxes, decorative wall plaques, letter and mail boxes of metal, metal knockers, house numbers of metal, plastic and wooden trellises, birdhouses, statues and figurines of ceramic, plaster and precious metal, garden ornaments of stone, marble and concrete, and furniture, seasonal décor, namely Christmas and holiday decorations, electrical lighting supplies, namely, trouble lights, outdoor lights, Christmas lights, floodlights, electrical terminal connectors and rings, electrical wires, light dimmers, electronic flashers, light bulbs, electric lanterns, home electrical products, namely kitchen appliances, farm supplies and equipment, namely, farm implements namely fence posts, fence stretchers, tillers, harrows, garden tractors, snow plow graders, well pumps, hand pumps, grain hoppers, grain scoops, buckets wagons, load binders, baler twine, poultry brooders, fuel hoses and spouts, farm gates, stock tanks, saddles, bridles, halters, collars, leads, reins, cinches, stirrups, lariats, whips, animal blankets, curry combs, bits, spurs, tackler hoists, hooks, animal feeders and waterers, storage sheds, fencing, animal feed, household heating and cooling equipment and related parts and accessories, namely, water heaters, patio heaters, electric space heaters and air conditioners, outdoor cooking equipment, namely, barbecues and grills, housewares, lawn and garden tools, and landscaping supplies, namely, lawn sprinklers, nozzles, lawn mowers, catcher attachment for lawn mowers, lawn mower blades, garden dump carts, bird feeders, plant foods, fertilizers, plant hooks, garden hoses, border edging material, rakes, trowels, garden hand tools, garden seeders, outdoor equipment and implements, namely chainsaws, lawnmowers, power tools, pressure washers, electric generators, snow blowers, power blowers for lawn debris, cement mixers, air compressors, camping products, namely, camping furniture, camping grills, camping mattresses, camping stoves, camping trailers, tents, sleeping bags, backpacks, camping lanterns, led flashlights, thermal insulated containers for food or beverages, portable beverage coolers, camping enamelware, sporting goods, pet supplies, namely, collars, leashes, reins, cinches, stirrups, lariats, whips, animal blankets, curry combs, bits, spurs, animal feeders and waterers, bird houses and feeders, hand tools, power tools, hardware, paint, toys, plumbing supplies, namely, faucets, water tanks, barrel pumps, sewage pumps, septic pumps, suction pumps, jet pumps, barrel pumps, plastic piping, toilet tank kits, plumbing fixtures, pipes, valves, aerators, spray heads, hoses, outdoor water management supplies, and water treatment products, namely, chemical products and water chemical preparations for the testing, treatment and maintenance of water, homesteading products, namely, canning machines, jar sealing machines, cooking utensils, canning tongs, slotted spoons, pots and pans, non-electric can openers, beehives, sections of wood for beehives, hive boxes or honeycombs, protective suits for beekeeping, spices, seasonings, beef jerky, roasted nuts, dried fruit, power sporting goods, motor fuels, namely, gasoline and diesel fuels, lamp fuels, kitchen appliances, housewares, grocery items, live plants and seeds, furniture, cleaning supplies, namely, all-purpose cleaning preparations and all-purpose disinfecting and deodorizing preparations, live poultry, personal care products, namely body care preparations, hair care preparations, deodorants for personal use, perfumes and fragrances, aromatherapy oils, insect repellents, hand sanitizers, machine tools, canning supplies, namely, jars, rubber seals for jars, metal lids for jars, cooking strainers, cooking pots, cooking funnels, colanders, adhesive labels, plant growth substrates and chemicals, and skin care soap and candle making supplies, namely, candle wax, candle making moulds and wicks.	2007-09-21 2022-05-06	2032-09-21 2032-05-06

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
DOWN TO EARTH RETAIL	1932158	TMA1165060	N/A	(1) Retail sale of hardware, tools, gardening tools and gloves, lawn and garden fertilizers, lawn mowers, lawn sprinklers, automotive parts, automotive paints, automotive engine oils, automotive lubricants, automotive greases, agricultural chemicals, fertilizers for agricultural use, plant growth regulators for agricultural use, agricultural pesticides, agricultural seeds, agricultural equipment, housewares, large animal and pet feed, sporting goods, toys, home decor products, and clothing, namely, workwear N/A	2023-02-08	2033-2-08
OXGEAR	1731743	TMA1002616	(1) Footwear, namely, work boots, rubber boots, thermal boots, safety boots, winter boots, safety shoes (2) Men's and women's clothing, namely socks, underwear, shirts, t-shirts, casual pants, casual shorts, work pants, work shorts, casual overalls, work overalls, bib overalls, sweaters, cagoules, anoraks, parkas, vests, jackets, rainwear and insulated outerwear, namely parkas, jackets, bib overalls, pants and shirts	N/A	2018-08-13	2033-08-13
	1731740	TMA984419	(1) Gardening tools, namely wheelbarrows, hose guides, garden hose, soaker hose, hose nozzles and washers, sprinklers, hose hangers, hose reels, hose carts, hand garden tools, trowel, snow shovels, long handled tools, shovels, rakes, brooms, hoes, fan rake cultivators, garden pruners, garden shears, loppers, pole pruners, tank sprayers, gas trimmer accessories, namely cords and chains; lawn mower accessories, namely bags and blades; and mops	Peavey Industries LP	2017-11-07	2032-11-07
VILLAGER HARDWARE	1148165	TMA606321	N/A	(1) Operating retail outlets specializing in the sale of farm supplies, hardware, lawn and gardening equipment, fertilizers and lawn and garden and farm chemicals, paint, building supplies, work clothing and footwear and automobile parts and accessories.	2004-03-26	2034-03-26
	1932182	TMA1139949	N/A	(1) Retail sale of apparel, automotive parts and car care supplies, namely, air filters, fuel filters, oil filters, motor oils, fuel oils, windshield wipers and windshield washing fluid, automobile light bulbs, home décor and furniture, seasonal décor, namely, Christmas decorations, electrical lighting supplies, namely, trouble lights outdoor lights, Christmas lights, floodlights, electrical terminal connectors and rings, electrical wires, light dimmers, electronic flashers, light bulbs, electric lanterns, home electrical products, namely, kitchen appliances, farm supplies and equipment, namely, farm implements, namely, fence posts, fence stretchers, tillers, harrows, garden tractors, snow plow graders, well pumps, hand pumps, grain hoppers, grain scoops, buckets, wagons, load binders, baller twine, poultry brooders, fuel hoses and spouts, farm gates, stock tanks saddles, bridles, halters, collars, leads, reins, cinches, stirrups, lariats, whips, animal blankets, curry combs, bits, spurs, tackler hoists, hooks, animal feeders and waterers, storage sheds, fencing, animal feed, household heating and cooling equipment and related parts and accessories, namely, water heaters, patio heaters, electric space heaters and air conditioners, outdoor cooking equipment, namely, barbecues and grills, housewares, lawn and garden tools, and landscaping supplies, namely, lawn sprinklers, nozzles, lawn mowers, catcher attachment for lawn mowers, lawn mower blades, garden dump carts, bird feeders, plant foods, fertilizers, plant hooks, garden hoses, border edging material, rakes, trowels, garden hand tools, garden seeders, outdoor equipment and implements, namely, camping products, namely, camping furniture, camping grills, camping mattresses, camping stoves, camping trailers, sporting goods, pet supplies, namely, collars, leashes, reins, cinches, stirrups, lariats, whips, animal blankets, curry combs, bits, spurs, animal feeders and waterers, bird houses and feeders, hand tools, power tools, hardware, paint, toys, plumbing supplies, namely, faucets, water tanks, barrel pumps, sewage pumps, septic pumps, suction pumps, jet pumps, barrel pumps, plastic piping, toilet tank kits, plumbing fixtures, pipes, valves, aerators, spray heads, hoses, outdoor water management supplies, and water treatment products, namely, chemical products and water chemical preparations for the testing, treatment and maintenance of water, powered sporting goods, fuels, kitchen appliances, housewares, grocery items, live plants and seeds, furniture, cleaning supplies, namely, all-purpose cleaning preparations and all-purpose disinfecting and deodorizing preparations, live poultry, personal care products, namely, body care preparations, hair care preparations, deodorants for personal use, perfumes and fragrances, aromatherapy oils, insect repellents, hand sanitizers, machine tools, canning machines, plant growth substrates and chemicals, and skin care soap and candle making supplies, namely, candle wax, candle making moulds and wicks.	2022-08-24	2032-08-24

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
HARVEST GRADE	1932161	TMA1115678	(1) Household boxes of cleaners; metal. (2) Tool boxes of metal. (3) Power tools; machine tools for the automotive industry; metalworking machine tools; wood working machine tools; electric welding machines; gas welding machines; electric lawn trimmers; gasoline lawn mowers; mechanical lawn mowers; power blowers for lawn debris. (4) Gardening tools; hand tools; garden hoes. (5) Rakes; replacement parts therefor. (6) Garden tractors and replacement parts therefor. (7) Garbage bags. (8) Plastic tool boxes sold empty. (9) Brooms.	N/A	2021-12-10	2031-12-10
COUNTRY DEPOT	0719410	TMA451725	N/A	(1) Operation of retail outlets, namely farm supply stores, town and country stores and home centres dealing in the supply of products, including lumber and building supplies, hardware supplies, plumbing supplies, electrical supplies, domestic appliances, building supplies, wall paper, paint, decorating supplies, sanitation products, animal health products, pet food, tack, grease and oil, recreation equipment, rugs and floor coverings, tires, batteries, auto accessories, pumps, ventilation products, fertilizer, feed and seed, and automotive farm mechanical systems; operation of a gasoline and fuel oil distribution service for farmers; operation of gasoline bars and key lock gasoline pumps; operation of propane dispensing outlets; spreading of farm fertilizers and chemicals; rental of equipment for the spreading of agricultural fertilizers and chemicals; drying of corn and the storage of grain; spreading of fertilizer for agricultural purposes; computerized feed formulation service for agricultural customers; operation of lawn and garden centres.	1995-12-15	2025-12-15
POWERED BY PEAVEY	2118639	TMA1305221	N/A	(1) Retail sale of apparel, automotive supplies and equipment, home décor, outdoor décor and furniture, seasonal décor, electrical lighting supplies, home electrical products, farm supplies and equipment, farm implements, fencing, animal feed, household heating and cooling equipment and related parts and accessories, outdoor cooking equipment, housewares, lawn and garden products and tools, landscaping supplies, outdoor equipment and implements, camping products, sporting goods and supplies, pet supplies, bird houses and feeders, hand tools, power tools, hardware, paint, plumbing supplies, outdoor water management supplies, water treatment products, homesteading products, power sport equipment, fuels, appliances, housewares, grocery items, live plants and seeds, furniture, cleaning supplies, live poultry, personal care products, gardening supplies, machine tools, canning supplies, plant growth substrates and chemicals, and soap and candle making supplies.	2025-04-09	2035-04-09
THE INCREDIBLE COUNTRY HARDWARE STORE	1119099	TMA586852	N/A	(1) Operating retail outlets specializing in the sale of farm supplies, hardware, lawn and gardening equipment, fertilizers and lawn and garden and farm chemicals, paint, building supplies, work clothing and footwear and automobile parts and accessories.	2003-08-08	2033-08-08
HARD WORKING CANADIANS	812021 812020	TMA476712 TMA476717	N/A N/A	(1) Operation of a retail store selling clothing items. (1) Operation of a retail store selling clothing items.	1997-05-23 1997-05-23	2027-05-23 2027-05-23
	1219628	TMA650924	N/A	(1) Operation of retail outlets, namely farm supply stores, town and country stores and home centres dealing in the supply of products, including lumber and building supplies, hardware supplies, plumbing supplies, electrical supplies, domestic appliances, building supplies, wall paper, paint, decorating supplies, sanitation products, animal health products, pet food, tack, grease and oil, recreation equipment, rugs and floor coverings, tires, batteries, auto accessories, pumps, ventilation products, fertilizer, feed and seed, and automotive farm mechanical systems; operation of lawn and garden centres.	2005-10-20	2030-10-20
GET A GOOD DEAL MORE	1119098	TMA584567	N/A	(1) Operating retail outlets specializing in the sale of farm supplies, hardware, lawn and gardening equipment, fertilizers and lawn and garden and farm chemicals, paint, building supplies, work clothing and footwear and automobile parts and accessories.	2003-07-04	2033-07-04

