

COURT FILE NUMBER 2501 01350

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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 **APPLICATION FOR ORDERS**

Sale Approval and Vesting Orders and Other Relief

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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File No.: 1001279041

NOTICE TO THE RESPONDENT(S)

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Court.

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

Date: April 25, 2025
Time: 9:00 A.M.
Where: Calgary, Alberta
Before: The Honourable Justice Simard via WebEx

<https://albertacourts.webex.com/meet/virtual.courtroom60>

Go to the end of this document to see what you can do and when you must do it.

Remedy claimed or sought:

1. Capitalized terms not otherwise defined take their meaning from the First Affidavit of Douglas Anderson, sworn on January 27, 2025 (the **First Affidavit**).
2. The Applicants, Peavey Industries General Partner Limited, TSC Stores GP Inc., Guys Freightways Ltd. (**Guys**), and Peavey Industries Limited (collectively, the **Applicants**, and together with Peavey Industries LP and Peavey Industries Mutual Fund Trust, the **Peavey Group**) seek the following Orders under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (**CCAA**):
 - (a) an Order (**Amending Order**), substantially in the form attached hereto as **Schedule A**, amending the Amended and Restated Initial Order so as to extend the stay period up to and including July 25, 2025, and authorizing the Applicants to sell or dispose of assets (excluding inventory) totalling \$7,000,000 in the aggregate;
 - (b) a Sale Approval and Vesting Order (**Guys SAVO**), substantially in the form attached hereto as **Schedule B**, in respect of the sale of all of the issued and outstanding common shares of Guys to Fire & Flood Emergency Services Ltd. (**Fire & Flood**);
 - (c) a blackline comparison of the Guys SAVO to the Alberta receivership template is attached hereto as **Schedule C**;
 - (d) a Sale Approval and Vesting Order (**Turtle Mountain SAVO**), substantially in the form attached hereto as **Schedule D**, in respect of the sale of all of the issued and outstanding Class "A" common shares of Turtle Mountain Seed Co. (**Turtle Mountain**) to 2607781 Alberta Ltd. (**2607781**);
 - (e) a blackline comparison of the Turtle Mountain SAVO to the Alberta receivership template is attached hereto as **Schedule E**;
 - (f) a Sale Approval and Vesting Order (**Peavey Assets SAVO**), substantially in the form attached hereto as **Schedule F**, in respect of the sale of various Peavey assets, including intellectual property, to 2607781;
 - (g) a blackline comparison of the Peavey Assets SAVO to the Alberta receivership template is attached hereto as **Schedule G**;

- (h) an Order Assigning Lease (**Assignment Order**), substantially in the form attached hereto as **Schedule H**, in respect of a certain leased premises located in Mount Forest, Ontario, to Shoppers Realty Inc.;
 - (i) an Order (**Domain Registrant Disclosure Order**), substantially in the form attached hereto as **Schedule I**, compelling the Canadian Internet Registration Authority to disclose certain information regarding the past and current registrants of the tractorsupply.ca domain name;
 - (j) a Restricted Court Access Order, substantially in the form attached hereto as **Schedule J**, in respect of certain sensitive terms of the sale agreement in respect of Guys.
3. Such further and other Orders or relief as counsel may advise and this Honourable Court may permit.

Grounds for making for this application:

Background

4. On January 27, 2025, the Honourable Justice Feasby granted the Initial Order, which, among other things:
- (a) declared that the Applicants are companies to which the CCAA applies;
 - (b) confirmed that Peavey Industries LP and Peavey Industries Mutual Fund Trust would be bound by the Initial Order, enjoying the benefits and protections thereunder, including the stay of proceedings;
 - (c) granted an initial Stay Period in favour of the Peavey Group up to and including February 6, 2025, subject to the Stay Exemption;
 - (d) appointed FTI Consulting Canada Inc. as the Monitor in this CCAA Proceeding;
 - (e) confirmed that the Peavey Group shall remain in possession and control of its Property and that it shall be entitled to continue to carry on business in a manner consistent with the preservation of value;
 - (f) authorized the Peavey Group to continue to use its cash management system;
 - (g) granted an Administration Charge, Interim Lender's Charge and D&O Charge; and
 - (h) authorized continued performance under the SC Consulting Agreement, the RE Consulting Agreement and the Consignment Agreement.

5. The Applicants returned to Court on February 6, 2025 to seek and obtain an Amended and Restated Initial Order which, among other things:
 - (a) extended stay period up to and including April 30, 2025, again subject to the Stay Exemption;
 - (b) increased the amounts of the Administration Charge, Interim Lender's Charge, and the D&O Charge; and
 - (c) approved a Key Employee Retention Plan and Key Employee Incentive Plan, and granted a priority charge on the Property in respect of same.

6. Certain further Orders have been granted in the within CCAA proceedings, including:
 - (a) an Order, dated March 19, 2025, authorizing the Lenders to apply cash sweeps to the maximum aggregate amount of \$85,516,297, which is comprised of the pre-filing indebtedness owing by the Peavey Group to the Lenders, plus certain other fees, costs and expenses as calculated under the 1903 Credit Agreement;
 - (b) Orders, dated April 2, 2025, in respect of:
 - (i) the sale approval and vesting of certain intellectual property assets to Tractor Supply Company (**TSC**), which assets include certain trademarks and domain names associated with TSC, as well as Peavey's rights and obligations pursuant to a settlement agreement made effective as of August 14, 2012 between Peavey (as successor in interest to TSC Stores L.P.) and Tractor Supply Co. of Texas LP (the **TSC Settlement**); and
 - (ii) the approval of the Peavey Group's entry into and performance under a certain amended Real Estate Consulting Agreement with Gordon Brothers Canada ULC (**GBC**).

Request for Amending Order

7. The Amending Order being sought would amend the following paragraphs of the Amended and Restated Initial Order:
 - (a) paragraph 12(a), so as to increase the aggregate amount of business or property that the Peavey Group is authorized to sell from \$3,000,000 to \$7,000,000;
 - (b) paragraph 17, so as to extend the stay of proceedings, which is currently set to expire on April 30, 2025, through to July 25, 2025.

8. Since the Peavey Group's last request for an extension of the stay of proceedings, on February 6, 2025, it has taken significant steps to advance these proceedings, as reported primarily in the Third Report of the Monitor, filed March 27, 2025, and the Fourth Report of the Monitor, to be filed. These steps include:
- (a) Undertaking a store closure process, which involved working with the Monitor and GBC to enter lease termination agreements or assignment agreements with landlords. This process resulted in two lease terminations and one assignment. The remaining leases have been disclaimed, with store closures following the 30-day disclaimer period taking place on a rolling basis.
 - (b) Undertaking an inventory and furniture, fixture and equipment (**FF&E**) liquidation process in consultation with the Monitor and GBC. This process has resulted in greater recoveries than anticipated, particularly with respect to FF&E.
 - (c) Undertaking a sale process for the Peavey Group intellectual property assets, being all intellectual property rights of the group apart from the TSC-related intellectual property (the **IP SISP**). The IP SISP concluded on March 28, 2025, and the successful bid, and resulting definitive agreement arising therefrom, is the subject of the within request for approval of the Peavey Assets SAVO.
 - (d) Undertaking a separate stalking horse sale process for the TSC-related intellectual property (the **TSC IP SISP**). This process concluded on March 24, 2025, with the definitive agreement between Peavey and TSC concluded on March 24, 2025 and approved by this Court on April 2, 2025. The transaction closed shortly thereafter (the **TSC Sale**).
 - (e) Downsizing employees as store closures are completed and assisting eligible employees with Wage Earner Protection Program claims. As at April 12, 2025, approximately 1,200 employees have been terminated, with additional terminations anticipated to occur in the coming weeks.
9. It is appropriate in the circumstances and in the best interests of the Applicants and all of their stakeholders that the stay of proceedings be extended and that the Court approve of the greater aggregate sale threshold as requested. The stay extension will allow sufficient time for the Applicants to complete the majority of wind-down activities and explore strategic options for salvaging portions of the business. The increased sales threshold is necessary based on the success of the FF&E sales. The Applicants are working in good faith and with due diligence in these proceedings.

The Sale Approval and Vesting Orders

10. The Peavey Group, together with the Monitor, have negotiated various sale agreements, which are being presented to the Court for approval pursuant to sale approval and vesting orders.
11. The first agreement is a share purchase agreement (the **Guys SPA**) in respect of the purchase and sale of all issued and outstanding common shares of Guys (the **Guys Shares**) from Peavey to Fire & Flood.
12. The key terms of the Guys SPA include:
 - (a) the purchase price for the Guys Shares is comprised of a base purchase price, subject to a working capital adjustment;
 - (b) of the purchase price, Fire & Flood is to pay \$150,000 to the Monitor to be held in escrow pending completion of the working capital adjustment, with the remaining funds to be paid to Norton Rose Fulbright Canada LLP in trust for the Peavey Group;
 - (c) the Guys SPA is conditional on the Peavey Group obtaining the Guys SAVO;
 - (d) the Guys Shares are to be conveyed to Fire & Flood free and clear of the Court-ordered charges granted in the within proceedings and any claims or security of or in favour of either 1903P Loan Agent or Royal Bank of Canada.
13. The second and third agreements arose in part from the IP SISP. By the bid deadline, the Monitor received six offers to purchase all or select intellectual property assets of the Peavey Group, with the offer from 2607781 being for all of the intellectual property (apart from the TSC-related intellectual property). The Monitor, in consultation with the Interim Lender, reviewed all of the offers and determined that the 2607781 offer was the best.
14. The 2607781 offer is for all of the Peavey intellectual property, in addition to:
 - (a) certain furniture, fixtures and equipment in select Peavey stores and one of the distribution centres;
 - (b) select forklifts; and
 - (c) all of the issued and outstanding Class "A" common shares of Turtle Mountain Seed Co. Ltd. (**Turtle Mountain**).
15. The Peavey Group, in consultation with the Monitor, negotiated an asset purchase agreement (**Peavey APA**) in respect of the assets portion of the 2607781 offer, and a share purchase

agreement (**Turtle Mountain SPA**) in respect of the Turtle Mountain shares. The key terms of the Peavey APA and Turtle Mountain SPA are:

- (a) the purchase price of the Peavey assets is \$1,097,000 and the Turtle Mountain shares is \$50,000;
- (b) the assets and shares are being sold on an “as is where is” basis;
- (c) the transactions are conditional on the Peavey Group obtaining approval and vesting orders from the Court.

16. It is appropriate in the circumstances to approve of the Guys SPA, the Peavey APA, and the Turtle Mountain SPA because:

- (a) the transactions arose from extensive negotiations between the parties;
- (b) in the case of the Guys SPA, the negotiations were with a sophisticated arm’s length party represented by counsel;
- (c) in the case of the Peavey APA and Turtle Mountain SPA, the purchaser, 2607781, was not an arm’s length party, but the Peavey Group and Monitor are nonetheless satisfied that the consideration offered for the transactions is fair and reflects market value;
- (d) the Peavey Assets APA arose from a competitive sale process and was the highest and best bid;
- (e) the Monitor and the Interim Lender support the transactions.

The Assignment Order

17. On about February 11, 2025, GBC launched a process to solicit interest from various Peavey Group landlords on buyout options or the potential acquisition or assignment of the Peavey Group’s leased interests.

18. Among other things, this process resulted in an offer of assignment of Peavey’s lease (the **Lease**) in Mount Forest, Ontario, from Shoppers Realty Inc. (**Shoppers**).

19. Peavey and Shoppers have now negotiated the terms of an assignment agreement, dated April 4, 2025 (the **Assignment Agreement**), which, among other things, contemplates:

- (a) the assignment of all of Peavey’s rights and obligations under the Lease to Shoppers for total consideration of \$150,000;

- (b) the Assignment Agreement is conditional on Peavey obtaining an assignment order from the Court.
20. The Assignment Order is appropriate in the circumstances for the following reasons:
- (a) the Assignment Agreement is conditional on obtaining the Assignment Order;
 - (b) Shoppers, as proposed assignee, is financially capable of meeting Peavey's obligations under the Lease;
 - (c) the Monitor supports the proposed assignment;
 - (d) the landlord has not entered a consent agreement pertaining to the Lease assignment, however, Peavey understands the landlord is aware of the intended assignment and form of Order and does not oppose.

The Domain Registrant Disclosure Order

21. The Domain Registrant Disclosure Order is being sought in relation to the transaction (the **TSC APA**) between TSC and Peavey, which was approved by the Court on April 2, 2025, and closed shortly thereafter.
22. In late March or early April 2025, TSC and the Peavey Group learned that a certain domain name (tractorsupply.ca) had been transferred. Upon investigating the history of the domain name transfers, TSC and the Peavey Group learned:
- (a) some time in 2023, the tractorsupply.ca domain name was transferred to an unknown party; and
 - (b) on March 26, 2025, on the eve of the TSC Sale, the tractorsupply.ca domain name was further transferred to another unknown party.
23. The tractorsupply.ca domain name was not formally listed in the TSC IP SISF and did not form part of the assets transferred under the TSC APA. It is, however, related to the intellectual property transferred under the TSC APA, as the rights in and to the tractorsupply.ca domain name had vested with Peavey under the TSC Settlement in 2012. All rights and obligations under the TSC Settlement were in turn conveyed to TSC under the TSC APA. As such, the domain name would have been included among the purchased assets covered by the TSC APA if it was owned and beneficially held by the Peavey Group at the dates upon which disclosure of the registrant's identity is requested under the Order.

24. The identity of the tractorsupply.ca registrant is necessary to assess the legal options available to TSC with respect to the registration, use and most recent conveyance of the domain name to the unknown third party.

