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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
PEAVEY INDUSTRIES GENERAL
PARTNER LIMITED, TSC STORES
GP INC., GUYS FREIGHTWAYS
LTD., and PEAVEY INDUSTRIES
LIMITED

DOCUMENT

ORDER

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

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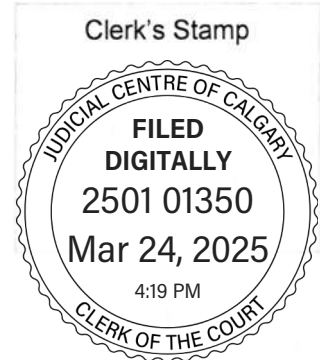
Attention: James W. Reid / Natasha Doelman
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File No. 0284679.0002

DATE ON WHICH ORDER WAS PRONOUNCED: March 19, 2025
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice C.M. Jones
LOCATION OF HEARING: Calgary Courts Centre

UPON the application of 1903P Loan Agent, LLC (the "**Agent**");

AND UPON having read the application of the Agent and the Affidavit of Kyle Shonak sworn March 7, 2025, and the Affidavit of Service of Marica Ceko sworn March 10, 2025;

AND UPON reading the Second Report of the Monitor, FTI Consulting Canada Inc. (the "**Monitor**"), dated March 7, 2025;



AND UPON reviewing the Initial Order granted under the *Companies Creditors Arrangement Act*, RSC 1985, c C-36 ("**CCAA**") by the Honourable Justice Feasby on January 27, 2025, and the Amended and Restated Initial Order granted under the CCAA by the Honourable Justice Johnston on February 6, 2025 (the "**ARIO**");

AND UPON hearing from counsel for the Agent, counsel to Peavey Industries LP, Peavey Industries General Partner Limited, TSC Stores GP Inc., Guys Freightways Ltd., Peavey Industries Limited and Peavey Industries Mutual Fund Trust (collectively, the "**Peavey Group**"), counsel to the Monitor, and from any other party that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the application materials is deemed good and sufficient, and this application is properly returnable today.

AMENDMENT TO THE ARIO

2. Paragraph 35 of the ARIO shall be amended as follows:

35. Notwithstanding any existing or ongoing defaults by the Peavey Group under the 1903 Credit Agreement, the Peavey Group is authorized and directed to continue to use the 1903 Revolving Loan Facility under the Cash Management System that is granted by 1903P Loan Agent, LLC, as lender and agent (the **Agent**) pursuant to the 1903 Credit Agreement, as defined and described in Anderson Affidavit #1, for the purposes of interim financing. For greater certainty, (i) the Peavey Group is authorized and directed, despite existing and ongoing defaults under the 1903 Credit Agreement, to borrow, repay and re-borrow such amounts from time to time as the Peavey Group may consider necessary or desirable under the 1903 Credit Agreement, subject to the terms and conditions of the 1903 Credit Agreement and this Order; and (ii) for so long as the Peavey Group remains authorized and directed to borrow, repay and re-borrow under the 1903 Credit Agreement, 1903P Loan Agent, LLC, in its capacity as interim lender (the **Interim Lender**) is, subject to the Charges, authorized to apply receipts and deposits made to the Peavey Group's bank accounts, whether directly or through blocked accounts, against pre-filing indebtedness owing under the 1903P Credit Agreement up to the maximum aggregate amount of \$85,516,297.41 plus legal

and professional fees, costs and expenses, and any and all other costs, fees, expenses and amounts as provided under the 1903P Credit Agreement. For greater certainty, receipts and deposits shall not be applied against pre-filing indebtedness in excess of the maximum aggregate amount owing under the 1903P Credit Agreement, taking into account any amounts paid under the 1903P Credit Agreement during this CCAA Proceeding.

3. Other than the aforementioned amendment, the ARIO as pronounced shall remain in full force and effect.



Justice of the Court of King's Bench of Alberta