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
YOUR RURAL LIFESTYLE STORE	1932181	TMA1128096	N/A	<p>(1) Retail sale of apparel, automotive parts and car care supplies, namely, air filters, fuel filters, oil filters, motor oils, windshield wipers and windshield washing fluid, automobile light bulbs, home décor, outdoor décor namely, lanterns, solar powered lamps, led landscape lights, fireplaces, ornamental fountains, planters for flowers and plants, window boxes, decorative wall plaques, letter and mail boxes of metal, metal knockers, house numbers of metal, plastic and wooden trellises, birdhouses, statues and figurines of ceramic, plaster and precious metal, garden ornaments of stone, marble and concrete, and furniture, seasonal décor, namely Christmas and holiday decorations, electrical lighting supplies, namely trouble lights, outdoor lights, Christmas lights, floodlights, electrical terminal connectors and rings, electrical wires, light dimmers, electronic flashers, light bulbs, electric lanterns, home electrical products, namely kitchen appliances, farm supplies and equipment, namely, farm implements namely fence posts, fence stretchers, tillers, harrows, garden tractors, snow plow graders, well pumps, hand pumps, grain hoppers, grain scoops, buckets, wagons, load binders, baler twine, poultry brooders, fuel hoses and spouts, farm gates, stock tanks, saddles, bridles, halters, collars, leads, reins, cinches, stirrups, lariats, whips, animal blankets, curry combs, bits, spurs, tackler hoists, hooks, animal feeders and waterers, storage sheds, fencing, animal feed, household heating and cooling equipment and related parts and accessories, namely, water heaters, patio heaters, electric space heaters and air conditioners, outdoor cooking equipment, namely, barbecues and grills, housewares, lawn and garden tools, and landscaping supplies, namely, lawn sprinklers, nozzles, lawn mowers, catcher attachment for lawn mowers, lawn mower blades, garden dump carts, bird feeders, plant foods, fertilizers, plant hooks, garden hoses, border edging material, rakes, trowels, garden hand tools, garden seeders, outdoor equipment and implements, namely chainsaws, lawnmowers, power tools, pressure washers, electric generators, snow blowers, power blowers for lawn debris, cement mixers, air compressors, camping products, namely, camping furniture, camping grills, camping mattresses, camping stoves, camping trailers, tents, sleeping bags, backpacks, camping lanterns, led flashlights, thermal insulated containers for food or beverages, portable beverage coolers, camping enamelware, sporting goods, pet supplies, namely, collars, leashes, reins, cinches, stirrups, lariats, whips, animal blankets, curry combs, bits, spurs, animal feeders and waterers, bird houses and feeders, hand tools, power tools, hardware, paint, toys, plumbing supplies, namely, faucets, water tanks, barrel pumps, sewage pumps, septic pumps, suction pumps, jet pumps, barrel pumps, plastic piping, toilet tank kits, plumbing fixtures, pipes, valves, aerators, spray heads, hoses, outdoor water management supplies, and water treatment products, namely, chemical products and water chemical preparations for the testing, treatment and maintenance of water, homesteading products, namely, canning machines, jar sealing machines, cooking utensils, canning tongs, slotted spoons, pots and pans, non-electric can openers, beehives, sections of wood for beehives, hive boxes or honeycombs, protective suits for beekeeping, spices, seasonings, beef jerky, roasted nuts, dried fruit, power sporting goods, motor fuels, namely, gasoline and diesel fuels, lamp fuels, kitchen appliances, housewares, grocery items, live plants and seeds, furniture, cleaning supplies, namely all-purpose cleaning preparations and all-purpose disinfecting and deodorizing preparations, live poultry, personal care products, namely, body care preparations, hair care preparations, deodorants for personal use, perfumes and fragrances, aromatherapy oils, insect repellents, hand sanitizers, machine tools, canning supplies, namely, jars, rubber seals for jars, metal lids for jars, cooking strainers, cooking pots, cooking funnels, colanders, adhesive labels, plant growth substrates and chemicals, and skin care soap and candle making supplies, namely, candle wax, candle making moulds and wicks.</p>	2022-05-06	2032-05-06
	1932178	TMA1128098	N/A	<p>(1) Retail sale of apparel, automotive parts and car care supplies, namely, air filters, fuel filters, oil filters, motor oils, windshield wipers and windshield washing fluid, automobile light bulbs, home décor, outdoor décor namely, lanterns, solar powered lamps, led landscape lights, fireplaces, ornamental fountains, planters for flowers and plants, window boxes, decorative wall plaques, letter and mail boxes of metal, metal knockers,</p>	2022-05-06	2032-05-06

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
HARVEST GOODNESS	1932169	TMA1245768	<p>(1) Plant growing supplies for home gardeners namely growing media for plants, plant fertilizers, and plant growth regulating preparations; organic products relating to growing plants for home gardeners namely plant nutrient preparations and plant strengthening preparations; gardening soil for home gardeners.</p> <p>(2) Soap making supplies namely colorants for use in the manufacture of soap, dyes for making soap.</p> <p>(3) Candle making supplies namely beeswax for use in the manufacture of candles, oil for use in the manufacture of candles, wax for making candles, candle wicks.</p> <p>(7) Gardening supplies for home gardeners namely gardening tools.</p> <p>(4) Canning supplies namely canning jars and food preserving jars of glass; gardening supplies for home gardeners namely gardening gloves.</p>	<p>house numbers of metal, plastic and wooden trellises, birdhouses, statues and figurines of ceramic, plaster and precious metal, garden ornaments of stone, marble and concrete, and furniture, seasonal décor, namely Christmas and holiday decorations, electrical lighting supplies, namely trouble lights, outdoor lights, Christmas lights, floodlights, electrical terminal connectors and rings, electrical wires, light dimmers, electronic flashers, light bulbs, electric lanterns, home electrical products, namely kitchen appliances, farm supplies and equipment, namely, farm implements namely fence posts, fence stretchers, tillers, harrows, garden tractors, snow plow graders, well pumps, hand pumps, grain hoppers, grain scoops, buckets, wagons, load binders, bailer twine, poultry brooders, fuel hoses and spouts, farm gates, stock tanks, saddles, bridles, halters, collars, leads, reins, cinches, stirrups, lariats, whips, animal blankets, curry combs, bits, spurs, tackler hoists, hooks, animal feeders and waterers, storage sheds, fencing, animal feed, household heating and cooling equipment and related parts and accessories, namely, water heaters, patio heaters, electric space heaters and air conditioners, outdoor cooking equipment, namely, barbecues and grills, housewares, lawn and garden tools, and landscaping supplies, namely, lawn sprinklers, nozzles, lawn mowers, catcher attachment for lawn mowers, lawn mower blades, garden dump carts, bird feeders, plant foods, fertilizers, plant hooks, garden hoses, border edging material, rakes, towels, garden hand tools, garden seeders, outdoor equipment and implements, namely chainsaws, lawnmowers, power tools, pressure washers, electric generators, snow blowers, power blowers for lawn debris, cement mixers, air compressors, camping products, namely, camping furniture, camping grills, camping mattresses, camping stoves, camping trailers, tents, sleeping bags, backpacks, camping lanterns, led flashlights, thermal insulated containers for food or beverages, portable beverage coolers, camping enamelware, sporting goods, pet supplies, namely, collars, leashes, reins, cinches, stirrups, lariats, whips, animal blankets, curry combs, bits, spurs, animal feeders and waterers, bird houses and feeders, hand tools, power tools, hardware, paint, toys, plumbing supplies, namely, faucets, water tanks, barrel pumps, sewage pumps, septic pumps, suction pumps, jet pumps, barrel pumps, plastic piping, toilet tank kits, plumbing fixtures, pipes, valves, aerators, spray heads, hoses, outdoor water management supplies, and water treatment products, namely, chemical products and water chemical preparations for the testing, treatment and maintenance of water, homesteading products, namely, canning machines, jar sealing machines, cooking utensils, canning tongs, slotted spoons, pots and pans, non-electric can openers, beehives, sections of wood for beehives, hive boxes or honeycombs, protective suits for beekeeping, spices, seasonings, beef jerky, roasted nuts, dried fruit, power sporting goods, motor fuels, namely, gasoline and diesel fuels, lamp fuels, kitchen appliances, housewares, grocery items, live plants and seeds, furniture, cleaning supplies, namely, all-purpose cleaning preparations and all-purpose disinfecting and deodorizing preparations, live poultry, personal care products, namely body care preparations, hair care preparations, deodorants for personal use, perfumes and fragrances, aromatherapy oils, insect repellents, hand sanitizers, machine tools, canning supplies, namely, jars, rubber seals for jars, metal lids for jars, cooking strainers, cooking pots, cooking funnels, colanders, adhesive labels, plant growth substrates and chemicals, and skin care soap and candle making supplies, namely, candle wax, candle making moulds and wicks.</p>	2024-07-23	2034-07-23