The Restricted Court Access Order

25. The proposed Restricted Court Access Order seeks to seal certain confidential information in the Guys SPA, including confidential personal information about employees, and commercially sensitive purchase price information. It is contemplated that a redacted form of the Guys SPA will be attached to the Fourth Report, with an unredacted form filed in a sealed envelope, should the Order be granted as requested. Such an Order is necessary to prevent the dissemination of the personally and commercially sensitive information contained in the Guys SPA.
26. The provisions of the CCAA and the equitable jurisdiction of this Court permit granting the Orders sought. The Peavey group understands that the Monitor supports the relief being sought in respect of each Order.
27. Such further and other grounds as counsel may advise and this Court may permit.

Affidavit or other evidence to be used in support of this application:

28. The First and Second Affidavits of Douglas Anderson, sworn on January 27, 2025 and January 31, 2025, respectively.
29. The Third Report of the Monitor, filed March 27, 2025.
30. The Fourth Report of the Monitor, to be filed.
31. Such further and other materials as counsel for the Peavey Group may advise and this Honourable Court may Permit.

Applicable Acts and regulations:

32. *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36.
33. *Judicature Act*, RSA 2000, c. J-2.
34. *Rules of Court*, Alta Reg 124/2010.
35. Such further and other acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

36. None.

How the application is proposed to be heard or considered:

37. Before the Honourable Justice Simard, on the Commercial List.

WARNING

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

SCHEDULE "A"
AMENDING ORDER

COURT FILE NUMBER 2501 01350
 COURT COURT OF KING'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY

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 **AMENDING ORDER**

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File No.: 1001279041

DATE ON WHICH ORDER WAS PRONOUNCED: April 25, 2025

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice C. Simard

LOCATION OF HEARING: Calgary, Alberta via WebEx

UPON the Application of Peavey Industries General Partner Limited, TSC Stores GP Inc., Guys Freightways Ltd., Peavey Industries Mutual Fund Trust and Peavey Industries Limited (the **Applicants**); **AND UPON** having read the Fourth Report of the Monitor, FTI Consulting Inc. (**Monitor**); **AND UPON** reviewing the Initial Order granted in the proceedings under the *Companies Creditors Arrangement Act*, RSC 1985, c C-36 (**CCAA**) by the Honourable Justice Feasby on January 27, 2025, as amended and restated on February 6, 2025, by the Honourable Justice Johnston (as amended, the **Initial Order**); **AND UPON** hearing counsel for the Applicants, Peavy Industries LP, and Peavey Industries Mutual Fund Trust (collectively, the **Peavey Group**), and any other party that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of the notice of application of this Restricted Court Access Order is hereby abridged and deemed good and sufficient, if necessary, and this application is properly returnable today.
2. Paragraph 12(a) of the Initial Order is hereby amended to provide that the Peavey Group, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the 1903 Credit Agreement, have the right to permanently or temporarily cease, downsize or shut down any portion of its business or operations and to dispose of redundant or non-material assets (including furniture, fixtures and equipment (**FF&E**) but excluding inventory sold to public customers) not exceeding \$750,000 in any one transaction or \$7,000,000 in the aggregate.
3. A new paragraph 13b shall be amended into the Initial Order to provide that net proceeds of sales of FF&E may be distributed to the holders of registered security interests in such FF&E at the direction of the Monitor.
4. The Stay Period as ordered and defined in paragraph 17 of the Initial Order is hereby extended to and including July 25, 2025.
5. This Order shall be posted by the Monitor to <http://cfcanada.fticonsulting.com/peavey/>, and served by the Applicants on the service list maintained by the Applicants or who otherwise are reasonably known by the Applicants to be affected by this Order. Service may be effected by facsimile, electronic mail, personal delivery or courier.

Justice of the Court of King's Bench of Alberta

SCHEDULE "B"

SALE APPROVAL AND VESTING ORDER
(Guys Freightways Ltd.)

COURT FILE NUMBER 2501 01350
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
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 **SALE APPROVAL AND VESTING ORDER (Guys Freightways Ltd.)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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File No.: 1001279041

DATE ON WHICH ORDER WAS PRONOUNCED: April 25, 2025
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice Johnston
LOCATION OF HEARING: Calgary, Alberta via WebEx

UPON the Application of Peavey Industries General Partner Limited, TSC Stores GP Inc., Guys Freightways Ltd. (**Guys**), and Peavey Industries Limited (the **Applicants**) for an Order approving the sale transaction (the **Transaction**) contemplated by the Share Purchase Agreement, dated April 15, 2025 (the **Sale Agreement**), as between Peavey Industries LP, by its general partner, Peavey Industries General Partner Limited (**Peavey**) and Fire & Flood Emergency Services Ltd. (the **Purchaser**), as attached as **[Appendix “●” to the Monitor’s Fourth Report]**, filed ● (the **Fourth Report**); **AND UPON** having read the Applicants’ pleadings and evidence filed in the within proceedings, and the Fourth Report; **AND UPON** hearing counsel for the Applicants, Peavey, and Peavey Industries Mutual Fund Trust (collectively, the **Peavey Group**), and any other parties that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and the supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved, and the Sale Agreement is commercially reasonable and in the best interests of the Peavey Group and its stakeholders. The execution of the Sale Agreement by Peavey is hereby ratified, confirmed and approved, and Peavey is hereby authorized and directed to take such additional steps (including by making minor alterations to the Sale Agreement to fully give effect to the Transaction, as mutually agreed by Peavey and the Purchaser, with approval of FTI Consulting Canada Inc. (the **Monitor**)) and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the assets set out in Schedule A hereto (the **Purchased Assets**) to the Purchaser.

VESTING OF PROPERTY

3. In respect of the Purchased Assets, upon delivery of a Monitor's certificate to the Purchaser substantially in the form set out in Schedule B hereto (the **Monitor's Certificate**), all of Peavey's right, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in the name of the Purchaser, free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, **Claims**) including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Initial Order, dated January 27, 2025, and amended and restated on February 6, 2025, as may be further amended and restated from time to time (the **Initial Order**), including without limitation, (i) the Administration Charge, (ii) the Interim Lender's Charge, (iii) the D&O Charge and (iv) the KERP Charge (as the foregoing are defined in the Initial Order) (the **Court Charges**); and
 - (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), or any other personal property registry system, including without limitation those registrations listed in Schedule C;

- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta) or any similar provincial or federal act; and
- (d) those Claims listed in Schedule C hereto

and for greater certainty, this Court orders that all Claims including Encumbrances (as defined herein) affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets. The Purchaser is authorized to complete, file and register full discharges for the Claims including Encumbrances affecting or relating to the Purchased Assets, as necessary, following the completion of the Transaction.

4. In respect of both Guys and the Retained Assets (as defined in the Sale Agreement), upon the filing of the Monitor's Certificate, the following shall be discharged and released:

- (a) the Court Charges, and all Claims associated with the Court Charges; and
- (b) any and all charges or security interests registered by or on behalf of all 1903P Loan Agent, LLC, and any and all Claims of or on behalf of 1903P Loan Agent, including those registrations listed in Schedule C hereto (collectively with the Claims listed in paragraph 3 herein, the **Encumbrances**);

and for greater certainty, Guys and the Purchased Assets shall be forever released and discharged from any obligation, duty or liability of any kind whatsoever, as applicable, as it relates to or arises from the 1903 Credit Agreement, among, inter alios, 1903P Loan Agent and Guys, and the Pledge and Security Agreement, among, inter alios, Guys and 1903P Loan Agent, LLC, both dated December 20, 2024, and both as defined and/or described in the Douglas Anderson affidavit sworn January 27, 2025, and any guarantees granted by Guys in favour of 1903P Loan Agent, LLC, among others.

5. All other Claims against the Retained Assets other than the Encumbrances listed in paragraph 4 herein shall be unaffected.

6. Upon delivery of the Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, **Governmental Authorities**) are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser clear title to the Purchased Assets and Retained Assets in accordance with this Order. Without limiting the foregoing, the Registrar of the Alberta Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at such Personal Property Registry, whether made

before or after the date of this Order, claiming security interests in the estate or interest of Guys or Peavey in any of the Purchased Assets or Retained Assets, as the case may be, insofar as such registrations are required to be discharged by this Order.

7. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets or Retained Assets of any Claims including Encumbrances.
8. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by Peavey of the Sale Agreement. For greater certainty, this Order shall constitute the only authorization required to proceed with the Transaction and no partner, director, shareholder, contractual or regulatory approval shall be required in connection therewith.
9. For the purposes of determining the nature and priority of Claims, net proceeds from the sale of the Purchased Assets less the Holdback Amount (defined below) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Certificate and all Claims including Encumbrances shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
10. \$150,000 of the net proceeds of the sale of the purchased assets (the **Holdback Amount**) shall be held in a non interest-bearing trust account by the Monitor, not to be released by the Monitor except in accordance with section 3.3 of the Sale Agreement or as otherwise agreed by Peavey and the Purchaser, or by further Order of the Court.
11. Except as expressly provided for by section 5 of the Alberta *Employment Standards Code* or any similar statute, the Purchaser shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Applicants.
12. Upon completion of the Transaction, Peavey and all persons who claim by, through or under Peavey in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any

and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

13. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by Peavey, or any person claiming by, through or against Peavey.
14. The Monitor is directed to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchaser.
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, Peavey is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Peavey's records pertaining to Guys' past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which Guys was entitled.

REMOVAL OF GUYS FROM PROCEEDINGS

16. Upon the completion of the Transaction and filing of the Monitor's Certificate, Guys shall cease to be an Applicant in the within proceedings and shall be released from the scope, effect and creation of obligations arising from or created by the Initial Order and all other Orders of the Court granted in these proceedings.
17. The style of cause in these proceedings shall be amended to remove Guys as an Applicant.

MISCELLANEOUS MATTERS

18. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the **BIA**), in respect of Peavey, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of Peavey; and

(d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Peavey and shall not be void or voidable by creditors of Peavey, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

19. Peavey, the Monitor, the Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

20. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist Peavey and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to Peavey, as may be necessary or desirable to give effect to this Order or to assist Peavey and its agents in carrying out the terms of this Order.

21. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Monitor's website at:
<http://cfcanada.fticonsulting.com/peavey/>

and service on any other person is hereby dispensed with.

22. The Applicants, with consent of the Purchaser and the Monitor, shall be at liberty to extend the Closing Date (as defined in the Sale Agreement) to such later date as those parties may agree without the necessity of a further Order of this Court.
23. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

SCHEDULE A
PURCHASED ASSETS LISTING

All of the issued and outstanding shares of Guys Freightways Ltd.

SCHEDULE B

FORM OF MONITOR'S CERTIFICATE

COURT FILE NUMBER 2501 01350

COURT COURT OF KING'S BENCH OF
ALBERTA

JUDICIAL CENTRE CALGARY

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 **MONITOR'S CERTIFICATE**

ADDRESS FOR SERVICE
AND
CONTACT INFORMATION
OF
PARTY FILING THIS
DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
Fax: +1 403.264.5973

Howard A. Gorman, KC / Aaron Stephenson / Meghan Parker
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meghan.parker@nortonrosefulbright.com

File No.: 1001279041

RECITALS

- A. Pursuant to an Approval and Vesting Order of the Court dated **[date]**, the Court approved the agreement of purchase and sale made as of April 15, 2025 (the **Sale Agreement**) between Peavey Industries LP, by its general partner, Peavey Industries General Partner Limited (**Peavey**) and Fire & Flood Emergency Services Ltd. (the **Purchaser**) and provided for the vesting in the Purchaser of Peavey's right, title and interest in and to the Purchased Assets (to the extent such term is used herein such term shall have the meaning ascribed to it in the Approval and Vesting Order), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Base Purchase Price for the Purchased Assets; (ii) that the conditions to Closing of the Sale Agreement have been satisfied or waived by Peavey and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

B. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid the Base Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing of the Sale Agreement have been satisfied or waived by Peavey, Guys and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

FTI Consulting Canada Inc., in its capacity as Monitor of the undertakings, property and assets of Peavey, and not in its personal capacity.

Per: _____

Name:

Title:

SCHEDULE C

IDENTIFIED CLAIMS AGAINST PURCHASED ASSETS AND RETAINED ASSETS

Personal Property Registry System Registrations

ALBERTA PERSONAL PROPERTY REGISTRY:

REGISTRATION NUMBER	DATE (D/M/Y)	DEBTOR(S)	PARTICULARS
24121824631	18/12/2024	Guys Freightways Ltd.	Security Agreement in favour of 1903P Loan Agent, LLC, in respect of all present and after acquired personal property of the debtor.

