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COURT FILE NUMBER

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COURT

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JUDICIAL CENTRE

CALGARY

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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 AND
ARRANGEMENT OF PEAVEY INDUSTRIES GENERAL
PARTNER LIMITED, TSC STORES GP INC. AND
PEAVEY INDUSTRIES LIMITED



DOCUMENT

**ORDER (APPROVAL OF KEIP PAYMENTS AND
ENHANCED MONITOR'S POWERS ORDER)**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

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DATE ON WHICH ORDER WAS PRONOUNCED: May 15, 2025

LOCATION OF HEARING: Calgary, Alberta

NAME OF JUDGE WHO MADE THIS ORDER: Justice J.S. Little

UPON the application (the "**Application**") of FTI Consulting Canada Inc., in its capacity as the court-appointed monitor (the "**Monitor**") of Peavey Industries General Partner Limited, TSC Stores GP Inc., and Peavey Industries Limited (collectively, the "**Applicants**") pursuant to the initial order granted under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") on January 27, 2025, as subsequently amended and restated on February 6, 2025 (collectively, the "**ARIO**"), in the within proceedings (the "**CCAA Proceedings**"); **AND UPON** reading the Fifth Report of the Monitor dated May 12, 2025 (the "**Fifth Monitor's Report**"), filed; **AND UPON** reading the Affidavit of Service of Katie Hynne, sworn on May 14, 2025 (the "**Service Affidavit**"), filed; **AND UPON** hearing counsel for the Monitor and for any other parties who may be present.

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application and the Fifth Monitor's Report is abridged, the Application is properly returnable today, service of the Application and the Fifth Monitor's Report on the service list (the "**Service List**") attached as an exhibit to the Service Affidavit, in the manner described in the Service Affidavit, is good and sufficient, and no other persons other than those listed on the Service List are entitled to service of the Application or the Fifth Monitor's Report.

KEIP PAYMENT

2. The Applicants are hereby authorized and directed to make payments in the aggregate amount of \$250,000.00 in accordance with the terms of the KEIP (as defined in the ARIO).

ENHANCED MONITOR'S POWERS

3. Notwithstanding any other provision of the ARIO, in addition to other rights and obligations of the Monitor under the CCAA, the Monitor is hereby empowered and authorized, but not obligated, to act at once in respect of the property and business of the Applicants and, without in any way limiting the generality of the foregoing, the Monitor is hereby expressly empowered and authorized to do any of the following where the Monitor considers it necessary or desirable (collectively, the "**Monitor's Enhanced Powers**"):
 - (a) take possession of and exercise control over the Applicants' present and after-acquired assets, property and undertakings (the "**Property**"), and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Monitor's ability:
 - (i) to abandon, dispose of, or otherwise release any interest in any of the Applicants' real or personal property, or any right in any immovable; and
 - (ii) upon further order of the Court, to abandon, dispose of, or otherwise release any license or authorization issued by any government authority;
 - (b) receive, preserve and protect the Applicants' Property, or any part or parts thereof;

- (c) manage, operate and carry on the business of the Applicants, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, cease to perform any contracts of the Applicants, hire or terminate employees as the Monitor may consider necessary, and wind down any employee benefit plans as the Monitor may consider appropriate;
- (d) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, financial advisors, investment dealers, and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Monitor's Enhanced Powers;
- (e) purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Applicants or any part or parts thereof;
- (f) receive and collect all monies and accounts now owed or hereafter owing to the Applicants and to exercise all remedies of the Applicants in collecting such monies, including, without limitation, to enforce any security held by the Applicants;
- (g) settle, extend or compromise any indebtedness owing to or by the Applicants;
- (h) execute, assign, issue and endorse documents of whatever nature in respect of any of the Applicants' Property or business, whether in the Monitor's name or in the name and on behalf of the Applicants, for any purpose;
- (i) undertake environmental or workers' health and safety assessments of the Property and operations of the Applicants;
- (j) initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Applicants, the Property or the Monitor (in relation to the exercise by the Monitor of the Enhanced Powers), and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in the Stay Extension and Enhanced Monitor Powers Order shall authorize the Monitor to defend or settle the action in which

the ARIO was made unless otherwise directed by this Court, or to deal with any other issue as the Monitor may request;