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
HARVEST GEAR	1932164	TMA1116104	(5) Pet food; begged large animal feed; food for livestock; outdoor living plants. (6) Live chickens. (1) Clothing, namely, workwear, namely, shirts, pants, jackets, coats, overalls, camouflage clothing for hunting, gloves, socks, safety clothing for hunting, hats, tuques; Boots. (1) Footwear, namely, work boots, rubber boots, thermal boots, safety boots, winter boots, safety shoes (2) Men's and women's clothing, namely socks, underwear, shirts, t-shirts, casual pants, casual shorts, work pants, work shorts, casual overalls, work overalls, bib overalls, sweaters, cagoules, anoraks, parkas, vests, jackets, rainwear and insulated outerwear namely parkas, jackets, bib overalls, pants and shirts	N/A	2021-12-17	2031-12-17
	1731742	TMA1002613	(1) Gardening tools, namely wheelbarrows, hose guides, garden hose, soaker hose, hose nozzles and washers, sprinklers, hose rangers, hose reels, hose carts, hand garden tools, trowel, snow shovels, long handled tools, shovels, rakes, brooms, hoes, fan rake cultivators, garden pruners, garden shears, loppers, pole pruners, tank sprayers, gas trimmer accessories, namely cords and chains; lawn mower accessories, namely bags and blades, and mops (2) Mechanic's hand tools, namely socket sets and wrenches, bench power tools, namely, tool storage systems, namely, tool boxes and tool cabinets, power tool accessories, namely, drill bits, masonry drill bits, high speed drill bits, router bits, circular saw blades, jigsaw blades, screwdriver bits, wood drilling bits, metal drilling bits, builder's hardware, namely, chests and cabinets, routers, cut off blades, welding equipment and accessories namely, welding covers, gloves, contact tips and wire brushes, welding wire, solder and flux, torch cables, torch necks and torch handles, butane cylinders, welding carts, welding rods, air compressors (3) Carpenter's hand tools, namely, hand saws, hacksaws, utility knives, levels, namely, torpedo levels, digital levels, beam levels, box levels, laser levels, magnetic levels, woodworking clamps, tape measures, chisels, wrenches, wrench holder, wire cutters, hammers, screwdrivers, ratcheting tool sets, ratchet screw drivers, hand tools; namely, utility knives, plane, tape measures, chisels, wrenches, wrench holders, hammers, screwdrivers, ratcheting tool sets, ratchet screw drivers	N/A	2018-08-13	2033-08-13
STARKMANN	1731741	TMA984420	N/A	N/A	2017-11-07	2032-11-07
HARDWARE AND A WHOLE LOT MORE	1414078	TMA760938	N/A	(1) Retail sale of hardware, gardening products, automotive products, agricultural products, housewares, clothing, and sporting goods.	2010-03-04	2035-03-04
COUNTRY PRO	1294729 725830	TMA685179 TMA460634	(1) Hand and gardening tools. N/A	N/A	2007-03-30 1996-08-02	2032-03-30 2026-08-02
				(1) Operation of retail outlets, namely farm supply stores, town and country stores and home centres dealing in the supply of products, including lumber and building supplies, hardware supplies, plumbing supplies, electrical supplies, domestic appliances, building supplies, wall paper, paint, decorating supplies, sanitation products, animal health products, pet food, tack, grease and oil, recreation equipment, rugs and floor coverings, tires, batteries, auto accessories, pumps, ventilation products, fertilizer, feed and seed, and automotive farm mechanical systems; operation of a gasoline and fuel oil distribution service for farmers; operation of gasoline bars and key lock gasoline pumps; operation of propane dispensing outlets; spreading of farm fertilizers and chemicals; rental of equipment for the spreading of agricultural fertilizers and chemicals; drying of corn and the storage of grain; spreading of fertilizer for agricultural purposes; computerized feed formulation service for agricultural customers; operation of lawn and garden centres.	2010-03-04	2035-03-04
	388987	TMA225095	(1) Glues; plant foods; fertilizers; Starting fluids; oil treatment compounds; engine flushes; methyl hydrate; windshield washer antifreeze; antifreeze, putty; transmission fluids; Automobile body paint. (2) Sandpaper; abrasive cloth; carpet cleaners. (3) Motor oils; engine additives; Fuels for camp stoves and lanterns; charcoal briquettes. (4) Fly vapour strips; insect and pest powder, sprays and liquid. (5) Metal Locks; pad locks; wedges; tool boxes; welding kits and rods; solder; rivets; wire ropes; clamps; knobs; latches; turn-buckles; bolts; washers; nails, screws; keys; chains and repair links; plant hooks; wire fences; border edging material; lawn fences; perma-pressure water tanks; swivels; nuts; Spurs; hooks; storage sheds; farm gates; fence stretchers; load binders; stock tanks saddles; Car ramps; door lock knobs; gas cans. (7) Self-lubricating gear pumps; flexator pumps; power winches; power drills; power saws; power sanders; power grinders; utility gas motors; oil burner motors; air	N/A	1977-12-30	2032-12-30

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
			<p>compressors; winches and hoists; sanders; augers and bits; dies; shaft collars; soldering irons and guns; grinding wheels; hydraulic jacks; hydraulic cylinders; hydraulic cylinder repair kits; snow pushers; snow throwers; pulleys; pulley blocks; paint sprayers; suction pumps; jet pump; barrel pumps; valves; aerators; sewage pumps; septic pumps; machinery bushings; wood planners; radial arm saws; lawn mower blades; nozzles; lawn mowers; garden seeders; Bits; tackler hoists; fillers; harrows; snow plow graders; well pumps; grain hoppers; poultry brooders; Oil filters; jacks; tune-up kits; gas snowmobile engines; fan belts; alternators; transmission oil cooler; distributor caps; spark plugs; Mufflers; hose; Swimming pool vacuum; vacuum cleaners; juicers; blenders; food grinders; food mixers; food slicers; catcher attachment for lawn mowers; Propane torches; Garden tractors; coolant return system.</p> <p>(8) Bolt cutters; pliers; cutters; razor knives; shears; replacement blades for tape measures; circlecut snips; straight-cut snips; vises; wrenches; nail pullers; taper files; bastard files; wood rasps; chainsaw files; chisels; punches; hammers; ratchets; crow bars; sledge hammers; axe and hammer handles; glass cutters; shovels; snow scrapers; linoleum knives; plumbing augers; wall scrapers; caulking guns; jig saws; rakes; trowels; garden hand tools; Hardware, hardware supplies and tools, namely, socket wrench kits; shoe rasps; riveters; Hand pumps; grain scoops; grease guns and refills; Knives; ice augers; can openers; steam irons.</p> <p>(9) Couplers; tape measures; valves and switches; fire extinguishers; electrical extension leads; electrical fences; thermometers; light dimmers; electronic flashers; batteries; electrical connectors; routers; electrical valves and switches; electrical terminal connectors and rings; electrical wires; screw connectors; service panels; ground clamps; electrical utility boxes and covers; diaphragm switches; electrical breakers; fuses; plugs; cords; sockets; switch plates; Spark plug and hi voltage testers; auto circuit testers; timer lights; gauges; trailer light socket connectors; thermostats; cords; 8-track tape deck and speakers; car radios; battery chargers; battery cables; booster cables; remote control starter switch; fuel pump testers; volt-ohmsamp tester; engine analyzer; compression tester; tach-points tester; Hard hats; dust masks; safety helmets; life vest; safety face shields; welders' gloves; shoulder pads and helmets; mobile radios; citizen band radios and antenna; tape decks and cassettes; stereos; record players; TV and component stands; calculator carrying cases; calculators; cameras; Automotive parts, equipment and supplies, namely,</p> <p>(10) Toilet tank kits; plumbing fixtures; spray heads; toilet tank balls; pulsating showers; water heaters; stop cocks; faucets; fans; heaters; flashlights; plumbing connectors; trouble lights; outdoor lights; Christmas lights; floodlights; automobile light bulbs; light bulbs; electric lanterns; fluorescent bulbs; black lights; floats; Air filters; lights; fans; car heaters; Dust mask replacement filters; barbecue lighters; camp stove lighters; patio lanterns; barbecues; portable chemical toilets; heat seats; grills; kettles; deep fryers; toasters; coffee percolators; freezers; humidifiers.</p> <p>(11) Hitches; wheelbarrows; springs; covers for motors; fuel tanks; tank liner kits; garden dump carts; wagons; Luggage carriers; trailer hitch connections; steering wheel covers; shock absorbers; hub caps; gas and oil caps; head light protectors; shift knobs; car and truck tops; ski carriers; mud flaps; seat covers; tires; inner tubes; windshield covers; wheel covers; tire chains; spare-tire carriers; Tricycles; tubes and tires; tire patch kits; bicycle seats; paddles and oars; canoes; inflatable boats; water bottle holders; bicycles; training wheels for bicycles; chains; Bicycle horns; automotive engines.</p> <p>(12) Ammo boxes; rifle cartridges; air guns and pellets.</p> <p>(13) Staples; paint brushes and rollers; Printing sets; chalk boards; modelling compounds; paint-by-number sets; paper napkins; wrapping paper; Christmas wrapping paper; paper bags; garbage bags; diaries; books and manuals.</p> <p>(14) Insulating bushings; weather-strips; polyethylene film; plastic piping; fence insulators; sealing tapes; hoses; electrical insulators; garden hoses; Fuel hoses and spouts; Sealants; gaskets; heater and radiator hoses; Flexible tubing; self-adhering striping for automotive vehicles for use as edge trim; caulking compound.</p> <p>(15) Whips; animal blankets; bridles; halters; leads; reins; cinches; stirrups; Saddle bags; packs; rucksacks; child carriers; purses; luggage; travel bags; tote cases.</p> <p>(16) Cements; spatching compounds; pipes; Farm implements, equipment and supplies, namely, fence posts; Bug screens.</p> <p>(17) Mechanics' chests; parts cabinets with drawers; plastic wood; stoppers; Mirrors; cushions; back rests; Mirrors; cushions; back rests; Stools; plastic water carriers; stadium and boat seats; lawn chairs and repair kits therefor; foam</p>			

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
FLYING FRIENDS WILD BIRD SEED	0663315	TMA436051	<p>Nice Class (Goods)</p> <p>cushions; bins; furniture casters; tables; chairs; serving carts. (18) Funnels; spouts; mouse traps; glass fibre screening; toothbrush and tumbler holders; towel rings and hooks; towel bars; strainers; plungers; bird feeders; lawn sprinklers; rubber window cleaners; nylon sponge window cleaners; Curry combs; animal feeders and waterers; buckets; Drip pans; Vacuum bottles; coolers; camping cook sets; laundry baskets; decanters; sauce pans; brooms and mops; roasting pans; bread boxes; canisters; frying pans; coffee pots; canners; drain boards; dish pans; garbage cans; pails; wash tubs. (19) Awnings and awning pulleys; tarpaulins; Lariats; baller twine; Tow ropes; Fishing nets; tents; unfitted swimming pool covers. (20) Towels; face cloths; sleeping bags; Dry goods, namely, comforters. (21) Collars; Coats; parkas; jackets; shirts; underwear; T-shirts; caps; snowmobile suits; storm suits; curling sliders; ball caps; golf caps; gloves; jeans; pants; overalls; vests; mitts; rain suits; boots; rubber boots; insoles; socks; work suits; suspenders; snowmobile boots. (22) Pins; Belt buckles; ribbons. (23) Mats. (24) Christmas decorations; Ball gloves; boxing gloves; curling gloves; hockey gloves; fishing rods and reels; fishing lures; tackle boxes; tennis rackets; curling knee pads; curling brooms; exercise gyms; skates; volleyball sets; letherballs; badminton sets; table tennis sets; hockey sticks; hockey tape; hockey nets; swimming and wading pools; athletic supporters and straps; pool tables; pool balls; dolls; board games; card games; lawn darts; swing sets; hockey games; puzzles; pool cues; game calls; decoys; snow shoes and harnesses; toboggans; sleighs; snow sleds; educational toys; mechanical toys; plastic toys; train sets and tracks; toy animals; toy cars; toy kitchen items; stuffed toys; toy model kits; farm sets; toy guns; plastic building blocks; dart boards; horseshoe sets; shuffleboards and rocks. Classes 21-31: Wild bird seed, sunflower seeds, millet, peanuts, niger and blends; wild bird feeders; bird baths</p>		1994-11-25	2034-11-25
FLYING FRIENDS CLUB & DESIGN 	0686085	TMA411761	<p>Nice Class (Goods)</p> <p>Providing special customer rebate programs for purchasing bird seed.</p>		1993-04-30	2033-04-30

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made effective as of the 15th day of April, 2025 (the "Effective Date").