SCHEDULE "C"

BLACKLINE
(Guys SAVO to Template)

COURT FILE NUMBER [2501 01350](#)

Clerk's Stamp

COURT COURT OF ~~QUEEN'S~~KING'S BENCH OF ALBERTA

JUDICIAL CENTRE [CALGARY](#)

Clerk's Stamp

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

PLAINTIFF

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

DEFENDANT

DOCUMENT **SALE APPROVAL AND VESTING ORDER**
(Guys Freightways Ltd.)(Sale by Receiver)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
Fax: +1 403.264.5973

Howard A. Gorman, KC / Aaron Stephenson / Meghan Parker
howard.gorman@nortonrosefulbright.com
aaron.stephenson@nortonrosefulbright.com
meghan.parker@nortonrosefulbright.com

File No.: 1001279041

DATE ON WHICH ORDER WAS PRONOUNCED: _____

DATE ON WHICH ORDER WAS PRONOUNCED: April 25, 2025

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice Johnston

LOCATION OF HEARING: Calgary, Alberta via WebEx

LOCATION WHERE ORDER WAS PRONOUNCED: _____

UPON the Application of Peavey Industries General Partner Limited, TSC Stores GP Inc., Guys Freightways Ltd. (**Guys**), and Peavey Industries Limited (the **Applicants**) for an Order approving the sale

transaction (the **Transaction**) contemplated by the Share Purchase Agreement, dated April 15, 2025 (the **Sale Agreement**), as between Peavey Industries LP, by its general partner, Peavey Industries General Partner Limited (**Peavey**) and Fire & Flood Emergency Services Ltd. (the **Purchaser**), as attached as **[Appendix “●” to the Monitor’s Fourth Report]**, filed ● (the **Fourth Report**); **AND UPON** having read the Applicants’ pleadings and evidence filed in the within proceedings, and the Fourth Report; **AND UPON** hearing counsel for the Applicants, Peavey, and Peavey Industries Mutual Fund Trust (collectively, the **Peavey Group**), and any other parties that may be present;

NAME OF JUSTICE WHO MADE THIS ORDER: _____

~~UPON THE APPLICATION by **[Receiver’s Name]** in its capacity as the Court-appointed **[receiver/receiver and manager]** (the “Receiver”) of the undertakings, property and assets of **[Debtor]** (the “Debtor”) for an order approving the sale transaction (the “Transaction”) contemplated by an agreement of purchase and sale (the “Sale Agreement”) between the Receiver and **[Name of Purchaser]** (the “Purchaser”) dated **[Date]** and appended to the ___ Report of the Receiver dated **[Date]** (the “Report”), and vesting in the Purchaser (or its nominee)¹ the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “Purchased Assets”);~~

~~**AND UPON HAVING READ** the Receivership Order dated **[Date]** (the “Receivership Order”), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser **[Names of other parties appearing]**, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;~~

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and the supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.²

APPROVAL OF TRANSACTION

¹~~Ensure that there are no legal obstacles to the vesting of assets in a nominee (for example competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar of Land Titles requires the Purchaser to complete a Certificate of Nomination (which needs to be signed under seal if the Purchaser is a corporation. If the Purchaser is an individual, the signature needs to be witnessed with an affidavit of execution completed.)~~

²~~Ensure that the application and supporting materials are served on all affected parties including those whose interests will be vested off.~~

2. The Transaction is hereby approved³, and the Sale Agreement is commercially reasonable and in the best interests of the Peavey Group and its stakeholders. The execution of the Sale Agreement by ~~the Receiver~~Peavey is hereby ~~authorized~~ratified, confirmed and approved, ~~with such minor amendments as the Receiver may deem necessary. The Receiver and Peavey~~ is hereby authorized and directed to take such additional steps (including by making minor alterations to the Sale Agreement to fully give effect to the Transaction, as mutually agreed by Peavey and the Purchaser, with approval of FTI Consulting Canada Inc. (the Monitor)) and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the assets set out in Schedule A hereto (the **Purchased Assets**) to the Purchaser ~~(or its nominee)~~.

VESTING OF PROPERTY

3. ~~[Subject only to approval by the Alberta Energy Regulator (“Energy Regulator”) of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the Oil and Gas Conservation Act (Alberta) and section 18 of the Pipeline Act (Alberta)]⁴In respect of the Purchased Assets, upon delivery of a Receiver’s Monitor’s certificate to the Purchaser ~~(or its nominee)~~ substantially in the form set out in Schedule ~~“A”~~B hereto (the ~~“Receiver’s Closing Monitor’s Certificate”~~), all of ~~the Debtor’s~~Peavey’s right, title and interest in and to the Purchased Assets ~~[listed in Schedule “B”⁵ hereto]~~ shall vest absolutely and exclusively in the name of the Purchaser ~~(or its nominee)~~, free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, **“Claims”**)⁶ including, without limiting the generality of the foregoing:~~

³ ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding. If supported by evidence, the following sentence could be added at the beginning of paragraph 2: “The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtor and its stakeholders.”~~

⁴ ~~This bracketed clause, paragraph 4(b) and the bracketed words at the end of paragraph 6 are included when the Purchased Assets include mineral interests in land.~~

⁵ ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule B.~~

⁶ ~~The “Claims” being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims may, in some cases, continue as against the net proceeds from sale of the claimed assets. In other~~

- (a) any encumbrances or charges created by the ~~Receivership Order;~~ Initial Order, dated January 27, 2025, and amended and restated on February 6, 2025, as may be further amended and restated from time to time (the Initial Order), including without limitation, (i) the Administration Charge, (ii) the Interim Lender's Charge, (iii) the D&O Charge and (iv) the KERP Charge (as the foregoing are defined in the Initial Order) (the Court Charges); and
- (b) any charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Alberta), or any other personal property registry system, including without limitation those registrations listed in Schedule C;
- (c) any liens or claims of lien under the Builders' Lien Act (Alberta) or any similar provincial or federal act; and
- (d) those Claims listed in Schedule "C" hereto ~~(all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "D" (collectively, "Permitted Encumbrances"))~~

and for greater certainty, this Court orders that all Claims including Encumbrances ~~other than Permitted Encumbrances,~~ (as defined herein) affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets. The Purchaser is authorized to complete, file and register full discharges for the Claims including Encumbrances affecting or relating to the Purchased Assets, as necessary, following the completion of the Transaction.

4. In respect of both Guys and the Retained Assets (as defined in the Sale Agreement), upon the filing of the Monitor's Certificate, the following shall be discharged and released:

- (a) the Court Charges, and all Claims associated with the Court Charges; and

~~cases, the ownership claimant may object to its ownership interest being vested out of the claimed assets. For example, it not clear that vesting orders can vest out overriding royalties or restrictive covenants which are interests in land. (In *Third Eye Capital Corp. v Dianor Resources Inc.*, 2018 ONCA 253 at paragraphs 108-130 the Ont. C.A. requested further argument regarding whether an overriding royalty which is an interest in land may nevertheless be vested out.) Similarly, other claimed rights, titles or interests may potentially be vested out if the Court is advised what rights are being affected and the affected persons are served. The Committee agrees with the view of the Ontario Committee that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

(b) any and all charges or security interests registered by or on behalf of all 1903P Loan Agent, LLC, and any and all Claims of or on behalf of 1903P Loan Agent, including those registrations listed in Schedule C hereto (collectively with the Claims listed in paragraph 3 herein, the **Encumbrances**);

and for greater certainty, Guys and the Purchased Assets shall be forever released and discharged from any obligation, duty or liability of any kind whatsoever, as applicable, as it relates to or arises from the 1903 Credit Agreement, among, inter alios, 1903P Loan Agent and Guys, and the Pledge and Security Agreement, among, inter alios, Guys and 1903P Loan Agent, LLC, both dated December 20, 2024, and both as defined and/or described in the Douglas Anderson affidavit sworn January 27, 2025, and any guarantees granted by Guys in favour of 1903P Loan Agent, LLC, among others.

5. All other Claims against the Retained Assets other than the Encumbrances listed in paragraph 4 herein shall be unaffected.

6. ~~4.~~ Upon delivery of the ~~Receiver's Closing~~ Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such ~~Receiver's Closing~~ Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser ~~or its nominee~~ clear title to the Purchased Assets ~~subject only to Permitted Encumbrances~~ and Retained Assets in accordance with this Order. Without limiting the foregoing:-

~~, the Registrar of (a)⁷ the Registrar of Land Titles ("Land Titles Registrar") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:~~

~~(i) cancel existing Certificates of Title No. * for those lands and premises municipally described as *, and legally described as:~~

~~*~~

~~(the "Lands")~~

~~(ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, *;~~

⁷ ~~Paragraph 4(a) is included when the Purchased Assets include titled lands.~~

~~(iii) transfer to the New Certificate of Title the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and~~

~~(iv) discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;~~

(b)⁸ Alberta Energy ("Energy Ministry") shall and is hereby authorized, requested and directed to forthwith:

~~(v) cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the Bank Act (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and~~

~~(vi) transfer all Crown leases listed in Schedule "E" to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;~~

~~(c) the Registrar of the Alberta Personal Property Registry (the "PPR Registrar")~~ shall and is hereby directed to forthwith cancel and discharge any registrations at ~~the Alberta~~such Personal Property Registry ~~(, whether made before or after the date of this Order),~~ claiming security interests ~~(other than Permitted Encumbrances)~~ in the estate or interest of ~~the Debtor~~Guys or Peavey in any of the Purchased Assets ~~which are of a kind prescribed by applicable regulations as serial number goods or Retained Assets, as the case may be, insofar as such registrations are required to be discharged by this Order.~~

7. ~~5.~~ In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the ~~Receiver's Closing~~Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the

⁸ Paragraph 4(b) is included when the Purchased Assets include mineral interests in land.

Purchased Assets or Retained Assets of any Claims including Encumbrances ~~but excluding Permitted Encumbrances~~.

8. ~~6.~~ No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by ~~the Receiver~~ Peavey of the Sale Agreement, ~~[other than any. For greater certainty, this Order shall constitute the only authorization required to proceed with the Transaction and no partner, director, shareholder, contractual or regulatory approval by the Energy Regulator referenced in paragraph 3 above.]~~ shall be required in connection therewith.

~~7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.~~

9. ~~8.~~ For the purposes of determining the nature and priority of Claims, net proceeds¹⁰ from the sale of the Purchased Assets ~~(to be held in an interest bearing trust account by the Receiver~~ less the Holdback Amount (defined below) shall stand in the place and stead of the Purchased Assets from and after delivery of the ~~Receiver's Closing~~ Monitor's Certificate and all Claims including Encumbrances ~~(but excluding Permitted Encumbrances)~~ shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. ~~Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.~~

⁹ The bracketed words in this paragraph are included when the Purchased Assets include mineral interests in land.

¹⁰ The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

10. \$150,000 of the net proceeds of the sale of the purchased assets (the **Holdback Amount**) shall be held in a non interest-bearing trust account by the Monitor, not to be released by the Monitor except in accordance with section 3.3 of the Sale Agreement or as otherwise agreed by Peavey and the Purchaser, or by further Order of the Court.

11. ~~9.~~ Except as expressly provided for ~~in the Sale Agreement or~~ by section 5 of the Alberta *Employment Standards Code* or any similar statute, the Purchaser ~~(or its nominee)~~ shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the ~~Debtor.~~¹¹ Applicants.

12. ~~10.~~ Upon completion of the Transaction, ~~the Debtor~~Peavey and all persons who claim by, through or under ~~the Debtor~~Peavey in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, ~~save and except for persons entitled to the benefit of the Permitted Encumbrances,~~ shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser ~~(or its nominee).~~¹²

13. ~~11.~~ The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by ~~the Debtor~~Peavey, or any person claiming by, through or against ~~the Debtor~~Peavey.

~~12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.~~¹³

¹¹ ~~Successor employer liability is governed by section 5 of the *Employment Standards Code*, RSA 2000 c. E-9 as amended. Inclusion of the words "or by statute" in paragraph 9 ensures that paragraph 9 does not purport to abrogate statutory successor employee liability.~~

¹² ~~Not all sale agreements require, nor do the terms of the Debtor's possession of human resources and payroll information always permit, disclosure and transfer of such information to the Purchaser. If disclosure and transfer of such information to the Purchaser is not required or permitted, then Section 10 of this Order should be deleted.~~

¹³ ~~The terms of the Permitted Encumbrance and Sale Agreement should be reviewed to determine whether an encumbrance also constitutes a charge against other assets not being sold (in addition to the Purchased Assets.) In that circumstance, absent agreement of the encumbrancer to the contrary, the Debtor may not be fully discharged so the encumbrancer does not lose its charge over the other assets it holds as security. Do not add the words "or the Debtor" to the end of paragraph 12 if an encumbrancer's claim against the Debtor should be reserved.~~

14. ~~13.~~—The ~~Receiver~~Monitor is directed to file with the Court a copy of the ~~Receiver's~~Closing~~Monitor's~~ Certificate forthwith after delivery thereof to the Purchaser ~~(or its nominee)~~.

15. ~~14.~~—Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, ~~the~~ ~~Receiver~~Peavey is authorized and permitted to disclose and transfer to the Purchaser ~~(or its nominee)~~ all human resources and payroll information in ~~the Debtor's~~Peavey's records pertaining to ~~the Debtor's~~Guys' past and current employees. The Purchaser ~~(or its nominee)~~ shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which ~~the Debtor~~Guys was entitled.

REMOVAL OF GUYS FROM PROCEEDINGS

16. Upon the completion of the Transaction and filing of the Monitor's Certificate, Guys shall cease to be an Applicant in the within proceedings and shall be released from the scope, effect and creation of obligations arising from or created by the Initial Order and all other Orders of the Court granted in these proceedings.

17. The style of cause in these proceedings shall be amended to remove Guys as an Applicant.

MISCELLANEOUS MATTERS

18. ~~15.~~ Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of ~~the Debtor~~Peavey, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of ~~the Debtor~~Peavey; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of ~~the Debtor~~Peavey and shall not be void or voidable by creditors of ~~the Debtor~~Peavey, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or

provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

19. ~~16. The Receiver, Peavey, the Monitor,~~ the Purchaser ~~(or its nominee)~~ and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

20. ~~17.~~ This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist ~~the Receiver, Peavey~~ and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to ~~the Receiver, as an officer of the Court, Peavey,~~ as may be necessary or desirable to give effect to this Order or to assist ~~the Receiver, Peavey~~ and its agents in carrying out the terms of this Order.

21. ~~18.~~ Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the ~~Receiver's~~ Monitor's website at:
~~*<http://cfcanada.fticonsulting.com/peavey/>~~

and service on any other person is hereby dispensed with.