- (k) market any or all of the Applicants' Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Monitor in its discretion may deem appropriate;
- (l) sell, convey, transfer, lease or assign or otherwise enter into transactions respecting the Applicants' Property or any part or parts thereof out of the ordinary course of business with the approval of this Court and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required;
- (m) apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Applicants' Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) report to, meet with and discuss with such affected persons as the Monitor deems appropriate all matters relating to the Applicants' Property, business, and these proceedings, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable;
- (o) register a copy of the ARIO and any other orders in respect of the Applicants' Property against title to any of the Applicants' Property;
- (p) cause any of the Applicants to make a voluntary assignment into bankruptcy in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada);
- (q) apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Monitor, in the name of the Applicants;
- (r) enter into agreements with any trustee in bankruptcy appointed in respect of the Applicants, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Applicants;

- (s) exercise any shareholder, partnership, joint venture or other rights which the Applicants may have; and take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other persons, including the Applicants, and without interference from any other person.

MONITOR PROTECTIONS

4. The enhancement of the Monitor's powers as set for in this Order, the exercise by the Monitor of any of its powers, the performance by the Monitor of any of its duties, or the employment by the Monitor of any person in connection with its appointment and the performance of its powers and duties shall not constitute the Monitor as an employer, successor employer, or related employer of the employees of the Applicants or any employee caused to be hired by the Applicants by the Monitor within the meaning of any provincial, federal or municipal legislation, other relevant legislation, regulation, common law, or rule of law or equity governing employment, pensions, or labour standards for any purpose whatsoever or expose the Monitor to any liability to any individual arising from or relating to their employment or previous employment Applicants; Without limiting the provisions of the ARIO, all employees and consultants of the Applicants shall remain employees or consultants of the Applicants until such time as the Monitor, on the Applicants' behalf, may terminate the employment of such employees or other contractual or consulting agreements. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities or duties, including, without limitations, wages, severance pay, termination pay, vacation pay and pension or benefit amounts.
5. The Monitor is not and shall not be or be deemed to be a principal, director, officer, or employee of the Applicants.
6. The Monitor shall continue to have the benefits of all of the indemnities, charges, protections and priorities as set out in the ARIO and any other Order of this Court and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor and the fulfillment of its duties or the carrying out of the provisions of this Order.
7. The Applicants shall cooperate fully with the Monitor and any directions it may provide pursuant to this Order and shall provide such assistance as the Monitor may reasonably

request from time to time to enable the Monitor to carry out its duties and powers as set out in the ARIO, this Order, or any other Order of this court under the CCAA or applicable law, generally.

8. Nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of any of the Applicants within the meaning of any relevant legislation, regulation, common law, or rule of law or equity. For greater clarity, any distribution to creditors of any of the Applicants administered by the Monitor on behalf of any of the Applicants will be deemed to have been made by any of the Applicants, themselves.
9. Notwithstanding the enhancement of the Monitor's powers and duties as set forth herein, the exercise by the Monitor of any of its powers, or the performance by the Monitor of any of its duties, the Monitor is not, and shall not be deemed, to be the owner of the Property for any purpose and nothing contained herein shall require the Monitor to occupy or take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might be cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act* or any other provincial or federal regulations in Canada or internationally ("**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in Possession.
10. In addition to the rights and protections afforded to the Monitor under the CCAA, the ARIO, this Order, or any other Order granted by this Honourable Court or as an officer of this Court, the Monitor shall incur no liability or obligation, in its personal or corporate capacity, as a result of its appointment or the carrying out of the Provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall

derogate from the protections afforded the Monitor by the CCAA or any applicable legislations.

11. The power and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of the Applicants with respect to such matters and in the event of a conflict, the terms of this Order and those of the ARIO or any other Order of this Court, the provisions of this Order shall govern.

MISCELLANEOUS MATTERS

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

- (a) Serving 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.



Justice of the Court of King's Bench of Alberta