BETWEEN:

PEAVEY INDUSTRIES LP, a limited partnership governed by the laws of the Province of Alberta (the "**Seller**")

– and –

2607781 ALBERTA LTD., a corporation formed under the laws of the Province of Alberta (the "**Purchaser**")

RECITALS:

- A. The Seller is the registered and beneficial owner of all of the issued and outstanding Class "A" common shares (the "**Purchased Shares**") of the Corporation.
- B. Pursuant to the Order of the Honourable Justice Feasby of the Court of King's Bench of Alberta (the "**Court**") issued January 27, 2025 (as amended and restated by an Order of Justice Johnston, on February 6, 2025, and as may be further amended or amended and restated from time to time, the "**Initial Order**"), the Seller and the General Partner (collectively, "**Peavey**") were granted, directly or indirectly, among other things, creditor protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36, as amended (the "**CCAA**") and FTI Consulting Canada Inc. was appointed as the CCAA monitor of Peavey (in such capacity, the "**Monitor**"); and
- C. on the terms set out herein, the Seller has agreed to sell and transfer to the Purchaser, and the Purchaser has agreed to purchase from the Seller, all of the Seller's right, title and interest in and to the Purchased Shares, subject to and in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto (collectively, the "**Parties**", and each, a "**Party**") hereby acknowledge and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Unless something in the subject matter or context is inconsistent therewith, the terms defined herein shall have the following meanings:

"**Affiliate**" has the meaning given to the term "affiliate" in the *Business Corporations Act*.

"**Agreement**" means this share purchase agreement, as may be amended and restated from time to time in accordance with the terms hereof, with the consent of the Monitor, and "**Article**" and "**Section**" mean and refer to the specified article, section and subsection of this Agreement.

"**Applicable Law**" means, in respect of any Person, property, transaction or event, any (i) domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order, (ii) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, instruments or awards of any Governmental Authority, and (iii) policies, practices, standards, guidelines and protocols

having the force of law, that applies in whole or in part to such Person, property, transaction or event.

"Approval and Vesting Order" means an order by the Court, in form and substance satisfactory to the Purchaser, acting reasonably, among other things, approving and authorizing the Transaction and vesting in the Purchaser (or as it may direct) all the right, title and interest of the Seller in and to the Purchased Shares, free and clear from any Encumbrances.

"Authorization" means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval or building permit) or from any Person in connection with any easements, contractual rights or other matters.

"Books and Records" means (i) all of the Corporation's files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including Tax and accounting books and records, and (ii) all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including Tax and accounting books and records used or intended for use by, or in the possession of the Seller, the Corporation, or any other member of Peavey or any of their respective Affiliates including information, documents and records relating to the Contracts, customer lists, customer information and account records, sales records, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, cost and pricing information, production reports and records, equipment logs, operating guides and manuals, credit records, records relating to present and former suppliers and contractors, plans and projections and all other records, data and information stored electronically, digitally or on computer-related media.

"Business" means the business conducted by the Corporation, being sunflower seed production for wild bird feeding.

"Business Corporations Act" means the *Business Corporations Act*, R.S.A. 2000, c. B-9.

"Business Day" means a day on which banks are open for business in Calgary, Alberta, but does not include a Saturday, Sunday or statutory holiday in the Province of Alberta.

"CCAA" has the meaning set out in the recitals hereto.

"CCAA Proceedings" means the proceedings under the CCAA respecting, inter alia, the Corporation in Court of King's Bench of Alberta Action Number 2501-01350.

"Claims" means any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in or cause of action, suit, default, assessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person.

"Closing" means the closing and consummation of the Transaction.

"Closing Date" means the date on which the Transaction is implemented.

"Closing Time" means 3:00 p.m. (Calgary time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

"Contracts" means all pending and executory contracts, agreements, leases, understandings and arrangements (whether oral or written) to which the Corporation is a party or by which the

Corporation is bound or in which the Corporation has, or will at Closing have, any rights or by which any of its property or assets are or may be affected.

"Corporation" means Turtle Mountain Seed Co., a corporation formed under the laws of the Province of Alberta.

"Court" has the meaning set out in the recitals hereto.

"Effective Date" has the meaning set out in the preamble hereto.

"Encumbrance" means any security interest, lien, Claim, charge, right of retention, deemed trust, judgement, writ of seizure, writ of execution, notice of seizure, notice of execution, notice of sale, hypothec, reservation of ownership, pledge, encumbrance, mortgage or right of a third party (including any contractual rights such as purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual right) or encumbrance of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, (including any conditional sale or title retention agreement, or any capital or financing lease).

"General Partner" means Peavey Industries General Partner Limited.

"Governmental Authority" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation.

"GST/HST" means all goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15.

"Income Tax Act" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.).

"Initial Order" has the meaning set out in the recitals hereto.

"Interim Period" means the period from the Effective Date to the Closing Time.

"Liability" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"Monitor" has the meaning set out in the recitals hereto.

"Monitor's Certificate" has the meaning set out in Section 7.1(d).

"Organizational Documents" means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

"Outside Date" means 3:00 p.m. (Calgary time) on April 30, 2025 or such later date and time as the Parties may agree to in writing.

"Parties" has the meaning set out in the recitals hereto.

"Partnership Act" means the *Partnership Act*, R.S.A. 2000, c. P-3.

"Party" has the meaning set out in the recitals hereto.

"Person" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.

"Purchase Price" has the meaning set out in Section 3.1.

"Purchased Shares" has the meaning set out in the recitals hereto.

"Taxes" means, with respect to any Person, all national, federal, provincial, local or other taxes, including income taxes, capital gains taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

"Transaction" means all of the transactions contemplated by this Agreement, including the purchase and sale transaction whereby the Purchaser will acquire the Purchased Shares.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 General Construction

The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof. The expression "Section" or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

1.4 Extended Meanings

Words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including, without limitation," and such terms as "includes" have similar meanings and the term "third party" means any other Person other than the Seller, the Corporation or the Purchaser, or any Affiliates thereof.

1.5 Currency

All references in this Agreement to dollars, monetary amounts, or to \$, are expressed in Canadian currency unless otherwise specifically indicated.

1.6 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

ARTICLE 2 PURCHASE OF SHARES AND ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of the Purchased Shares

Subject to the terms and conditions of this Agreement, effective as of the Closing Time, the Seller shall sell and transfer the Purchased Shares to the Purchaser, and the Purchaser shall purchase the Purchased Shares from the Seller, free and clear of all Encumbrances.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price

The purchase price payable by the Purchaser for the Purchased Shares shall be FIFTY THOUSAND DOLLARS (\$50,000), subject to adjustment as provided in this Agreement (the "**Purchase Price**").

3.2 Satisfaction of Purchase Price

At Closing, the Purchaser shall pay the Purchase Price by wire transfer to Norton Rose Fulbright Canada LLP in trust as counsel to the Seller.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Seller

The Seller hereby represents and warrants as of the date hereof and as of the Closing Time as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

(a) Corporate Status.

The General Partner is a corporation incorporated and existing under the *Business Corporations Act* as of the date hereof, is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.

The Seller is a limited partnership governed under the *Partnership Act*, is validly existing and in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and, subject to obtaining of the Approval and Vesting Order in respect of the matters to be approved therein, performance by the Seller of this Agreement has been authorized by all necessary corporate action on the part of the General Partner and the Seller.

(c) No Conflict. The execution, delivery and performance by the Seller of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Seller, any agreement binding on the Seller or any Applicable Law applicable to the Seller, Peavey or any of its affiliates, the Purchased

Shares, or result in the creation or require the creation of any Encumbrance upon or against the Purchased Shares.

- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Seller and constitutes a legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms, subject only to obtaining the Approval and Vesting Order.
- (e) Residency. The Seller is not a non-resident of Canada for purposes of the *Income Tax Act*.
- (f) Title to Purchased Shares. The Seller is the sole registered and beneficial owner of the Purchased Shares, with good and valid title thereto, and the Seller will transfer good and valid title to the Purchased Shares to the Purchaser, free and clear of all Encumbrances, pursuant to and in accordance with the Approval and Vesting Order.
- (g) No Other Agreements to Purchase. Except for the Purchaser's rights under this Agreement, no Person has any contractual right, option or privilege for the purchase or acquisition from the Seller or the Corporation of any of the Purchased Shares.

4.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to and in favour of the Seller as of the date hereof and as of the Closing Time, and acknowledges that, the Seller is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Corporate Status. The Purchaser is a corporation incorporated and existing under the *Business Corporations Act* as of the date hereof, is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action on the part of the Purchaser.
- (c) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement do not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the Approval and Vesting Order.

4.3 As is, Where is

The representations and warranties of the Seller shall survive the Closing Time on the Closing Date. The Purchaser acknowledges, agrees and confirms that, at the Closing Time, the Purchased Shares shall be sold and delivered to the Purchaser on an "as is, where is" basis, subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever.

ARTICLE 5 COVENANTS

5.1 Closing Date

- (a) The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing on or before the Outside Date.
- (b) Without limiting the foregoing, the Parties shall assist with submissions, share information and make any other efforts required to obtain any approval from any Governmental Authority necessary to effect the Closing.
- (c) Each of the Parties shall, as promptly as possible, make, or cause to be made, all filings and submissions, as applicable, required under any Applicable Law to effect the Closing.