22. The Applicants, with consent of the Purchaser and the Monitor, shall be at liberty to extend the Closing Date (as defined in the Sale Agreement) to such later date as those parties may agree without the necessity of a further Order of this Court.

23. ~~19.~~ Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

~~Justice of the Court of Queen's Bench of Alberta~~

Schedule "A"

~~Form of Receiver's Certificate~~

SCHEDULE A

PURCHASED ASSETS LISTING

All of the issued and outstanding shares of Guys Freightways Ltd.

SCHEDULE B

FORM OF MONITOR'S CERTIFICATE

COURT FILE NUMBER 2501 01350

Clerk's Stamp

COURT COURT OF ~~QUEEN'S~~KING'S BENCH OF ALBERTA

Clerk's Stamp

JUDICIAL CENTRE CALGARY

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

~~PLAINTIFF~~

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

~~DEFENDANT~~

DOCUMENT **RECEIVER'S MONITOR'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
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Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
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Howard A. Gorman, KC / Aaron Stephenson / Meghan Parker
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aaron.stephenson@nortonrosefulbright.com
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File No.: 1001279041

RECITALS

~~A. Pursuant to an Order of the Honourable Justice [Name] of the Court of Queen's Bench of Alberta, Judicial District of _____ (the "Court") dated [Date of Order], [Name of Receiver] was~~

~~appointed as the receiver (the "Receiver") of the undertakings, property and assets of [Debtor] (the "Debtor").~~

- A. ~~B.~~ Pursuant to an Approval and Vesting Order of the Court dated [~~D~~date], the Court approved the agreement of purchase and sale made as of [~~Date of Agreement~~ April 15, 2025] (the "~~Sale Agreement~~"") between ~~the Receiver and [Name of Purchaser]~~ (the "Peavey Industries LP, by its general partner, Peavey Industries General Partner Limited (Peavey) and Fire & Flood Emergency Services Ltd. (the Purchaser"") and provided for the vesting in the Purchaser of ~~the Debtor's~~ Peavey's right, title and interest in and to the Purchased Assets (to the extent such term is used herein such term shall have the meaning ascribed to it in the Approval and Vesting Order), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver~~ Monitor to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Base Purchase Price for the Purchased Assets; (ii) that the conditions to Closing ~~as set out in section *~~ of the Sale Agreement have been satisfied or waived by ~~the Receiver~~ Peavey and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the ~~Receiver~~ Monitor.
- B. ~~C.~~ Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE ~~RECEIVER~~ MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid ~~and the Receiver has received the~~ Base Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing ~~as set out in section *~~ of the Sale Agreement have been satisfied or waived by ~~the Receiver~~ Peavey, Guys and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the ~~Receiver~~ Monitor.
4. This Certificate was delivered by the ~~Receiver~~ Monitor at [~~Time~~] on [~~Date~~].

~~[Name of Receiver]~~ FTI Consulting Canada Inc., in its capacity as ~~Receiver~~ Monitor of the undertakings, property and assets of ~~[Debtor]~~ Peavey, and not in its personal capacity.

Per: _____

Name:

Title:

SCHEDULE C

IDENTIFIED CLAIMS AGAINST PURCHASED ASSETS AND RETAINED ASSETS

Personal Property Registry System Registrations

ALBERTA PERSONAL PROPERTY REGISTRY:

<u>REGISTRATION NUMBER</u>	<u>DATE (D/M/Y)</u>	<u>DEBTOR(S)</u>	<u>PARTICULARS</u>
<u>24121824631</u>	<u>18/12/2024</u>	<u>Guys Freightways Ltd.</u>	<u>Security Agreement in favour of 1903P Loan Agent, LLC, in respect of all present and after acquired personal property of the debtor.</u>

SCHEDULE "D"

SALE APPROVAL AND VESTING ORDER
(Turtle Mountain)

COURT FILE NUMBER 2501 01350
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
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 **SALE APPROVAL AND VESTING ORDER (Turtle Mountain)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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meghan.parker@nortonrosefulbright.com

File No.: 1001279041

DATE ON WHICH ORDER WAS PRONOUNCED: April 25, 2025
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice Simard
LOCATION OF HEARING: Calgary, Alberta via WebEx

UPON the Application of Peavey Industries General Partner Limited, TSC Stores GP Inc., Guys Freightways Ltd., and Peavey Industries Limited (the **Applicants**) for an Order approving the sale transaction (the **Transaction**) contemplated by the Share Purchase Agreement, dated April 15, 2025 (the **Sale Agreement**) as between Peavey Industries LP, by its general partner, Peavey Industries General Partner Limited (**Peavey**) and 2607781 Alberta Ltd. (the **Purchaser**), as attached as [**Appendix “●” to the Monitor’s Fourth Report**], filed (the **Fourth Report**); **AND UPON** having read the Applicants’ pleadings and evidence filed in the within proceedings, and the Fourth Report; **AND UPON** hearing counsel for the Applicants, Peavey, and Peavey Industries Mutual Fund Trust (collectively, the **Peavey Group**), and any other parties that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and the supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved, and the Sale Agreement is commercially reasonable and in the best interests of the Peavey Group and its stakeholders. The execution of the Sale Agreement by Peavey is hereby ratified, confirmed and approved, and Peavey is hereby authorized and directed to take such additional steps (including by making minor alterations to the Sale Agreement to fully give effect to the Transaction, as mutually agreed by Peavey and the Purchaser, with approval of the Monitor) and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the assets set out in Schedule "A" hereto (the **Purchased Assets**) to the Purchaser.

VESTING OF PROPERTY

3. Upon delivery of a Monitor's certificate to the Purchaser substantially in the form set out in Schedule B hereto (the **Monitor's Certificate**), all of Peavey's right, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in the name of the Purchaser, free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, **Claims**) including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Initial Order, as amended and restated; and
 - (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), or any other personal property registry system;
 - (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta) or any similar provincial or federal act;
 - (d) those Claims listed in Schedule C hereto

(all of which are collectively referred to as the **Encumbrances**)

and for greater certainty, this Court orders that all Claims including Encumbrances affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, **Governmental Authorities**) are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser clear title to the Purchased Assets. Without limiting the foregoing, the Registrar of the Alberta Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry, whether made before or after the date of this Order, claiming security interests in the estate or interest of Peavey in any of the Purchased Assets.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by Peavey of the Sale Agreement. For greater certainty, this Order shall constitute the only authorization required to proceed with the Transaction and no partner, director, shareholder, contractual or regulatory approval shall be required in connection therewith.
7. For the purposes of determining the nature and priority of Claims, net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Certificate and all Claims including Encumbrances shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code* or any similar statute, the Purchaser shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against Peavey.
9. Upon completion of the Transaction, Peavey and all persons who claim by, through or under Peavey in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.
10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by Peavey, or any person claiming by, through or against Peavey.
11. The Monitor is directed to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchaser.
12. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Seller is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Seller's records pertaining to the Seller's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Seller was entitled.

MISCELLANEOUS MATTERS

13. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the **BIA**), in respect of Peavey, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of Peavey; and

(d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Peavey and shall not be void or voidable by creditors of Peavey, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

14. Peavey, the Monitor, the Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

15. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist Peavey and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to Peavey, as may be necessary or desirable to give effect to this Order or to assist Peavey and its agents in carrying out the terms of this Order.

16. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order; and

(b) Posting a copy of this Order on the Monitor's website at:
<http://cfcanada.fticonsulting.com/peavey/>

and service on any other person is hereby dispensed with.

17. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

SCHEDULE A
ASSETS LISTING

All of the issued and outstanding Class "A" common shares of Turtle Mountain Seed Co.

SCHEDULE B

FORM OF MONITOR'S CERTIFICATE

COURT FILE NUMBER 2501 01350

COURT COURT OF KING'S BENCH OF
ALBERTA

JUDICIAL CENTRE CALGARY

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 **MONITOR'S CERTIFICATE**

ADDRESS FOR SERVICE
AND
CONTACT INFORMATION
OF
PARTY FILING THIS
DOCUMENT

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File No.: 1001279041

RECITALS

- A. Pursuant to an Order of the Court dated **[date]**, the Court approved the agreement of purchase and sale made as of April 15, 2025 (the **Sale Agreement**) between Peavey Industries LP (**Peavey**) and 2607781 Alberta Ltd. (the **Purchaser**) and provided for the vesting in the Purchaser of Peavey's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing of the Sale Agreement have been satisfied or waived by Peavey and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

B. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing of the Sale Agreement have been satisfied or waived by Peavey and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

FTI Consulting Canada Inc., in its capacity as Monitor of the undertakings, property and assets of Peavey, and not in its personal capacity.

Per: _____

Name:

Title:

SCHEDULE C
IDENTIFIED CLAIMS

None.

SCHEDULE "E"

BLACKLINE
(Turtle Mountain SAVO to Template)

COURT FILE NUMBER [2501 01350](#)

Clerk's Stamp

COURT COURT OF ~~QUEEN'S~~[KING'S](#) BENCH OF ALBERTA

JUDICIAL CENTRE [CALGARY](#)

Clerk's Stamp

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

PLAINTIFF

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

DEFENDANT

DOCUMENT **SALE APPROVAL AND VESTING ORDER**
(Turtle Mountain) **(Sale by Receiver)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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File No.: 1001279041

DATE ON WHICH ORDER WAS PRONOUNCED: _____

DATE ON WHICH ORDER WAS PRONOUNCED: April 25, 2025

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice Simard

LOCATION OF HEARING: Calgary, Alberta via WebEx

LOCATION WHERE ORDER WAS PRONOUNCED: _____

UPON the Application of Peavey Industries General Partner Limited, TSC Stores GP Inc., Guys Freightways Ltd., and Peavey Industries Limited (the **Applicants**) for an Order approving the sale

transaction (the **Transaction**) contemplated by the Share Purchase Agreement, dated April 15, 2025 (the **Sale Agreement**) as between Peavey Industries LP, by its general partner, Peavey Industries General Partner Limited (**Peavey**) and 2607781 Alberta Ltd. (the **Purchaser**), as attached as **[Appendix “●” to the Monitor’s Fourth Report]**, filed (the **Fourth Report**); **AND UPON** having read the Applicants’ pleadings and evidence filed in the within proceedings, and the Fourth Report; **AND UPON** hearing counsel for the Applicants, Peavey, and Peavey Industries Mutual Fund Trust (collectively, the **Peavey Group**), and any other parties that may be present;

NAME OF JUSTICE WHO MADE THIS ORDER: _____

~~UPON THE APPLICATION by **[Receiver’s Name]** in its capacity as the Court-appointed **[receiver/receiver and manager]** (the “Receiver”) of the undertakings, property and assets of **[Debtor]** (the “Debtor”) for an order approving the sale transaction (the “Transaction”) contemplated by an agreement of purchase and sale (the “Sale Agreement”) between the Receiver and **[Name of Purchaser]** (the “Purchaser”) dated **[Date]** and appended to the ___ Report of the Receiver dated **[Date]** (the “Report”), and vesting in the Purchaser (or its nominee)¹ the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “Purchased Assets”);~~

~~**AND UPON HAVING READ** the Receivership Order dated **[Date]** (the “Receivership Order”), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser **[Names of other parties appearing]**, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;~~

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and the supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.²

APPROVAL OF TRANSACTION

¹ Ensure that there are no legal obstacles to the vesting of assets in a nominee (for example competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar of Land Titles requires the Purchaser to complete a Certificate of Nomination (which needs to be signed under seal if the Purchaser is a corporation. If the Purchaser is an individual, the signature needs to be witnessed with an affidavit of execution completed.)

² Ensure that the application and supporting materials are served on all affected parties including those whose interests will be vested off.

2. The Transaction is hereby approved³, and the Sale Agreement is commercially reasonable and in the best interests of the Peavey Group and its stakeholders. The execution of the Sale Agreement by ~~the Receiver~~Peavey is hereby ~~authorized~~ratified, confirmed and approved, ~~with such minor amendments as the Receiver may deem necessary. The Receiver and Peavey~~ is hereby authorized and directed to take such additional steps (including by making minor alterations to the Sale Agreement to fully give effect to the Transaction, as mutually agreed by Peavey and the Purchaser, with approval of the Monitor) and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the assets set out in Schedule "A" hereto (the Purchased Assets) to the Purchaser ~~(or its nominee)~~.