5.2 Motion for Approval and Vesting Order

As soon as practicable after the date of this Agreement and in any event by no later than April 25, 2025, the Seller shall serve and file with the Court a motion for the issuance of the Approval and Vesting Order, seeking relief that will, *inter alia*, approve this Agreement and the Transaction, and grant the releases contemplated thereby. The Seller shall use its best efforts to seek the issuance and entry of the Approval and Vesting Order and the Purchaser shall cooperate with the Seller in its efforts to obtain the issuance and entry of the Approval and Vesting Order.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing

Closing shall take place on the Closing Date effective as of the Closing Time electronically (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

6.2 Seller Closing Deliveries

At or before the Closing Time, the Seller shall deliver or cause to be delivered to the Purchaser the following:

- (a) a true copy of the Approval and Vesting Order, as issued and entered by the Court;
- (b) share certificates representing the Purchased Shares duly endorsed in blank for transfer, or accompanied by irrevocable stock transfer powers duly executed in blank, in either case, by the Seller; and
- (c) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.3 Purchaser's Closing Deliveries

At or before the Closing, the Purchaser shall deliver or cause to be delivered to the Seller (or to the Monitor, as applicable), the following:

- (a) the Purchase Price; and
- (b) such other agreements, documents and instruments as may be reasonably required by the Seller to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

ARTICLE 7 CONDITIONS OF CLOSING

7.1 Conditions Precedent in favour of the Parties

The obligation of the Parties to complete the Transaction is subject to the following joint conditions being satisfied, fulfilled or performed on or prior to the Closing Date:

- (a) Approval and Vesting Order. The Court shall have issued and entered the Approval and Vesting Order, which Approval and Vesting Order shall not have been stayed, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (b) No Order. No Applicable Law and no judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise in effect that restrains or prohibits the completion of the Transaction.
- (c) No Restraint. No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement.
- (d) Monitor's Certificate. The Monitor shall have provided an executed certificate of the Monitor substantially in the form attached to the Approval and Vesting Order (the "**Monitor's Certificate**") confirming that all other conditions to Closing have either been satisfied or waived by both the Purchaser and the Seller.

The foregoing conditions are for the mutual benefit of the Parties. If any condition set out in this Section 7.1 is not satisfied, performed or mutually waived on or prior to the Outside Date, any Party may elect on written notice to the other Parties to terminate this Agreement.

7.2 Conditions Precedent in favour of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (a) Corporation's Deliverables. The Seller shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 6.2.
- (b) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement, each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

- (c) No Breach of Covenants. The Seller shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by the Seller on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in Section 7.2 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set out in Section 7.2 is not satisfied or performed on or prior to the Outside Date, the Purchaser may elect on written notice to the Seller to terminate this Agreement.

7.3 Conditions Precedent in favour of the Seller

The obligation of the Seller to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (a) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Seller at the Closing all the documents and payments contemplated in Section 6.3.
- (b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects (i) as of the Closing Date as if made on and as of such date, or (ii) if made as of a date specified therein, as of such date.
- (c) No Breach of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

The foregoing conditions are for the exclusive benefit of the Seller. Any condition in this Section 7.3 may be waived by the Seller in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Seller only if made in writing. If any condition set forth in this Section 7.3 is not satisfied or performed on or prior to the Outside Date, the Seller may elect on written notice to the Purchaser to terminate the Agreement.

ARTICLE 8 TERMINATION

8.1 Grounds for Termination

This Agreement may be terminated on or prior to the Closing Date:

- (a) by the mutual written agreement of the Seller (with the consent of the Monitor) and the Purchaser; or
- (b) by the Seller (with the consent of the Monitor) or the Purchaser upon written notice to the other Parties if: (i) the Closing has not occurred on or prior to the Outside Date; or (ii) the Approval and Vesting Order is not obtained on or before ●, 2025 (subject to availability of the Court); provided in each case that the failure to close or obtain such order, as applicable, by such deadline is not caused by a breach of this Agreement by the Party proposing to terminate the Agreement.

8.2 Effect of Termination.

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder; except for the provisions of Section 8.2.

**ARTICLE 9
GENERAL**

9.1 Access to Books and Records

For a period of two years from the Closing Date or for such longer period as may be reasonably required for the Seller (or any trustee in bankruptcy of the estate of the Seller) to comply with Applicable Law, the Purchaser will retain all original Books and Records that are transferred to the Purchaser under this Agreement, but the Purchaser is not responsible or liable for any accidental loss or destruction of, or damage to, any such Books and Records. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Seller (and any representative, agent, former director or officer or trustee in bankruptcy of the estate of the Seller, including the Monitor) has the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.

9.2 Notice

Any notice or other communication required to be given pursuant to this Agreement shall be in writing and delivered by a recognized overnight courier, express delivery service or by email to the following addresses (or to such other address as a party specifies to the other by written notice), and shall be deemed given when deposited with such courier or delivery service for overnight delivery or when received by the recipient's email server:

- (a) in the case of the Purchaser, as follows:

2607781 Alberta Ltd.
PO Box 26026 Red Deer Stn
Postal Box Ctr
Red Deer, AB T4N 6X7

Attention: Doug Anderson
E-mail: doug.anderson@peaveyindustries.com

With a copy to:

Gasoline Alley Law Group
101, 536 Laura Avenue
Red Deer County, AB T4E 0A5

Attention: Tom Langford
E-mail: tlangford@gasalleylaw.ca

- (b) in the case of the Seller, as follows:

The Peavey Group
7740 40 Ave
Red Deer, AB T4P

Attention: Karen Dilon
Email: karen.dilon@peaveyindustries.com

with a copy to:

Norton Rose Fulbright Canada LLP
400 3 Ave SW, Suite 3700
Calgary, AB T2P 4H2

Attention: Howard A. Gorman, KC

Email: howard.gorman@nortonrosefulbright.com

(c) in each case, with a further copy to the Monitor as follows:

FTI Consulting Canada Inc.
520 5th Ave SW, Suite 1610
Calgary, AB T2P 3R7

Attention: Patrick Kennedy
Email: patrick.kennedy@fticonsulting.com

with a copy to:

McCarthy Tétrault LLP
421 - 7th Avenue SW, Suite 4000
Calgary AB T2P 4K9

Attention: Sean Collins, KC
Email: scollins@mccarthy.ca

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Calgary time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Calgary time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission. In the case of a communication by email or other electronic means, if an autoreply is received indicating that the email is no longer monitored or in use, delivery must be followed by the dispatch of a copy of such communication pursuant to one of the other methods described above; provided however that any communication originally delivered by electronic means shall be deemed to have been given on the date stipulated above for electronic delivery.

Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

9.3 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

9.4 Survival

The representations and warranties of the Parties contained in this Agreement shall not merge on Closing and the representations, warranties and covenants of the Parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.

9.5 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

9.6 Entire Agreement

This Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by the Seller and the Purchaser.

9.7 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

9.8 Governing Law

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Alberta, Canada and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. Any and all disputes arising out of or related to this Agreement will be adjudicated exclusively in the provincial or federal courts located in Calgary.

9.9 Assignment

- (a) This Agreement may be assigned by the Purchaser prior to the issuance of the Approval and Vesting Order, in whole or in part, without the prior written consent of the Seller, the Corporation, or the Monitor, provided that: (x) (i) such assignee is a related party or subsidiary of the Purchaser; (ii) the Purchaser provides prior notice of such assignment to the Seller, the Corporation and the Monitor; and (iii) such assignee agrees to be bound by the terms of this Agreement to the extent of the assignment; provided, however, that any such assignment shall not relieve the Purchaser of its obligations hereunder; and (y) the Purchaser may assign the benefits of this Agreement to a lender or lenders as security for obligations owed to it or them, all without the consent of (but upon notice to) the Seller, the Corporation and the Monitor.
- (b) Except as specifically contemplated herein, this Agreement may not be assigned by the Seller or the Corporation without the consent of the Purchaser.

9.10 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

9.11 Independent Legal Advice

Each of the Parties acknowledges and agrees that the Seller's legal counsel has acted only for the Seller and is not protecting the rights and interests of the Purchaser. The Purchaser acknowledges and agrees that the Seller and the Seller's counsel have given the Purchaser the opportunity to seek, and have recommended that the Purchaser obtain, independent legal advice with respect to the subject matter of this Agreement, and any other documents, agreements and transactions contemplated thereby and, further, the Purchaser represents and warrants to the Seller and the Seller's counsel that the Purchaser has sought independent legal advice or waive such advice.

9.12 Counterparts

The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which shall constitute one agreement. The signatures of the Parties need not appear on the same counterpart. The delivery of signed counterparts by email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

9.13 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way and the Parties agree to negotiate in good faith to replace such invalid, illegal and unenforceable provision with a valid, legal and enforceable provision that achieves, to the greatest lawful extent under this Agreement, the economic, business and other purposes of such invalid, illegal or unenforceable provision.

9.14 Monitor's Certificate

The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no Liability to the Parties in connection therewith. The Parties further acknowledge and agree that upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived, the Monitor may deliver the executed Monitor's Certificate to the Purchaser's counsel in escrow, with the sole condition of its release from escrow being the Monitor's written confirmation that all such funds have been received, the Monitor's Certificate will be released from escrow to the Purchaser, and the Closing shall be deemed to have occurred.

9.15 Monitor's Capacity

In addition to all of the protections granted to the Monitor under the CCAA or any order of the Court in this CCAA proceeding, the Seller and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Corporation and not in its personal capacity, will have no Liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever as Monitor.

[The remainder of this page is intentionally left blank; signature page follows.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

PEAVEY INDUSTRIES LP, by its general partner, PEAVEY INDUSTRIES GENERAL PARTNER LIMITED

By: _____ 

Name: Karen Dilon

Title: Chief Financial Officer

I have authority to bind the corporation

2607781 ALBERTA LTD.

By: _____

Name:

Title:

I have authority to bind the corporation.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

PEAVEY INDUSTRIES LP, by its general partner, PEAVEY INDUSTRIES GENERAL PARTNER LIMITED

By: _____

Name:

Title:

I have authority to bind the corporation

2607781 ALBERTA LTD.

By:  _____

Name: Doug Anderson

Title: President

I have authority to bind the corporation.

Appendix “C”

Shoppers Transaction Assignment Agreement

ASSIGNMENT OF LEASE

THIS AGREEMENT is dated for reference the 11th day of April, 2025 (the "Effective Date") AMONG:

PEAVEY INDUSTRIES LP

(the "Assignor")

- and -

SHOPPERS REALTY INC.

(the "Assignee")

WHEREAS:

- A. By a lease dated September 20, 2012, Crombie Property Holdings Limited (the "Landlord") (as successor in interest to Sobeys Leased Properties Limited, the original landlord), as landlord and the Assignor (as successor in interest to TSC Stores L.P., the original tenant), as tenant (as assigned, amended or otherwise varied, collectively, the "Lease", appended hereto as **Schedule "A"**), the Landlord has leased to the Assignor for a term (the "Term") expiring March 31, 2029, certain premises (the "Premises") comprising a rental area of 16,588 square feet on the ground floor of the building municipally known as 445 Main Street, Mount Forest, Ontario, as more particularly described in the Lease;
- B. The Assignor obtained protection from its creditors and certain relief under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA") pursuant to an initial order (as amended and restated, the "Order") of the Court of King's Bench of Alberta (the "Court") made on January 27, 2025 (the "Filing Date");
- C. Further to the Assignor's restructuring efforts, the Assignor and certain affiliated entities (the "Peavey Group") are conducting a process to solicit offers from buyers with respect to the Peavey Group's leased store locations (the "Sale Process").
- D. Pursuant to the Sale Process, the Assignee submits this bid to purchase the Assignor's interest in the Lease.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements between the parties and the sum of One Dollar (\$1.00) that has been paid by each of the parties to the other, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals

The foregoing recitals are true in substance and in fact.

2. Definitions

The terms defined herein shall have the following meanings:

- (a) "**Agreement**" means this Assignment of Lease Agreement, as amended, modified or restated from time to time;
- (b) "**Act**" means the *Excise Tax Act* (Canada).

- (c) **"Assignor's Solicitors"** means Norton Rose Fulbright Canada LLP, 3700, 400 - 3rd Avenue SW, Calgary, AB T2P 4H2, Attention Howard Gorman;
- (d) **"Closing"** means the closing and consummation of the Assignment (as defined below);
- (e) **"Closing Date"** means the date that is five (5) days after receipt of the Assignment Order by the Assignor, or such other date as agreed to by the Assignor and Assignee in writing;
- (f) **"Closing Time"** means 12:01 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place;
- (g) **"Deposit"** means \$37,500.00 payable pursuant to Section 5(a).
- (h) **"Governmental Authority"** means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial regulatory or administrative function of or pertaining to government or securities market regulation.
- (i) **"GST/HST"** means the goods and services tax and/or harmonized sales tax levied under the Act.

3. Assignment

- (a) Subject to and conditional upon the satisfaction of the closing conditions identified in Section 6 and the terms of this Agreement, effective as of the Closing Time, the Assignor hereby transfers, sets over and assigns the Lease and all privileges and appurtenances belonging thereto (including any security deposits under the Lease), together with the unexpired residue of the Term, and the Premises and all benefits and advantages to be derived therefrom, to the Assignee (the **"Assignment"**) and the Assignee hereby, accepts the Assignment and assumes the liabilities and obligations under the Lease.
- (b) Subject to the provisions of the CCAA, the Assignor has good right, full power and absolute authority to assign the Lease and the Premises in the manner aforesaid, according to the true intent and meaning of this Assignment.
- (c) The Assignee acknowledges and represents that: (i) the Assignee has relied solely upon its own independent review, investigation and/or inspection of any documents, information and/or the Lease to be acquired and liabilities to be assumed in entering this Agreement; (ii) the Assignee did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Lease to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly provided in this Agreement; and (iii) the Assignment will be completed on an "as is, where is" basis.

4. Excluded Liabilities

Except for the Assignment of the Lease and subject to payment of Cure Costs, the Assignee is not assuming, and shall not be deemed to have assumed any liabilities of the Assignor or any affiliate thereof, including but not limited to the following:

- (a) any non-monetary liabilities or obligations arising or accruing from the use of or occupation of the Premises prior to the Closing;

- (b) any liabilities or obligations arising or accruing from the use of or occupation of the Premises from the Filing Date to the Closing as between the Assignor and the Landlord;
- (c) any liabilities or claims arising from all tangible and intangible assets, properties or rights of the Assignor; and,
- (d) any liabilities that arise out of or from the employment or engagement by the Assignor of any employees and/or the termination or severance of such engagement or employment.

5. Consideration

In consideration for this Agreement and the benefit of the interest assigned hereunder, the receipt and sufficiency of which is hereby acknowledged, the Assignee shall pay to the Assignor the sum of One Hundred and Fifty Thousand Dollars (\$150,000.00), exclusive of GST/HST, ("**Assignment Consideration**") in accordance with the following:

- (a) **Deposit.** The Assignee shall pay to the Assignor's Solicitors the Deposit by wire transfer of immediately available funds, along with proof of the wire transfer no later than five (5) business days following the execution of this Agreement to be credited against the Assignment Consideration at Closing, subject to Section 5(d) (the "**Deposit**").
- (b) **Balance of Assignment Consideration.** At or before the Closing Time, the Assignee shall pay to the Assignor the balance of the Purchase Price by wire transfer of immediately available funds (the "**Closing Assignment Consideration**").
- (c) **Adjusted Rental Payment.** In addition to the Assignment Consideration, at or before the Closing Time, the Assignee shall pay to the Assignor an amount equal to the prorated amount of monthly basic rent and additional rent payable pursuant to the Lease in respect of the month in which the Closing Date occurs from and after the Closing Date by wire transfer of immediately available funds (the "**Adjusted Rental Payment**") calculated as follows:

$$\text{Adjusted Rental Payment} = R \times (N/T)$$

in which:

- "R" means the total basic rent and additional rent payment for the month during which the Closing Date occurs;
- "N" means the number of days from and including the Closing Date to the last day of such month; and
- "T" means the total number of days in such month.

By way of example only, if the Closing Date occurs on April 16, 2025 and the total basic and additional rent payable pursuant to the lease is \$4,000, the Adjusted Rental Payment will be $\$4000 \times (15/30) = \2000.00 .

The Assignor shall deliver a statement of the Adjusted Rental Payment to the Assignee at least three (3) days prior to the Closing Date.

- (d) If this Agreement is terminated pursuant to Sections 6(a) or 6(c), or if the transaction contemplated in this Agreement is not completed solely as a result of the Assignor's failure to perform any of their obligations under this Agreement, then the Deposit shall be repaid to the Assignee in full, without deduction or setoff, and all further obligations of the parties under this Agreement will terminate and no party will have any liability or further obligations hereunder, except for the provisions of this section. If the transaction contemplated by this

Agreement is not completed solely as a result of the Assignee's failure to perform any of its obligations under this Agreement, the Deposit and any other payments made by the Assignee will be forfeited to the Assignor as liquidated damages and a genuine pre-estimate of the damages suffered by the Assignor in such circumstances and not as a penalty.

6. Conditions of Closing

- (a) The obligations of the parties to complete the Assignment is subject to the following conditions being satisfied, fulfilled or performed prior to the Closing Date or such earlier date as may be herein specified:
- (i) the receipt of an order from the Court, in form and substance acceptable to the Assignee, acting reasonably, assigning the Lease to the Assignee pursuant to Section 11.3 of the CCAA (the "Assignment Order"), prior to April 30, 2025 (the "Order Condition Date"); and
 - (ii) no judgement, injunction, order or decree shall have been issued by any Governmental Authority that restrains or prohibits the completion of the Assignment as of the Closing Date; and
 - (iii) no motion, action or proceeding shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Assignment as of the Closing Date.

The foregoing conditions are for the mutual benefit of the parties, and if any condition set out in this Section 6(a) is not satisfied, performed or mutually waived on or prior to the date and time set forth above for the satisfaction of each such condition, this Agreement shall be automatically terminated and of no further force or effect whatsoever and the Deposit shall be returned to the Assignee.

- (b) The obligation of the Assignor to complete the Assignment is subject to the following conditions being satisfied, fulfilled or performed prior to the Closing Date:
- (i) the Landlord's confirmation that the Assignee has paid an amount satisfactory to the Landlord in respect of the Cure Costs; and
 - (ii) the payment in full of the Assignment Consideration and Adjusted Rental Payment by the Assignee to the Assignor.

The foregoing conditions are for the benefit of the Assignor, and if any condition set out in this Section 6(b) is not satisfied, performed or waived by the Assignor on or prior to the date and time set forth above for the satisfaction of each such condition, the Assignor may elect on notice to the Assignee to terminate this Agreement.

- (c) The obligation of the Assignee to complete the Assignment is subject to the following conditions being satisfied, fulfilled or performed prior to the Order Condition Date:
- (i) This Agreement shall have been designated as the successful bid with respect to the Premises in accordance with the Sale Process.

The foregoing condition is for the benefit of the Assignee, and if any condition set out in this Section 6(c) is not satisfied, performed or waived by the Assignee on or prior to the date and time set forth above for the satisfaction of each such condition, the Assignor may elect on notice to the Assignee to terminate this Agreement.

7. Cure Costs

The Assignee hereby covenants with the Assignor to be solely responsible to remedy all monetary defaults in relation to the Lease owing or outstanding as of the date of the Order (the "Cure Costs"). The parties acknowledge that Cure Costs include amounts that may be payable to the Landlord including, without limitation, any additional operating costs that may be payable to the Landlord pursuant to any reconciliation of additional rent pursuant to the Lease, and that the Assignment is effective to assign over to the Assignee, without recourse, any credit that may be payable by the Landlord, following the 2024 year-end reconciliation of additional rent pursuant to the Lease.

8. Assignee's Covenants

- (a) The Assignee covenants with the Assignor that:
 - (i) The execution, delivery and performance by the Assignee of this Agreement has been authorized by all necessary corporate action on the part of the Assignee.
 - (ii) The Assignee shall use commercially reasonable efforts to assist the Assignor in obtaining the Assignment Order, including preparing materials required to be submitted to the Court and served on the Landlord and other parties in respect of the Assignment Order.

9. Closing Arrangements

- (a) Forthwith upon receipt, the Assignor shall deliver to the Assignee a true copy of the Assignment Order, as issued and entered by the Court.
- (b) At or before the Closing Time, the Assignee shall deliver to the Assignor payment of the Closing Assignment Consideration and the Adjusted Rental Payment in immediately available funds, via wire transfer in accordance with wire instructions delivered by the Assignor to the Assignee in writing.
- (c) At or before the Closing Time, the Assignor shall deliver to the Assignee such agreements, documents and instruments as may be reasonably required by the Assignee to complete the Assignment, all of which shall be in form and substance satisfactory to the Assignee, acting reasonably.
- (d) At or before the Closing Time, the Assignee shall deliver to the Assignor such agreements, documents and instruments, including the GST/HST Undertaking to Self-Assess as identified in Section 9(f), as may be reasonably required by the Assignor to complete the Assignment, all of which shall be in form and substance satisfactory to the Assignor, acting reasonably.
- (e) On or before the Closing Date, the Assignor shall remove all personal property and trade fixtures from the Premises and deliver vacant possession of the Premises in a "broom swept" condition.
- (f) The Assignment Consideration does not include an amount for GST/HST. The Assignee shall pay the GST/HST to the Assignor on Closing, provided that where the Assignee provides evidence to the Assignor that it is a registrant pursuant to the Act together with a GST/HST Undertaking to Self-Assess, pursuant to which the Assignee covenants in favour of the Assignor that it will (i) self-assess and remit any GST/HST to the relevant tax authority, subject to applicable provisions of the Act, and (ii) indemnify the Assignor from and against such GST/HST, penalties, costs and/or interest payable assessed against the Assignor as a result of any failure by the Assignee to self-assess the GST/HST, the

Assignor shall not be obliged to collect the GST/HST in respect of the Assignment but the Assignee shall report the transaction in accordance with the provisions of the Act.