VESTING OF PROPERTY

3. ~~[Subject only to approval by the Alberta Energy Regulator ("Energy Regulator") of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the Oil and Gas Conservation Act (Alberta) and section 18 of the Pipeline Act (Alberta)]~~⁴Upon delivery of a ~~Receiver's~~Monitor's certificate to the Purchaser ~~(or its nominee)~~ substantially in the form set out in Schedule ~~"A"~~B hereto (the ~~"Receiver's Closing~~Monitor's Certificate"), all of ~~the Debtor's~~Peavey's right, title and interest in and to the Purchased Assets ~~[listed in Schedule "B" hereto]~~⁵ shall vest absolutely and exclusively in the name of the Purchaser ~~(or its nominee)~~, free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether

³ ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding. If supported by evidence, the following sentence could be added at the beginning of paragraph 2: "The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtor and its stakeholders."~~

⁴ ~~This bracketed clause, paragraph 4(b) and the bracketed words at the end of paragraph 6 are included when the Purchased Assets include mineral interests in land.~~

⁵ ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule B.~~

secured, unsecured or otherwise (collectively, “**Claims**”)⁶ including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the ~~Receiver’s Closing~~ Initial Order, as amended and restated; and
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders’ Lien Act* (Alberta) or any similar provincial or federal act; and
- (d) those Claims listed in Schedule “C” hereto

~~(d) (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule “D” (collectively, “**Permitted Encumbrances**”))~~

and for greater certainty, this Court orders that all Claims including Encumbrances ~~other than Permitted Encumbrances,~~ affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the ~~Receiver’s Closing~~ Monitor’s Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such ~~Receiver’s Closing~~ Monitor’s Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser ~~or its nominee~~ clear title to the Purchased Assets ~~subject only to Permitted Encumbrances.~~ Without limiting the foregoing:

~~⁶ The “Claims” being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims may, in some cases, continue as against the net proceeds from sale of the claimed assets. In other cases, the ownership claimant may object to its ownership interest being vested out of the claimed assets. For example, it not clear that vesting orders can vest out overriding royalties or restrictive covenants which are interests in land. (In *Third Eye Capital Corp. v Dianor Resources Inc.*, 2018 ONCA 253 at paragraphs 108-130 the Ont. C.A. requested further argument regarding whether an overriding royalty which is an interest in land may nevertheless be vested out.) Similarly, other claimed rights, titles or interests may potentially be vested out if the Court is advised what rights are being affected and the affected persons are served. The Committee agrees with the view of the Ontario Committee that a non-specific vesting out of “rights, titles and interests” is vague and therefore undesirable.~~

~~1. (a)⁷ the Registrar of Land Titles (“Land Titles Registrar”) for the lands defined below shall and is hereby authorized, requested and directed to forthwith:~~

~~(i) cancel existing Certificates of Title No. * for those lands and premises municipally described as *, and legally described as:~~

~~*~~

~~(the “Lands”)~~

~~(ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, *;~~

~~(iii) transfer to the New Certificate of Title the existing instruments listed in Schedule “D”, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule “D”; and~~

~~(iv) discharge and expunge the Encumbrances listed in Schedule “C” to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;~~

~~(b)⁸ Alberta Energy (“Energy Ministry”) shall and is hereby authorized, requested and directed to forthwith:~~

~~(v) cancel and discharge those Claims including builders’ liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and~~

~~(vi) transfer all Crown leases listed in Schedule “E” to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;~~

~~(c) the Registrar of the Alberta Personal Property Registry (the “PPR Registrar”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order), claiming security interests (other-~~

~~⁷ Paragraph 4(a) is included when the Purchased Assets include titled lands.~~

~~⁸ Paragraph 4(b) is included when the Purchased Assets include mineral interests in land.~~

~~than Permitted Encumbrances)~~ in the estate or interest of ~~the Debtor~~ Peavey in any of the Purchased Assets ~~which are of a kind prescribed by applicable regulations as serial-number goods.~~

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the ~~Receiver's Closing~~ Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances ~~but excluding Permitted Encumbrances.~~
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by ~~the Receiver~~ Peavey of the Sale Agreement, ~~[other than any. For greater certainty, this Order shall constitute the only authorization required to proceed with the Transaction and no partner, director, shareholder, contractual or regulatory approval by the Energy Regulator referenced in paragraph 3 above.]~~ shall be required in connection therewith.
- ~~7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.~~
7. ~~8.~~ For the purposes of determining the nature and priority of Claims, net proceeds¹⁰ from the sale of the Purchased Assets ~~(to be held in an interest bearing trust account by the Receiver)~~ shall stand in the place and stead of the Purchased Assets from and after delivery of the ~~Receiver's Closing~~ Monitor's Certificate and all Claims including Encumbrances ~~(but excluding Permitted Encumbrances)~~ shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained

⁹ ~~The bracketed words in this paragraph are included when the Purchased Assets include mineral interests in land.~~

¹⁰ ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

in the possession or control of the person having that possession or control immediately prior to the sale. ~~Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.~~

8. ~~9.~~ Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code* or any similar statute, the Purchaser ~~(or its nominee)~~ shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against ~~the Debtor.~~¹¹ Peavey.

9. ~~10.~~ Upon completion of the Transaction, ~~the Debtor~~ Peavey and all persons who claim by, through or under ~~the Debtor~~ Peavey in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, ~~save and except for persons entitled to the benefit of the Permitted Encumbrances,~~ shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser ~~(or its nominee).~~¹² Peavey.

10. ~~11.~~ The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by ~~the Debtor~~ Peavey, or any person claiming by, through or against ~~the Debtor~~ Peavey.

~~12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.~~¹³

¹¹ ~~Successor employer liability is governed by section 5 of the *Employment Standards Code*, RSA-2000 c. E-9 as amended. Inclusion of the words "or by statute" in paragraph 9 ensures that paragraph 9 does not purport to abrogate statutory successor-employee liability.~~

¹² ~~Not all sale agreements require, nor do the terms of the Debtor's possession of human resources and payroll information always permit, disclosure and transfer of such information to the Purchaser. If disclosure and transfer of such information to the Purchaser is not required or permitted, then Section 10 of this Order should be deleted.~~

¹³ ~~The terms of the Permitted Encumbrance and Sale Agreement should be reviewed to determine whether an encumbrance also constitutes a charge against other assets not being sold (in addition to the Purchased Assets.) In that circumstance, absent agreement of the encumbrancer to the contrary, the Debtor may not be fully discharged so the encumbrancer does~~

11. ~~13.~~—The ~~Receiver~~Monitor is directed to file with the Court a copy of the ~~Receiver's~~Closing~~Monitor's~~ Certificate forthwith after delivery thereof to the Purchaser ~~(or its nominee)~~.

12. ~~14.~~—Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the ~~Receiver~~Seller is authorized and permitted to disclose and transfer to the Purchaser ~~(or its nominee)~~ all human resources and payroll information in the ~~Debtor's~~Seller's records pertaining to the ~~Debtor's~~Seller's past and current employees. The Purchaser ~~(or its nominee)~~ shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the ~~Debtor~~Seller was entitled.

MISCELLANEOUS MATTERS

13. ~~15.~~—Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the “**BIA**”), in respect of ~~the Debtor~~Peavey, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of ~~the Debtor~~Peavey; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of ~~the Debtor~~Peavey and shall not be void or voidable by creditors of ~~the Debtor~~Peavey, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

14. ~~16.~~—~~The Receiver~~, Peavey, the Monitor, the Purchaser ~~(or its nominee)~~ and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary

~~not lose its charge over the other assets it holds as security. Do not add the words “or the Debtor” to the end of paragraph 12 if an encumbrancer’s claim against the Debtor should be reserved.~~

in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

15. ~~17.~~—This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist ~~the Receiver~~Peavey and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to ~~the Receiver, as an officer of the Court~~Peavey, as may be necessary or desirable to give effect to this Order or to assist ~~the Receiver~~Peavey and its agents in carrying out the terms of this Order.

16. ~~18.~~—Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order; and

~~(iv) the Purchaser or the Purchaser's solicitors; and~~

(b) Posting a copy of this Order on the ~~Receiver's~~Monitor's website at:
*<http://cfcanada.fticonsulting.com/peavey/>

and service on any other person is hereby dispensed with.

17. ~~19.~~ Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

~~Justice of the Court of Queen's Bench of Alberta~~

Schedule “

SCHEDULE A”

~~Form of Receiver’s Certificate~~

ASSETS LISTING

All of the issued and outstanding Class "A" common shares of Turtle Mountain Seed Co.

SCHEDULE B

FORM OF MONITOR'S CERTIFICATE

COURT FILE NUMBER 2501 01350

Clerk's Stamp

COURT COURT OF ~~QUEEN'S~~KING'S BENCH OF ALBERTA

Clerk's Stamp

JUDICIAL CENTRE CALGARY

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

~~PLAINTIFF~~

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

~~DEFENDANT~~

DOCUMENT **RECEIVER'S MONITOR'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
Fax: +1 403.264.5973

Howard A. Gorman, KC / Aaron Stephenson / Meghan Parker
howard.gorman@nortonrosefulbright.com
aaron.stephenson@nortonrosefulbright.com
meghan.parker@nortonrosefulbright.com

File No.: 1001279041

RECITALS

~~A. Pursuant to an Order of the Honourable Justice [Name] of the Court of Queen's Bench of Alberta, Judicial District of _____ (the "Court") dated [Date of Order], [Name of Receiver] was~~

~~appointed as the receiver (the "Receiver") of the undertakings, property and assets of [Debtor] (the "Debtor").~~

A. ~~B.~~ Pursuant to an Order of the Court dated [Date], the Court approved the agreement of purchase and sale made as of [Date of Agreement] April 15, 2025 (the "Sale Agreement") between ~~the Receiver and [Name of Purchaser]~~ (the "Peavey Industries LP (Peavey) and 2607781 Alberta Ltd. (the Purchaser)") and provided for the vesting in the Purchaser of ~~the Debtor's~~ Peavey's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver~~ Monitor to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing ~~as set out in section *~~ of the Sale Agreement have been satisfied or waived by ~~the Receiver~~ Peavey and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the ~~Receiver~~ Monitor.

B. ~~C.~~ Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE ~~RECEIVER~~ MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid ~~and the Receiver has received~~ the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing ~~as set out in section *~~ of the Sale Agreement have been satisfied or waived by ~~the Receiver~~ Peavey and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the ~~Receiver~~ Monitor.
4. This Certificate was delivered by the ~~Receiver~~ Monitor at [Time] on [Date].

~~[Name of Receiver]~~ FTI Consulting Canada Inc., in its capacity as ~~Receiver~~ Monitor of the undertakings, property and assets of ~~[Debtor]~~ Peavey, and not in its personal capacity.

Per: _____

Name:

Title:

SCHEDULE C
IDENTIFIED CLAIMS

None.

SCHEDULE "F"

SALE APPROVAL AND VESTING ORDER
(Peavey Assets)

COURT FILE NUMBER 2501 01350
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
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 **SALE APPROVAL AND VESTING ORDER (Peavey Assets)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
Fax: +1 403.264.5973

Howard A. Gorman, KC / Aaron Stephenson / Meghan Parker
howard.gorman@nortonrosefulbright.com
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meghan.parker@nortonrosefulbright.com

File No.: 1001279041

DATE ON WHICH ORDER WAS PRONOUNCED: April 25, 2025
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice Simard
LOCATION OF HEARING: Calgary, Alberta via WebEx

UPON the Application of Peavey Industries General Partner Limited, TSC Stores GP Inc., Guys Freightways Ltd., and Peavey Industries Limited (the **Applicants**) for an Order approving the sale transaction (the **Transaction**) contemplated by the Asset Purchase Agreement, dated April 15, 2025 (the **Sale Agreement**) as between Peavey Industries LP, by its general partner, Peavey Industries General Partner Limited (**Peavey**) and 2607781 Alberta Ltd. (the **Purchaser**), as attached as [**Appendix “●” to the Monitor’s Fourth Report**], filed (the **Fourth Report**); **AND UPON** having read the Applicants’ pleadings and evidence filed in the within proceedings, and the Fourth Report; **AND UPON** hearing counsel for the Applicants, Peavey, and Peavey Industries Mutual Fund Trust (collectively, the **Peavey Group**), and any other parties that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and the supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved, and the Sale Agreement is commercially reasonable and in the best interests of the Peavey Group and its stakeholders. The execution of the Sale Agreement by Peavey is hereby ratified, confirmed and approved, and Peavey is hereby authorized and directed to take such additional steps (including by making minor alterations to the Sale Agreement to fully give effect to the Transaction, as mutually agreed by Peavey and the Purchaser, with approval of the Monitor) and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the assets set out in Schedule "A" hereto (the **Purchased Assets**) to the Purchaser.

VESTING OF PROPERTY

3. Upon delivery of a Monitor's certificate to the Purchaser substantially in the form set out in Schedule B hereto (the **Monitor's Certificate**), all of Peavey's right, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in the name of the Purchaser, free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, **Claims**) including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Initial Order, as amended and restated; and
 - (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), or any other personal property registry system;
 - (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta) or any similar provincial or federal act;
 - (d) those Claims listed in Schedule C hereto

(all of which are collectively referred to as the **Encumbrances**)

and for greater certainty, this Court orders that all Claims including Encumbrances affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, **Governmental Authorities**) are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser clear title to the Purchased Assets. Without limiting the foregoing, the Registrar of the Alberta Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry, whether made before or after the date of this Order, claiming security interests in the estate or interest of Peavey in any of the Purchased Assets.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by Peavey of the Sale Agreement. For greater certainty, this Order shall constitute the only authorization required to proceed with the Transaction and no partner, director, shareholder, contractual or regulatory approval shall be required in connection therewith.
7. For the purposes of determining the nature and priority of Claims, net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Certificate and all Claims including Encumbrances shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code* or any similar statute, the Purchaser shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against Peavey.
9. Upon completion of the Transaction, Peavey and all persons who claim by, through or under Peavey in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.
10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by Peavey, or any person claiming by, through or against Peavey.
11. The Monitor is directed to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchaser.
12. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Seller is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Seller's records pertaining to the Seller's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Seller was entitled.

MISCELLANEOUS MATTERS

13. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the **BIA**), in respect of Peavey, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of Peavey; and

(d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Peavey and shall not be void or voidable by creditors of Peavey, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

14. Peavey, the Monitor, the Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

15. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist Peavey and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to Peavey, as may be necessary or desirable to give effect to this Order or to assist Peavey and its agents in carrying out the terms of this Order.

16. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order; and

(b) Posting a copy of this Order on the Monitor's website at:
<http://cfcanada.fticonsulting.com/peavey/>

and service on any other person is hereby dispensed with.

17. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

SCHEDULE A (I)

ASSETS LISTING

Domain Name Registrations

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

SCHEDULE A (II)

ASSETS LISTING

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	Q2331030552	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 A (III)

ASSETS LISTING

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 A (IV)

ASSETS LISTING

Registered Trademarks

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
ROLLING ACRES	1308972	TMA697038	(1) Animal feed.	N/A	2007-09-21	2032-09-21
PEAVEY MART	1932177	TMA1128097	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, 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, 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	2022-05-06	2032-05-06

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
				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.		
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	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	2022-08-24	2032-08-24

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
				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, 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.		
HARVEST GRADE	1932161	TMA1115678	(1) Household cleaners. (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; shovels. (6) Garden tractors and replacement parts therefore. (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,	1995-12-15	2025-12-15

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
				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.		
POWERED BY PEAVEY	2118839	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, 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.	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	TMA476712	N/A	(1) Operation of a retail store selling clothing items.	1997-05-23	2027-05-23
	812020	TMA476717	N/A	(1) Operation of a retail store selling clothing items.	1997-05-23	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	2005-10-20	2030-10-20

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
				seed, and automotive farm mechanical systems; operation of lawn and garden centres.		
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
YOUR RURAL LIFESTYLE STORE	1932181	TMA1128096	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, 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, 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	2022-05-06	2032-05-06

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
				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.		
	1932178	TMA1128098	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, 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, 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	2022-05-06	2032-05-06

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
				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.		
HARVEST GOODNESS	1932169	TMA1245768	(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. (2) Soap making supplies namely colorants for use in the manufacture of soap, dyes for making soap. (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. (7) Gardening supplies for home gardeners namely gardening tools. (4) Canning supplies namely canning jars and food preserving jars of glass; gardening supplies for home gardeners namely gardening gloves. (5) Pet food; bagged large animal feed; food for livestock; outdoor living plants. (6) Live chickens.	(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.	2024-07-23	2034-07-23
HARVEST GEAR	1932164	TMA1116104	(1) Clothing, namely, workwear, namely, shirts, pants, jackets, coats, overalls, camouflage clothing for hunting, gloves, socks, safety clothing for hunting, hats, tuques; Boots.	N/A	2021-12-17	2031-12-17
	1731742	TMA1002613	(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
STÄRKMANN	1731741	TMA984420	(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,	N/A	2017-11-07	2032-11-07

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
			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, handsaws, 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			
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	TMA685179	(1) Hand and gardening tools.	N/A	2007-03-30	2032-03-30
	725830	TMA460634	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.	1996-08-02	2026-08-02
	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; waxes. (5) Fly vapour strips; insect and pest powder, sprays and liquid.	N/A	1977-12-30	2032-12-30

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
			<p>(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.</p> <p>(7) Self-lubricating gear pumps; flexator pumps; power winches; power drills; power saws; power sanders; power grinders; utility gas motors; oil burner motors; air 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 planers; radial arm saws; lawn mower blades; nozzles; lawn mowers; garden seeders; Bits; tackler hoists; tillers; 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; scissors; 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, lens.</p> <p>(10) Toilet tank kits; plumbing fixtures; spray heads; toilet tank balls; pulsating showers; water heaters; stop cocks;</p>			

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
			<p>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; barbeque lighters; camp stove lighters; patio lanterns; barbeques; 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; spatchling 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 cushions; bins; furniture casters; tables; chairs; serving carts.</p> <p>(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; cannisters; frying pans; coffee pots; canners; drain boards; dish pans; garbage cans; pails; wash tubs.</p> <p>(19) Awnings and awning pulleys; tarpaulins; Lariats; bailer twine; Tow ropes; Fishing nets; tents; unfitted swimming pool covers.</p> <p>(20) Towels; face cloths; sleeping bags; Dry goods, namely, comforters.</p> <p>(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;</p>			

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
			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; tetherballs; 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.			
FLYING FRIENDS WILD BIRD SEED	0663315	TMA436051	Wild bird seed, sunflower seeds, millet, peanuts, niger and blends; wild bird feeders; bird baths		1994-11-25	2034-11-25
FLYING FRIENDS CLUB & DESIGN 	0686085	TMA411761	Providing special customer rebate programs for purchasing bird seed.		1993-04-30	2033-04-30

SCHEDULE A (V)

ASSETS LISTING

Unregistered Trademarks

Trademark	Application No.	Nice Class (Goods)	Nice Class (Services)	Application Date
	2260228	(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	(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	App. Date: 2023-05-25
HomespACE	2102423	(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.	(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.	App. date: 2021-04-26
	2096857	(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.	(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.	App. Date: 2021-04-01

SCHEDULE B

FORM OF MONITOR'S CERTIFICATE

COURT FILE NUMBER 2501 01350

COURT COURT OF KING'S BENCH OF
ALBERTA

JUDICIAL CENTRE CALGARY

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 **MONITOR'S CERTIFICATE**

ADDRESS FOR SERVICE
AND
CONTACT INFORMATION
OF
PARTY FILING THIS
DOCUMENT Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
Fax: +1 403.264.5973

Howard A. Gorman, KC / Aaron Stephenson / Meghan Parker
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File No.: 1001279041

RECITALS

- A. Pursuant to an Order of the Court dated **[date]**, the Court approved the agreement of purchase and sale made as of April 15, 2025 (the **Sale Agreement**) between Peavey Industries LP (**Peavey**) and 2607781 Alberta Ltd. (the **Purchaser**) and provided for the vesting in the Purchaser of Peavey's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing of the Sale Agreement have been satisfied or waived by Peavey and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

B. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing of the Sale Agreement have been satisfied or waived by Peavey and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

FTI Consulting Canada Inc., in its capacity as Monitor of the undertakings, property and assets of Peavey, and not in its personal capacity.

Per: _____

Name:

Title:

SCHEDULE C
IDENTIFIED CLAIMS

None.

SCHEDULE "G"

BLACKLINE
(Peavey Assets SAVO to Template)

COURT FILE NUMBER [2501 01350](#)

Clerk's Stamp

COURT COURT OF ~~QUEEN'S~~KING'S BENCH OF ALBERTA

JUDICIAL CENTRE [CALGARY](#)

Clerk's Stamp

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

PLAINTIFF

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

DEFENDANT

DOCUMENT **SALE APPROVAL AND VESTING ORDER**
(Peavey Assets)(Sale by Receiver)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
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File No.: 1001279041

DATE ON WHICH ORDER WAS PRONOUNCED: _____

DATE ON WHICH ORDER WAS PRONOUNCED: April 25, 2025

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice Simard

LOCATION OF HEARING: Calgary, Alberta via WebEx

LOCATION WHERE ORDER WAS PRONOUNCED: _____

UPON the Application of Peavey Industries General Partner Limited, TSC Stores GP Inc., Guys Freightways Ltd., and Peavey Industries Limited (the **Applicants**) for an Order approving the sale

transaction (the **Transaction**) contemplated by the Asset Purchase Agreement, dated April 15, 2025 (the **Sale Agreement**) as between Peavey Industries LP, by its general partner, Peavey Industries General Partner Limited (**Peavey**) and 2607781 Alberta Ltd. (the **Purchaser**), as attached as **[Appendix “●” to the Monitor’s Fourth Report]**, filed (the **Fourth Report**); **AND UPON** having read the Applicants’ pleadings and evidence filed in the within proceedings, and the Fourth Report; **AND UPON** hearing counsel for the Applicants, Peavey, and Peavey Industries Mutual Fund Trust (collectively, the **Peavey Group**), and any other parties that may be present;

NAME OF JUSTICE WHO MADE THIS ORDER: _____

~~UPON THE APPLICATION by **[Receiver’s Name]** in its capacity as the Court-appointed **[receiver/receiver and manager]** (the “Receiver”) of the undertakings, property and assets of **[Debtor]** (the “Debtor”) for an order approving the sale transaction (the “Transaction”) contemplated by an agreement of purchase and sale (the “Sale Agreement”) between the Receiver and **[Name of Purchaser]** (the “Purchaser”) dated **[Date]** and appended to the ___ Report of the Receiver dated **[Date]** (the “Report”), and vesting in the Purchaser (or its nominee)¹ the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “Purchased Assets”);~~

~~**AND UPON HAVING READ** the Receivership Order dated **[Date]** (the “Receivership Order”), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser **[Names of other parties appearing]**, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;~~

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and the supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.²

APPROVAL OF TRANSACTION

¹ Ensure that there are no legal obstacles to the vesting of assets in a nominee (for example competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar of Land Titles requires the Purchaser to complete a Certificate of Nomination (which needs to be signed under seal if the Purchaser is a corporation. If the Purchaser is an individual, the signature needs to be witnessed with an affidavit of execution completed.)

² Ensure that the application and supporting materials are served on all affected parties including those whose interests will be vested off.

2. The Transaction is hereby approved³, and the Sale Agreement is commercially reasonable and in the best interests of the Peavey Group and its stakeholders. The execution of the Sale Agreement by ~~the Receiver~~Peavey is hereby ~~authorized~~ratified, confirmed and approved, ~~with such minor amendments as the Receiver may deem necessary. The Receiver and Peavey~~ is hereby authorized and directed to take such additional steps (including by making minor alterations to the Sale Agreement to fully give effect to the Transaction, as mutually agreed by Peavey and the Purchaser, with approval of the Monitor) and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the assets set out in Schedule "A" hereto (the Purchased Assets) to the Purchaser ~~(or its nominee)~~.

VESTING OF PROPERTY

3. ~~[Subject only to approval by the Alberta Energy Regulator ("Energy Regulator") of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the Oil and Gas Conservation Act (Alberta) and section 18 of the Pipeline Act (Alberta)]~~⁴Upon delivery of a ~~Receiver's~~Monitor's certificate to the Purchaser ~~(or its nominee)~~ substantially in the form set out in Schedule ~~"A"~~B hereto (the ~~"Receiver's Closing~~Monitor's Certificate"), all of ~~the Debtor's~~Peavey's right, title and interest in and to the Purchased Assets ~~[listed in Schedule "B" hereto]~~⁵ shall vest absolutely and exclusively in the name of the Purchaser ~~(or its nominee)~~, free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether

³ ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding. If supported by evidence, the following sentence could be added at the beginning of paragraph 2: "The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtor and its stakeholders."~~

⁴ ~~This bracketed clause, paragraph 4(b) and the bracketed words at the end of paragraph 6 are included when the Purchased Assets include mineral interests in land.~~

⁵ ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule B.~~

secured, unsecured or otherwise (collectively, “**Claims**”)⁶ including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the ~~Receiver’s Closing~~ Initial Order, as amended and restated; and
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders’ Lien Act* (Alberta) or any similar provincial or federal act; and
- (d) those Claims listed in Schedule “C” hereto

~~(d) (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule “D” (collectively, “**Permitted Encumbrances**”))~~

and for greater certainty, this Court orders that all Claims including Encumbrances ~~other than Permitted Encumbrances~~, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the ~~Receiver’s Closing~~ Monitor’s Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such ~~Receiver’s Closing~~ Monitor’s Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser ~~or its nominee~~ clear title to the Purchased Assets ~~subject only to Permitted Encumbrances~~. Without limiting the foregoing:

~~⁶ The “Claims” being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims may, in some cases, continue as against the net proceeds from sale of the claimed assets. In other cases, the ownership claimant may object to its ownership interest being vested out of the claimed assets. For example, it not clear that vesting orders can vest out overriding royalties or restrictive covenants which are interests in land. (In *Third Eye Capital Corp. v Dianor Resources Inc.*, 2018 ONCA 253 at paragraphs 108-130 the Ont. C.A. requested further argument regarding whether an overriding royalty which is an interest in land may nevertheless be vested out.) Similarly, other claimed rights, titles or interests may potentially be vested out if the Court is advised what rights are being affected and the affected persons are served. The Committee agrees with the view of the Ontario Committee that a non-specific vesting out of “rights, titles and interests” is vague and therefore undesirable.~~

~~, the Registrar of~~ (a)⁷ ~~the Registrar of Land Titles (“Land Titles Registrar”) for the lands defined below shall and is hereby authorized, requested and directed to forthwith:~~

~~(i) cancel existing Certificates of Title No. * for those lands and premises municipally described as *, and legally described as:~~

~~*~~

~~(the “Lands”)~~

~~(ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, *;~~

~~(iii) transfer to the New Certificate of Title the existing instruments listed in Schedule “D”, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule “D”; and~~

~~(iv) discharge and expunge the Encumbrances listed in Schedule “C” to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;~~

(b)⁸ ~~Alberta Energy (“Energy Ministry”) shall and is hereby authorized, requested and directed to forthwith:~~

~~(v) cancel and discharge those Claims including builders’ liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and~~

~~(vi) transfer all Crown leases listed in Schedule “E” to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;~~

~~(c) the Registrar of~~ the Alberta Personal Property Registry ~~(the “PPR Registrar”)~~ shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry ~~(, whether made before or after the date of this Order),~~ claiming security interests ~~(other-~~

⁷ Paragraph 4(a) is included when the Purchased Assets include titled lands.

⁸ Paragraph 4(b) is included when the Purchased Assets include mineral interests in land.

~~than Permitted Encumbrances)~~ in the estate or interest of ~~the Debtor~~ Peavey in any of the Purchased Assets ~~which are of a kind prescribed by applicable regulations as serial-number goods.~~

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the ~~Receiver's Closing~~ Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances ~~but excluding Permitted Encumbrances.~~
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by ~~the Receiver~~ Peavey of the Sale Agreement, ~~[other than any. For greater certainty, this Order shall constitute the only authorization required to proceed with the Transaction and no partner, director, shareholder, contractual or regulatory approval by the Energy Regulator referenced in paragraph 3 above.]~~ shall be required in connection therewith.
- ~~7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.~~
7. ~~8.~~ For the purposes of determining the nature and priority of Claims, net proceeds¹⁰ from the sale of the Purchased Assets ~~(to be held in an interest bearing trust account by the Receiver)~~ shall stand in the place and stead of the Purchased Assets from and after delivery of the ~~Receiver's Closing~~ Monitor's Certificate and all Claims including Encumbrances ~~(but excluding Permitted Encumbrances)~~ shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained

⁹ ~~The bracketed words in this paragraph are included when the Purchased Assets include mineral interests in land.~~

¹⁰ ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

in the possession or control of the person having that possession or control immediately prior to the sale. ~~Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.~~

8. ~~9.~~ Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code* or any similar statute, the Purchaser ~~(or its nominee)~~ shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against ~~the Debtor.~~¹¹ Peavey.