10. Assignment of this Agreement

This Agreement may not be assigned by either party without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned, or delayed.

11. Entire Agreement

This Agreement and any schedules attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by the parties hereto.

12. Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, documents or instrument executed or delivered in connection with this Agreement, or the transaction contemplated herein, the provisions of this Agreement shall prevail and govern to the extent of such conflict or inconsistency.

13. Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and successors and assigns.

14. Further Assurances

Each of the parties hereto agrees to do, make and execute all such further documents, agreements, assurances, acts, matters and things and take such further actions as may be reasonably required from time to time in order to more effectively carry out the true intent of this Agreement.

15. Governing Law

The parties hereto agree that this Agreement shall be governed by the laws of the Province of Alberta.

16. Counterparts

This Agreement and any amendments hereto may be executed electronically in several counterparts, each of which, once executed, shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

17. Facsimile/Electronic Delivery

This Agreement and any amendments hereto shall be considered validly executed and delivered by a party, if said party delivers an executed copy of the document to the other party hereto by PDF, telecopy or facsimile device. Such PDF, telecopy and/or facsimile copy shall be deemed to have the same force and effect as an executed original.

[signature page is next]

IN WITNESS WHEREOF the parties have executed this Agreement.

**PEAVEY INDUSTRIES LP, by its general partner,
PEAVEY INDUSTRIES GENERAL PARTNER
LIMITED**

Per: 

Name: Karen Dilon
Title: Chief Financial Officer

Per: _____

Name:
Title:

I/We have the authority to bind the corporation (c/s)

SHOPPERS REALTY INC.

Per: 

Name: Leah Elliott
Title: VP, Loblaw Real Estate, Legal Counsel

Per: 

Name: David Muallim
Title: VP, Real Estate

I/We have the authority to bind the corporation (c/s)

Appendix “D”

Shoppers Officers’ Certificate

SHOPPERS REALTY INC.
OFFICER'S CERTIFICATE

I, Leah Elliott, Vice President, Legal Counsel, Loblaw Real Estate of Shoppers Realty Inc. (the "Corporation"), hereby certify on behalf of the Corporation and not in my personal capacity, that the Corporation is a wholly-owned indirect subsidiary of Loblaw Companies Limited.

Dated as of April 17, 2025.



Leah Elliott
Vice President, Legal Counsel,
Loblaw Real Estate

Appendix “E”

Third Revised Cash Flow Statement

Peavey Group

Consolidated Cash Flow Forecast
For the 16 week period ending July 26, 2025

Cash Flow Statement																		
For the sixteen week period ending July 26, 2025																		
(C\$000s)	Note	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16 Weeks
		12-Apr	19-Apr	26-Apr	3-May	10-May	17-May	24-May	31-May	7-Jun	14-Jun	21-Jun	28-Jun	5-Jul	12-Jul	19-Jul	26-Jul	Total
Receipts																		
Cash Receipts	1	3,560	1,440	108	-	-	-	-	-	-	-	-	-	-	-	-	-	5,108
Other Proceeds	2	-	-	-	8,947	-	-	-	-	-	-	-	-	-	-	-	-	8,947
Cash Sweeps	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Proceeds for Operations		\$ 3,560	\$ 1,440	\$ 108	\$ 8,947	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,055
Disbursements																		
<i>Operating Disbursements</i>																		
Payroll & Benefits	4	(800)	(227)	(427)	(1,705)	(53)	-	(26)	-	(12)	-	(12)	-	(12)	-	(12)	-	(3,287)
Occupancy Expenses	5	(10)	-	-	-	(400)	-	-	-	-	-	-	-	-	-	-	-	(410)
Merchandise Fee	6	(100)	(89)	(36)	(3)	-	-	-	-	-	-	-	-	-	-	-	-	(228)
Other Liquidation Expenses	7	(807)	(296)	(234)	(178)	-	-	-	-	-	-	-	-	-	-	-	-	(1,515)
Sales Tax Payable	8	-	-	-	(4,239)	-	-	-	(211)	-	-	-	-	-	-	-	-	(4,450)
Other Operating Expenses	9	(259)	(303)	(135)	(100)	-	(50)	-	(50)	-	(50)	-	-	-	-	-	-	(947)
Professional Fees	10	(110)	(150)	(100)	(160)	(75)	(50)	(125)	(75)	(50)	(25)	(50)	(85)	(50)	(25)	(50)	(135)	(1,315)
Product Expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Freight and Duty		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency / Holdback	11	(25)	(25)	(25)	(25)	(25)	(25)	(25)	(2,025)	(25)	(25)	(25)	(25)	(25)	(25)	(25)	(25)	(2,400)
Total Disbursements		\$ (2,111)	\$ (1,090)	\$ (956)	\$ (6,410)	\$ (553)	\$ (125)	\$ (176)	\$ (2,361)	\$ (87)	\$ (100)	\$ (87)	\$ (110)	\$ (87)	\$ (50)	\$ (87)	\$ (160)	\$ (14,551)
Net Cash Flow		\$ 1,449	\$ 350	\$ (849)	\$ 2,537	\$ (553)	\$ (125)	\$ (176)	\$ (2,361)	\$ (87)	\$ (100)	\$ (87)	\$ (110)	\$ (87)	\$ (50)	\$ (87)	\$ (160)	\$ (496)
Cash																		
Opening Cash		2,161	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,161
Net Cash Flow		1,449	350	(849)	2,537	(553)	(125)	(176)	(2,361)	(87)	(100)	(87)	(110)	(87)	(50)	(87)	(160)	(496)
Draw / (Repayment) of Post-Petition Debt	12	(1,610)	(350)	849	(2,537)	553	125	176	2,361	87	100	87	110	87	50	87	160	335
Ending Cash	13	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Pre-Filing debt under 1903 Credit Agreement																		
Opening Balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Draw / (Repayments)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Pre-Filing debt under 1903 Credit Agreement	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Post-Petition Debt under 1903 Credit Agreement																		
Opening Balance		4,150	2,540	2,190	3,039	502	1,055	1,180	1,356	3,717	3,804	3,904	3,991	4,101	4,188	4,238	4,325	4,150
Draws / (Repayment)	12	(1,610)	(350)	849	(2,537)	553	125	176	2,361	87	100	87	110	87	50	87	160	335
Ending Post-Petition debt under 1903 Credit Agreement	15	\$ 2,540	\$ 2,190	\$ 3,039	\$ 502	\$ 1,055	\$ 1,180	\$ 1,356	\$ 3,717	\$ 3,804	\$ 3,904	\$ 3,991	\$ 4,101	\$ 4,188	\$ 4,238	\$ 4,325	\$ 4,485	\$ 4,485

Peavey Group
Karen Dillon, CFO

Notes to the Consolidated Cash Flow Forecast:

Management of Peavey Industries General Partner Ltd. and its subsidiaries (the "**Peavey Group**") has prepared this Projected Consolidated Cash Flow Statement solely for the purposes of determining the liquidity requirements of the Peavey Group during the period of April 6, 2025 to July 26, 2025 (the "**Forecast Period**"). This Projected Cash Flow Statement is based on probable and hypothetical assumptions detailed in Notes 1-15. Consequently, actual results will likely vary from actual performance and such variances may be material.

- 1 Cash Receipts are based on GBC's expectations on the proceeds from the sale of inventory and fixed assets over the 16-week period. Receipts include the collection of applicable Sales Taxes.
- 2 Other Proceeds are based on proceeds from the TSC Sale Agreement, the Guys Successful Offer, the 260 APA and the return of a deposit from the Peavey Group's credit card processor.
- 3 In accordance with the 1903 Credit Agreement, cash is swept until the pre-filing secured debt obligations of GBC, inclusive of applicable fees, is repaid. As of the date of this Report, the pre-filing secured debt and applicable fees has been fully repaid.
- 4 Payroll & Benefits are based on recent payroll amounts and future forecast amounts.
- 5 Occupancy Expenses are based on estimated future payments for per-diem property tax owing at the Peavey Group's stores, distribution centres and offices between the dates of the commencement of the CCAA proceedings and lease disclaimer dates.
- 6 Merchandise Fee represents GBC's fee of 2.5% of Gross Proceeds, net only of sales taxes, of merchandise sold during the term of SC Consulting Agreement.
- 7 Other Liquidation Expenses include estimated other fees paid to GBC during the sale timeline pursuant to the SC Consulting Agreement and fees paid to GBC for the sale of certain fixed assets.
- 8 Sales Tax Payable represents the remittances of sales tax collected through the sale of the Peavey Group's inventory.
- 9 Other Operating Expenses includes general and administrative expenses including IT costs, utilities and maintenance, equipment rentals, capital leases and other costs necessary for operation during the Forecast Period.
- 10 Professional Fees are the estimated legal and professional fees associated with the CCAA proceedings.
- 11 Contingency is an estimate for unexpected costs that may arise during the Forecast Period. In Week 8 of the Forecast Period, a holdback of \$2 million related the sale of FF&E is considered to repay existing ineptness against certain FF&E assets sold during the period.
- 12 Draws / (Repayments) represent the post filing liquidity needs based on funding requirements throughout the Forecast Period.
- 13 The Forecast assumes Peavey Group maintains a minimum of \$2.0 million in cash on hand until the pre-filing secured debt obligations of GBC is repaid. All post filing liquidity needs consider this minimum cash balance.
- 14 As of the date of this report, and in accordance with the 1903 Credit Agreement, the pre-filing secured debt obligations of GBC have been repaid.
- 15 Post-Petition Debt financing is based on funding requirements throughout the Forecast Period.