9. ~~10.~~ Upon completion of the Transaction, ~~the Debtor~~ Peavey and all persons who claim by, through or under ~~the Debtor~~ Peavey in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, ~~save and except for persons entitled to the benefit of the Permitted Encumbrances,~~ shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser ~~(or its nominee).~~¹² Peavey.

10. ~~11.~~ The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by ~~the Debtor~~ Peavey, or any person claiming by, through or against ~~the Debtor~~ Peavey.

~~12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.~~¹³

¹¹ ~~Successor employer liability is governed by section 5 of the *Employment Standards Code*, RSA 2000 c. E-9 as amended. Inclusion of the words "or by statute" in paragraph 9 ensures that paragraph 9 does not purport to abrogate statutory successor-employee liability.~~

¹² ~~Not all sale agreements require, nor do the terms of the Debtor's possession of human resources and payroll information always permit, disclosure and transfer of such information to the Purchaser. If disclosure and transfer of such information to the Purchaser is not required or permitted, then Section 10 of this Order should be deleted.~~

¹³ ~~The terms of the Permitted Encumbrance and Sale Agreement should be reviewed to determine whether an encumbrance also constitutes a charge against other assets not being sold (in addition to the Purchased Assets.) In that circumstance, absent agreement of the encumbrancer to the contrary, the Debtor may not be fully discharged so the encumbrancer does~~

11. ~~13.~~—The ~~Receiver~~Monitor is directed to file with the Court a copy of the ~~Receiver's~~Closing~~Monitor's~~ Certificate forthwith after delivery thereof to the Purchaser ~~(or its nominee)~~.

12. ~~14.~~—Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the ~~Receiver~~Seller is authorized and permitted to disclose and transfer to the Purchaser ~~(or its nominee)~~ all human resources and payroll information in the ~~Debtor's~~Seller's records pertaining to the ~~Debtor's~~Seller's past and current employees. The Purchaser ~~(or its nominee)~~ shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the ~~Debtor~~Seller was entitled.

MISCELLANEOUS MATTERS

13. ~~15.~~—Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the “**BIA**”), in respect of ~~the Debtor~~Peavey, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of ~~the Debtor~~Peavey; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of ~~the Debtor~~Peavey and shall not be void or voidable by creditors of ~~the Debtor~~Peavey, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

14. ~~16.~~—~~The Receiver~~,Peavey, the Monitor, the Purchaser ~~(or its nominee)~~ and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary

~~not lose its charge over the other assets it holds as security. Do not add the words “or the Debtor” to the end of paragraph 12 if an encumbrancer’s claim against the Debtor should be reserved.~~

in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

15. ~~17.~~—This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist ~~the Receiver~~Peavey and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to ~~the Receiver, as an officer of the Court~~Peavey, as may be necessary or desirable to give effect to this Order or to assist ~~the Receiver~~Peavey and its agents in carrying out the terms of this Order.

16. ~~18.~~—Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order; and

~~(iv) the Purchaser or the Purchaser's solicitors; and~~

(b) Posting a copy of this Order on the ~~Receiver's~~Monitor's website at:
*<http://cfcanada.fticonsulting.com/peavey/>

and service on any other person is hereby dispensed with.

17. ~~19.~~ Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

~~Justice of the Court of Queen's Bench of Alberta~~

Schedule "A"

Form of Receiver's Certificate

SCHEDULE A (I)

ASSETS LISTING

Domain Name Registrations

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

SCHEDULE A (II)

ASSETS LISTING

ERP Systems and Servers

ERP Systems

AS 400

Servers

Red Deer

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

London Server

<u>Item Type</u>	<u>Brand / Model / Specifications</u>	<u>Serial Number</u>	<u>Qty</u>	<u>Estimated Value</u>
<u>Server Rack</u>				
<u>Firewall</u>	<u>Fortinet FortiGate 200F</u>	<u>FG200FT921904673</u> <u>FG200FT921904679</u>	<u>2</u>	<u>\$ 1,200.00</u>
<u>Switch</u>	<u>Fortinet FortiSwitch 448D-POE</u>	<u>S448DPTF19000808</u> <u>S448DPTF19001007</u> <u>S448DPTF19000799</u> <u>S448DPTF19000794</u> <u>S448DPTF19000960</u> <u>S448DPTF19001163</u> <u>S448DPTF19001151</u> <u>S448DPTF19000789</u> <u>S448DPTF19000783</u> <u>S448DPTF19000827</u>	<u>10</u>	<u>\$ 150.00</u>
<u>Server</u>	<u>HP ProLiant DL360 Gen10</u> <u>2x Intel Xeon Gold 5118</u> <u>768GB RAM</u>	<u>MXQ9320444</u> <u>MXQ93302H4</u> <u>MXQ934003H</u>	<u>3</u>	<u>\$ 4,000.00</u>
<u>NAS</u>	<u>QNAP TS-h1277XU-RP</u>	<u>Q233I030552</u>	<u>1</u>	<u>\$ 1,500.00</u>
<u>UPS Unit</u>				
<u>UPS Expander</u>				
<u>UPS</u>				
<u>Rack Console</u>				

Cola Rack – Data Centre

<u>Item Type</u>	<u>Brand / Model / Specifications</u>	<u>Serial Number</u>	<u>Qty</u>	<u>Estimated Value</u>
<u>Firewall</u>	<u>Fortinet FortiGate 200F</u>	<u>FG200ETK18906456</u> <u>FG200ETK18906433</u>	<u>2</u>	<u>\$ 1,200.00</u>
<u>Switch</u>	<u>Fortinet FortiSwitch 448D-POE</u>	<u>S448DPTF19001987</u> <u>S448DPTF19001998</u>	<u>2</u>	<u>\$ 150.00</u>
<u>Server</u>	<u>HP ProLiant DL360 Gen10</u> <u>2x Intel Xeon Gold 5118 160GB RAM</u>	<u>MXQ93101SQ</u> <u>MXQ93204452</u>		<u>\$ 2,500.00</u>
<u>Server</u>	<u>HP ProLiant DL360 Gen10 2x Intel Xeon</u> <u>Gold 5118</u> <u>768GB RAM</u>	<u>MXQ93101SP</u>	<u>1</u>	<u>\$ 5,000.00</u>
<u>Server</u>	<u>HP ProLiant DL360 Gen10</u> <u>2x Intel Xeon Gold 6242 896GB RAM</u>	<u>MXQ00207G6</u>	<u>1</u>	<u>\$ 6,000.00</u>
<u>NAS</u>	<u>HPE MSA 2050 SAN</u> <u>12x 2.4TB SAS</u>		<u>1</u>	<u>\$ 5,000.00</u>
<u>NAS</u>	<u>QNAP TS-h1277XU-RP</u>		<u>1</u>	<u>\$ 1,500.00</u>

SCHEDULE A (III)

ASSETS LISTING

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.

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

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SCHEDULE A (IV)

ASSETS LISTING

Registered Trademarks

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Nice Class (Goods)</u>	<u>Nice Class (Services)</u>	<u>Registration Date</u>	<u>Renewal Deadline</u>
ROLLING ACRES	1308972	TMA697038	(1) Animal feed.	N/A	2007-09-21	2032-09-21
PEAVEY MART	1932177	TMA1128097	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, 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, 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	2022-05-06	2032-05-06

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
				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.		
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	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

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Nice Class (Goods)</u>	<u>Nice Class (Services)</u>	<u>Registration Date</u>	<u>Renewal Deadline</u>
(Add) 	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, 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, 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
HARVEST GRADE	1932161	TMA1115678	(1) Household cleaners, (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; shovels, (6) Garden tractors and replacement parts therefore,	N/A	2021-12-10	2031-12-10

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Nice Class (Goods)</u>	<u>Nice Class (Services)</u>	<u>Registration Date</u>	<u>Renewal Deadline</u>
			(7) Garbage bags. (8) Plastic tool boxes sold empty. (9) Brooms.			
<u>COUNTRY DEPOT</u>	<u>0719410</u>	<u>TMA451725</u>	<u>N/A</u>	(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.	<u>1995-12-15</u>	<u>2025-12-15</u>
<u>POWERED BY PEAVEY</u>	<u>2118839</u>	<u>TMA1305221</u>	<u>N/A</u>	(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.	<u>2025-04-09</u>	<u>2035-04-09</u>
<u>THE INCREDIBLE COUNTRY HARDWARE STORE</u>	<u>1119099</u>	<u>TMA586852</u>	<u>N/A</u>	(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.	<u>2003-08-08</u>	<u>2033-08-08</u>
<u>HARD WORKING CANADIANS</u>	<u>812021</u>	<u>TMA476712</u>	<u>N/A</u>	(1) Operation of a retail store selling clothing items.	<u>1997-05-23</u>	<u>2027-05-23</u>
	<u>812020</u>	<u>TMA476717</u>	<u>N/A</u>	(1) Operation of a retail store selling clothing items.	<u>1997-05-23</u>	<u>2027-05-23</u>

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Nice Class (Goods)</u>	<u>Nice Class (Services)</u>	<u>Registration Date</u>	<u>Renewal Deadline</u>
	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
YOUR RURAL LIFESTYLE STORE	1932181	TMA1128096	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, 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, 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,	2022-05-06	2032-05-06

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Nice Class (Goods)</u>	<u>Nice Class (Services)</u>	<u>Registration Date</u>	<u>Renewal Deadline</u>
				<p><u>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.</u></p>		
	1932178	TMA1128098	N/A	<p><u>(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, 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,</u></p>	2022-05-06	2032-05-06

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Nice Class (Goods)</u>	<u>Nice Class (Services)</u>	<u>Registration Date</u>	<u>Renewal Deadline</u>
				<u>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.</u>		
<u>HARVEST GOODNESS</u>	<u>1932169</u>	<u>TMA1245768</u>	<u>(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.</u> <u>(2) Soap making supplies namely colorants for use in the manufacture of soap, dyes for making soap.</u> <u>(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.</u> <u>(7) Gardening supplies for home gardeners namely gardening tools.</u> <u>(4) Canning supplies namely canning jars and food preserving jars of glass; gardening supplies for home gardeners namely gardening gloves.</u> <u>(5) Pet food; bagged large animal feed; food for livestock; outdoor living plants.</u>	<u>(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.</u>	<u>2024-07-23</u>	<u>2034-07-23</u>

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Nice Class (Goods)</u>	<u>Nice Class (Services)</u>	<u>Registration Date</u>	<u>Renewal Deadline</u>
			(6) Live chickens.			
<u>HARVEST GEAR</u>	<u>1932164</u>	<u>TMA1116104</u>	(1) Clothing, namely, workwear, namely, shirts, pants, jackets, coats, overalls, camouflage clothing for hunting, gloves, socks, safety clothing for hunting, hats, tuques; Boots.	<u>N/A</u>	<u>2021-12-17</u>	<u>2031-12-17</u>
	<u>1731742</u>	<u>TMA1002613</u>	(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, caquoules, anoraks, parkas, vests, jackets, rainwear and insulated outerwear namely parkas, jackets, bib overalls, pants and shirts	<u>N/A</u>	<u>2018-08-13</u>	<u>2033-08-13</u>
<u>STÄRKMANN</u>	<u>1731741</u>	<u>TMA984420</u>	(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 (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, handsaws, 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	<u>N/A</u>	<u>2017-11-07</u>	<u>2032-11-07</u>
<u>HARDWARE AND A WHOLE LOT MORE</u>	<u>1414078</u>	<u>TMA760938</u>	<u>N/A</u>	(1) Retail sale of hardware, gardening products, automotive products, agricultural products, housewares, clothing, and sporting goods.	<u>2010-03-04</u>	<u>2035-03-04</u>
<u>COUNTRY PRO</u>	<u>1294729</u>	<u>TMA685179</u>	(1) Hand and gardening tools.	<u>N/A</u>	<u>2007-03-30</u>	<u>2032-03-30</u>
(Add) 	<u>725830</u>	<u>TMA460634</u>	<u>N/A</u>	(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.	<u>1996-08-02</u>	<u>2026-08-02</u>

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Nice Class (Goods)</u>	<u>Nice Class (Services)</u>	<u>Registration Date</u>	<u>Renewal Deadline</u>
				<u>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.</u>		
(Add) 	<u>388987</u>	<u>TMA225095</u>	<u>(1) Glues; plant foods; fertilizers; Starting fluids; oil treatment compounds; engine flushes; methyl hydrate; windshield washer antifreeze; antifreeze; putty; transmission fluids; Automobile body putty.</u> <u>(2) Paints.</u> <u>(3) Sandpaper; abrasive cloth; carpet cleaners.</u> <u>(4) Motor oils; engine additives; Fuels for camp stoves and lanterns; charcoal briquettes; waxes.</u> <u>(5) Fly vapour strips; insect and pest powder, sprays and liquid.</u> <u>(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.</u> <u>(7) Self-lubricating gear pumps; flexator pumps; power winches; power drills; power saws; power sanders; power grinders; utility gas motors; oil burner motors; air 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 planers; radial arm saws; lawn mower blades; nozzles; lawn mowers; garden seeders; Bits; tackler hoists; tillers; 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.</u> <u>(8) Bolt cutters; pliers; cutters; scissors; 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;</u>	<u>N/A</u>	<u>1977-12-30</u>	<u>2032-12-30</u>

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Nice Class (Goods)</u>	<u>Nice Class (Services)</u>	<u>Registration Date</u>	<u>Renewal Deadline</u>
			<p>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, lens.</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; barbeque lighters; camp stove lighters; patio lanterns; barbeques; 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>			

Trademark	Application No.	Registration No.	Nice Class (Goods)	Nice Class (Services)	Registration Date	Renewal Deadline
			<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; spachling 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 cushions; bins; furniture casters; tables; chairs; serving carts.</p> <p>(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; cannisters; frying pans; coffee pots; canners; drain boards; dish pans; garbage cans; pails; wash tubs.</p> <p>(19) Awnings and awning pulleys; tarpaulins; Lariats; bailer twine; Tow ropes; Fishing nets; tents, unfitted swimming pool covers.</p> <p>(20) Towels; face cloths; sleeping bags; Dry goods, namely, comforters.</p> <p>(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.</p> <p>(22) Pins; Belt buckles; ribbons.</p> <p>(23) Mats.</p> <p>(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; tetherballs; 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.</p>			
FLYING FRIENDS WILD BIRD SEED	0663315	TMA436051	Wild bird seed, sunflower seeds, millet, peanuts, niger and blends; wild bird feeders; bird baths		1994-11-25	2034-11-25
FLYING FRIENDS CLUB & DESIGN	0686085	TMA411761	Providing special customer rebate programs for purchasing bird seed.		1993-04-30	2033-04-30

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Nice Class (Goods)</u>	<u>Nice Class (Services)</u>	<u>Registration Date</u>	<u>Renewal Deadline</u>
(Add) 						

SCHEDULE A (V)

ASSETS LISTING

Unregistered Trademarks

<u>Trademark</u>	<u>Application No.</u>	<u>Nice Class (Goods)</u>	<u>Nice Class (Services)</u>	<u>Application Date</u>
<p>(Add) </p>	<u>2260228</u>	<u>(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; 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</u>	<u>(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</u>	<p>App. Date: <u>2023-05-25</u></p>
<u>homesPACE</u>	<u>2102423</u>	<u>(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; 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.</u>	<u>(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.</u>	<p>App. Date: <u>2021-04-26</u></p>
(Add) <u>neseeds.ca</u>	<u>2096857</u>	<u>(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.</u>	<u>(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.</u>	<p>App. Date: <u>2021-04-01</u></p>

SCHEDULE B

FORM OF MONITOR'S CERTIFICATE

COURT FILE NUMBER 2501 01350

Clerk's Stamp

COURT COURT OF ~~QUEEN'S~~KING'S BENCH OF ALBERTA

Clerk's Stamp

JUDICIAL CENTRE CALGARY

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

~~PLAINTIFF~~

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

~~DEFENDANT~~

DOCUMENT **RECEIVER'S MONITOR'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
Fax: +1 403.264.5973

Howard A. Gorman, KC / Aaron Stephenson / Meghan Parker
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File No.: 1001279041

RECITALS

~~A. Pursuant to an Order of the Honourable Justice [Name] of the Court of Queen's Bench of Alberta, Judicial District of _____ (the "Court") dated [Date of Order], [Name of Receiver] was~~

~~appointed as the receiver (the "Receiver") of the undertakings, property and assets of [Debtor] (the "Debtor").~~

A. ~~B.~~ Pursuant to an Order of the Court dated [~~D~~date], the Court approved the agreement of purchase and sale made as of [~~Date of Agreement~~April 15, 2025] (the "~~Sale Agreement~~") between ~~the Receiver and [Name of Purchaser]~~ (the "~~Peavey Industries LP (Peavey) and 2607781 Alberta Ltd. (the Purchaser)~~") and provided for the vesting in the Purchaser of ~~the Debtor's~~Peavey's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver~~Monitor to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing ~~as set out in section *~~ of the Sale Agreement have been satisfied or waived by ~~the Receiver~~Peavey and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the ~~Receiver~~Monitor.

B. ~~C.~~ Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE ~~RECEIVER~~Monitor CERTIFIES the following:

1. The Purchaser (or its nominee) has paid ~~and the Receiver has received~~ the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing ~~as set out in section *~~ of the Sale Agreement have been satisfied or waived by ~~the Receiver~~Peavey and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the ~~Receiver~~Monitor.
4. This Certificate was delivered by the ~~Receiver~~Monitor at [Time] on [Date].

~~[Name of Receiver]~~FTI Consulting Canada Inc., in its capacity as ~~Receiver~~Monitor of the undertakings, property and assets of ~~[Debtor]~~Peavey, and not in its personal capacity.

Per: _____

Name:

Title:

SCHEDULE C
IDENTIFIED CLAIMS

None.

SCHEDULE "H"
ORDER ASSIGNING LEASE

COURT FILE NUMBER 2501 01350
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

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 **ORDER (ASSIGNMENT OF MOUNT FOREST LEASE)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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File No.: 1001279041

DATE ON WHICH ORDER WAS PRONOUNCED: April 25, 2025

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice Simard

LOCATION OF HEARING: Calgary, Alberta via WebEx

UPON the Application of Peavey Industries General Partner Limited, TSC Stores GP Inc., Guys Freightways Ltd., and Peavey Industries Limited (the **Applicants**) under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the **CCAA**), and pursuant to the Assignment of Lease, dated effective April 4, 2025 (the **Assignment Agreement**), as between Peavey Industries LP, by its general partner, Peavey Industries General Partner Limited (the **Assignor**), and Shoppers Realty Inc. (the **Assignee**), for an Order, among other things, assigning to the Assignee the rights and obligations of Peavey under and to the Lease; AND UPON having read the Application and the **[Fourth Report]** of the Monitor, FTI Consulting Inc. (the **Monitor**); **AND UPON** hearing counsel for the Applicants, Peavey Industries LP, and Peavey Industries Mutual Fund Trust (collectively, the **Peavey Group**), and any other party that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE AND DEFINED TERMS

1. Service of notice of this application and the supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application.
2. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to such terms in the Assignment Agreement.

ASSIGNMENT OF LEASE

3. Upon Closing:
 - (a) all of the rights and obligations of the Assignor under and to the Lease shall be assigned, conveyed and transferred to, and assumed by, the Assignee pursuant to section 11.3 of the CCAA, free and clear of (i) any non-monetary liabilities or obligations arising or accruing from the use or occupation of the Leased Premises prior to the Closing; (ii) any liabilities or obligations arising or accruing from the use of, or occupation of, the Leased Premises from the Filing Date to the Closing as between the Assignor and Crombie Property Holdings Limited (the **Landlord**); (iii) any liabilities or claims arising from all tangible and intangible assets, properties or rights of the Assignor; and, (iv) any liabilities that arise out of, or from, the employment or engagement by the Assignor of any employees and/or termination or severance of such engagement or employment;
 - (b) the assignment of the Lease shall be valid and binding upon the Landlord notwithstanding any restriction, condition or prohibition contained in the Lease relating to the assignment thereof, including any provision requiring the consent of the Landlord or any other party to the assignment;
 - (c) the Landlord shall be prohibited from exercising any rights or remedies under the Lease, and shall be forever barred, enjoined and estopped from taking such action, by reason solely of:
 - (i) the Assignor having sought or obtained relief under the CCAA;
 - (ii) the insolvency of the Assignor; or
 - (iii) any failure of the Assignor to perform any non-monetary obligation under the Lease;

and for greater certainty, nothing herein shall limit or exempt the Assignee in respect of obligations accruing, arising or continuing under the Lease after the Closing other than in respect of items (a) to (b), above; and

- (d) all monetary defaults owing or outstanding as of the Closing Date, if any, other than those arising by reason only of the insolvency of the Assignor, the commencement of these CCAA proceedings, or the failure of the Assignor to perform any non-monetary obligation under the Lease, shall be paid on Closing in accordance with the respective obligations of the Assignor and Assignee under the Lease and the Assignment Agreement.
- 4. Upon Closing, the Peavey Group shall have no continuing rights, liabilities, or obligations under the Lease.
 - 5. Upon Closing, the Assignee shall be entitled to all of the rights and benefits and subject to all of the obligations as tenant pursuant to the terms of the Lease and registrations thereof and may enter into and upon and hold and enjoy the Premises and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with and subject to the terms of the Lease, without any interruption from the Assignor or the Landlord.

MISCELLANEOUS MATTERS

- 6. For greater certainty, notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the **BIA**), in respect of the Assignor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Assignor; and
 - (d) the provisions of any federal or provincial statute:

the assignment of the Lease to the Assignee in accordance with this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Assignor and shall not be void or voidable by creditors of the Assignor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. Notwithstanding any other provisions of this Order, the Assignor shall continue to be entitled to exercise all of its rights to set-off (or any other contractual rights) and apply any and all post-filing amounts that the Assignor owes or may come to owe to any party, as the case may be, as against any amounts that are owed by such party to the Assignor.
8. The Applicants and the Monitor shall be at liberty to apply for further advice, assistance and direction as may be necessary or desirable in order to give full force and effect to the terms of this Order, on notice to any party likely to be affected by the order sought or on such notice as this Court requires.
9. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Peavey Group, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Peavey Group and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Peavey Group and the Monitor and their respective agents in carrying out the terms of this Order.
10. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
 - (b) Posting a copy of this Order on the Monitor's website at:
<http://cfcanada.fticonsulting.com/peavey/>and service on any other person is hereby dispensed with.

11. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

SCHEDULE "I"

DOMAIN REGISTRANT DISCLOSURE ORDER

COURT FILE NUMBER 2501 01350
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
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 **ORDER (Domain Name Disclosure)**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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DATE ON WHICH ORDER WAS PRONOUNCED: April 25, 2025
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice Simard
LOCATION OF HEARING: Calgary, Alberta via WebEx

UPON the Application of Peavey Industries General Partner Limited, TSC Stores GP Inc., Guys Freightways Ltd., Peavey Industries Limited, Peavey Industries LP, and Peavey Industries Mutual Fund Trust (the **Peavey Group**) jointly with Tractor Supply Company (**TSC**) for an Order compelling the Canadian Internet Registration Authority (**CIRA**) to disclose certain domain name registrant information; **AND UPON** having read the Monitor's Third Report, filed March 27, 2025, and the Monitor's Fourth Report, filed; **AND UPON** hearing counsel for the Peavey Group and counsel for TSC, and any other party that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of notice of this application and the supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application.
2. CIRA shall disclose the following information to the Peavey Group and TSC:
 - (a) the identity and contact information of the domain name registrant for tractorsupply.ca domain name (the **Registrant**), including the postal address and email address of the Registrant, if available; and
 - (b) the name of the administrative contact and technical contact of the Registrant; and
 - (c) the postal address and email address of the Registrant's administrative contact and technical contact, as at the following dates:
 - (i) January 27, 2025 along with confirmation that the named registrant had held the domain name from at least as early as January 2023, upon transfer from TSC Stores Inc.;
 - (ii) March 26, 2025; and
 - (iii) The date of this Order and thereafter, if the domain name is transferred to another unknown party.

(the **Registrant Information**).

3. Disclosure of the Registrant Information shall be completed no later than 30 days from the date of this Order.
4. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;

- (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
- (b) Posting a copy of this Order on the Monitor's website at:
<http://cfcanada.fticonsulting.com/peavey/>

and service on any other person is hereby dispensed with.

5. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

SCHEDULE "J"
RESTRICTED COURT ACCESS ORDER

COURT FILE NUMBER 2501 01350
 COURT COURT OF KING'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY

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 **RESTRICTED COURT ACCESS ORDER**

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File No.: 1001279041

DATE ON WHICH ORDER WAS PRONOUNCED: April 25, 2025

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice C. Simard

LOCATION OF HEARING: Calgary, Alberta via WebEx

UPON the Application of Peavey Industries General Partner Limited, TSC Stores GP Inc., Guys Freightways Ltd. and Peavey Industries Limited (the **Applicants**); **AND UPON** having read the Fourth Report of the Monitor, FTI Consulting Inc. (**Monitor**); **AND UPON** reviewing the Initial Order granted in the proceedings under the *Companies Creditors Arrangement Act*, RSC 1985, c C-36 (**CCAA**) by the Honourable Justice Feasby on January 27, 2025, as amended and restated on February 6, 2025, by the Honourable Justice Johnston (the **Initial Order**); **AND UPON** hearing counsel for the Applicants, Peavy Industries LP, and Peavey Industries Mutual Fund Trust (collectively, the **Peavey Group**), and any other party that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of the notice of application of this Restricted Court Access Order is hereby abridged and deemed good and sufficient, if necessary, and this application is properly returnable today.
2. An unredacted copy of the Confidential Supplement to the Fourth Report of the Monitor shall be filed in an envelope, which will be marked as "SEALED PURSUANT TO COURT ORDER – NOT TO BE OPENED WITHOUT PRIOR ORDER OF THIS COURT", and which shall be maintained as sealed, confidential and not forming part of the public record.
3. The Applicants, or any person, entity or party affected by this order, may apply to have this Order vacated, substituted, modified or varied, with such application to be brought on notice to the Peavey Group, the Monitor and any other affected party.
4. This Order shall be posted by the Monitor to <http://cfcanada.fticonsulting.com/peavey/>, and served by the Applicants on the service list maintained by the Applicants or who otherwise are reasonably known by the Applicants to be affected by this Order. Service may be effected by facsimile, electronic mail, personal delivery or courier.

Justice of the Court of King's Bench of Alberta