Appendix “F”

CIRA WHOIS Search

Domain: tractorsupply.ca
Record Date: 2025-03-31
Registrar:
Server: whois.cira.ca
Created:
Updated:
Expires:

Record:

Domain Name: tractorsupply.ca
Registry Domain ID: 115834724-CIRA
Registrar WHOIS Server: whois.ca.fury.ca
Registrar URL: ca.godaddy.com
Updated Date: 2025-03-26T23:21:49Z
Creation Date: 2025-03-26T23:21:48Z
Registry Expiry Date: 2026-03-26T23:21:48Z
Registrar: Go Daddy Domains Canada, Inc
Registrar IANA ID: not applicable
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.4806242505
Domain Status: addPeriod <https://icann.org/epp#addPeriod>
Domain Status: clientDeleteProhibited <https://icann.org/epp#clientDeleteProhibited>
Domain Status: clientTransferProhibited
<https://icann.org/epp#clientTransferProhibited>
Domain Status: clientUpdateProhibited <https://icann.org/epp#clientUpdateProhibited>
Domain Status: serverTransferProhibited
<https://icann.org/epp#serverTransferProhibited>
Registry Registrant ID: REDACTED FOR PRIVACY
Registrant Name: REDACTED FOR PRIVACY
Registrant Organization: REDACTED FOR PRIVACY
Registrant Street: REDACTED FOR PRIVACY
Registrant City: REDACTED FOR PRIVACY
Registrant State/Province: REDACTED FOR PRIVACY
Registrant Postal Code: REDACTED FOR PRIVACY
Registrant Country: REDACTED FOR PRIVACY
Registrant Phone: REDACTED FOR PRIVACY
Registrant Phone Ext: REDACTED FOR PRIVACY
Registrant Fax: REDACTED FOR PRIVACY
Registrant Fax Ext: REDACTED FOR PRIVACY
Registrant Email: Please ask the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Other contacts of the queried domain name
Registry Admin ID: REDACTED FOR PRIVACY
Admin Name: REDACTED FOR PRIVACY
Admin Organization: REDACTED FOR PRIVACY
Admin Street: REDACTED FOR PRIVACY
Admin City: REDACTED FOR PRIVACY
Admin State/Province: REDACTED FOR PRIVACY
Admin Postal Code: REDACTED FOR PRIVACY
Admin Country: REDACTED FOR PRIVACY

Admin Phone: REDACTED FOR PRIVACY
Admin Phone Ext: REDACTED FOR PRIVACY
Admin Fax: REDACTED FOR PRIVACY
Admin Fax Ext: REDACTED FOR PRIVACY
Admin Email: Please ask the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Other contacts of the queried domain name
Registry Tech ID: REDACTED FOR PRIVACY
Tech Name: REDACTED FOR PRIVACY
Tech Organization: REDACTED FOR PRIVACY
Tech Street: REDACTED FOR PRIVACY
Tech City: REDACTED FOR PRIVACY
Tech State/Province: REDACTED FOR PRIVACY
Tech Postal Code: REDACTED FOR PRIVACY
Tech Country: REDACTED FOR PRIVACY
Tech Phone: REDACTED FOR PRIVACY
Tech Phone Ext: REDACTED FOR PRIVACY
Tech Fax: REDACTED FOR PRIVACY
Tech Fax Ext: REDACTED FOR PRIVACY
Tech Email: Please ask the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Other contacts of the queried domain name
Registry Billing ID: REDACTED FOR PRIVACY
Billing Name: REDACTED FOR PRIVACY
Billing Organization: REDACTED FOR PRIVACY
Billing Street: REDACTED FOR PRIVACY
Billing City: REDACTED FOR PRIVACY
Billing State/Province: REDACTED FOR PRIVACY
Billing Postal Code: REDACTED FOR PRIVACY
Billing Country: REDACTED FOR PRIVACY
Billing Phone: REDACTED FOR PRIVACY
Billing Phone Ext: REDACTED FOR PRIVACY
Billing Fax: REDACTED FOR PRIVACY
Billing Fax Ext: REDACTED FOR PRIVACY
Billing Email: Please ask the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Other contacts of the queried domain name
Name Server: ns19.domaincontrol.com
Name Server: ns20.domaincontrol.com
DNSSEC: unsigned
URL of the ICANN Whois Inaccuracy Complaint Form: <https://www.icann.org/wicf/>

For more information on Whois status codes, please visit <https://icann.org/epp>

Appendix “G”

CIRA Rules and Procedures for the Request of Disclosure of Registrant Information

Request for Disclosure of Registrant Information - Rules and Procedures
Version 1.8 (April 4, 2022)

Background

These Rules and Procedures are implemented pursuant to CIRA's *Privacy Policy*, to provide the process for certain persons to request the disclosure, under certain limited and specified circumstances, of certain specific information of Registrants that is not publicly available through CIRA's WHOIS search tool.

Except as expressly specified herein or in the Policy, any other request for disclosure of information of Registrants must be by way of an order, ruling, decision, subpoena, warrant, or judgment.

These Rules and Procedures outline:

- What specific information of Registrants may be disclosed under these Rules and Procedures, pursuant to a request for disclosure;
- Who may request such information be disclosed by CIRA, pursuant to these Rules and Procedures ("Requestors"); and
- What express requirements the Requestors must meet, before CIRA will consider disclosure of information, pursuant to a request.

All capitalized terms used herein but not defined, shall have the meanings as set out in CIRA's *Registrant Agreement* or *Registrar Agreement*.

Rules and Procedures

1. **Information Subject to Disclosure.**

These Rules and Procedures provide for the potential disclosure of the following information of Registrants, as found in the CIRA Registry:

- a. The name of the Registrant;
- b. The postal address and email address of the Registrant (if available);
- c. The name of the Registrant's Administrative Contact and Technical Contact; and
- d. The postal address and email address of the Registrant's Administrative Contact and Technical Contact;

(collectively, "Information").

CIRA will not disclose any other information under these Rules and Procedures.

2. **Who May Request Disclosure of Information.** Requestors must be a person who complies with all of the obligations of Section 3 below.

3. **Requirements.** To be able to request Information, a Requestor must meet **all** of the following requirements:

- a) The Information is not publicly available through CIRA's WHOIS search tool.
- b) The Requestor must have a current, good faith Dispute with a Registrant. For purposes of these Rules and Procedures, "Dispute" means that a Requestor reasonably believes in good faith that a Registrant's domain name and/or its content:
 - i. infringes Requestor's Canadian: (i) registered trademark, (ii) registered copyright, or (iii) issued patent;
 - ii. infringes Requestor's Canadian registered (Federal or Provincial) corporate, business or trade name; or
 - iii. is making use of the Requestor's personal information without their knowledge or consent to pass off as or impersonate them in order to commit a crime (such as fraud, theft or forgery), to procure money, credit, loans, goods or services without authorization. (Identity Theft)

Nothing else shall constitute a Dispute hereunder.

- c) The Requestor or their authorized representative must provide such supporting documentation regarding the applicable Dispute as may be required by CIRA, from time to time (the "Supporting Documentation").
- d) The Requestor or their authorized representative must be requesting the Information only in order to try and resolve the Dispute, and the Information, if provided, may not be used (in whole or in part) for any other reason.
- e) The Requestor or their authorized representative must have both: (a) attempted to send a message regarding the Dispute to the Registrant through the Interested Party Contact Procedure (accessible on the CIRA website), no less than 14 calendar days prior to this request; and (b) was not able to resolve the Dispute through this mechanism. Communications through other means, or regarding other matters, do not satisfy this requirement.
- f) The request for the Information of the Registrant must be in the applicable form as specified by CIRA from time to time. The form must be: (i) accurately and fully completed; (ii) signed by the Requestor or their appointed representative, certifying full compliance with the requirements of these Rules and Procedures and that the information in the form is truthful and correct; and (iii) the original sent by postal mail, courier or delivered in person to the address specified in the form.
- g) The form must be accompanied by the applicable Supporting Documentation.

4. CIRA Response. CIRA will respond to the request as quickly as possible after receipt of a form. CIRA reserves the right not to respond to a request, or to refuse a request where the Requestor did not, or CIRA believes may not, fully comply with all of the requirements of these Rules and Procedures.

5. Notice to Registrant. If CIRA approves a request hereunder, CIRA shall, unless prohibited by law, not less than 30 and not more than 60 days after disclosure of the Information, use reasonable efforts to send an email to the Administrative Contact of the Registrant indicating: (a) that CIRA has disclosed the Information; and (b) the name of the Requestor to whom CIRA has disclosed the Information.

REQUEST FOR DISCLOSURE OF REGISTRANT INFORMATION

1. Contact information for person making the request (“Requestor”):

Name: _____

Postal Address: _____

Email Address: _____

2. If this request is made on behalf of another person, the contact information for that person:

Name: _____

Postal Address: _____

Email Address: _____

3. Specify the CIRA domain name for which the Information is being requested (Note: If Information is being requested regarding more than one domain, a separate Request Form is required for each domain):

4. Check mark the type of Dispute for which you are making this request, and attach the required Supporting Documentation:

- | <u>Dispute</u> | <u>Required Supporting Documentation</u> |
|---|--|
| <input type="checkbox"/> Registered Canadian Trade-mark | Certified or Notarized copy of Canadian Trademark Registration |
| <input type="checkbox"/> Registered Canadian Copyright | Certified or Notarized copy of Canadian Copyright Registration |
| <input type="checkbox"/> Registered Federal or Provincial corporate, business or trade name | Federal or Provincial Corporations: Current Certificate of Status or equivalent document, e.g. Certificate of Compliance, Certificate of Good Standing
Certified Business or Trade Names: Certified Detailed Business Name Report |
| <input type="checkbox"/> Issued patent | Certified or Notarized copy of Canadian Patent |
| <input type="checkbox"/> Identity Theft | 1. Completed Identity Theft Statement, available from the Consumer Measures Committee : Available at http://www.cmcweb.ca/epic/site/cmc-cmc.nsf/vwapj/IDTheftStatement.pdf/\$FILE/IDTheftStatement.pdf and |

2. Proof of identity (Notarized Copy of a valid document issued by a federal, provincial, municipal authority, which must include the bearer's name and signature. For example: Provincial driver's licence, Provincial health care card, Other provincial identification card, Other federal identification card, Certificate of Indian Status, Old Age Security card, Federal, provincial or municipal employee identification card, or Canadian passport).

5. Indicate the specific date in which you sent correspondence to the Registrant through the Interested Party Contact Procedure, regarding the Dispute (dd/mm/yy): _____

6. I certify that I have fully complied with the requirements of these Rules and Procedures, including without limitation:

a) I, or the person I am authorized to represent, have a current, good faith Dispute with a Registrant, as indicated above;

b) I have attempted to communicate with the Registrant regarding the Dispute through the Interested Party Contact Procedure, no less than 14 calendar days prior to this request, but have not been able to resolve the Dispute through this mechanism;

c) This request is made in good faith for the purposes of attempting to resolve the Dispute with the Registrant, and I will use the Information received through this request solely for the purposes of resolving the Dispute with the Registrant, and for no other purpose; and

d) All the information set out in this request form is complete and correct.

Signature: _____

Name: _____

Title or capacity (if applicable): _____

Date: _____

Please submit one original signed copy of the completed form in person, by postal mail or courier to:

Disclosure Requests
Canadian Internet Registration Authority
979 Bank Street
Suite 400
Ottawa, Ontario
K1S 5K5

Please also email a copy of your correspondence to disclosurerequests@cira.ca.