Court File No. 2022 01G 1964

**IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR**

**IN BANKRUPTCY AND INSOLVENCY**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF EDWARD COLLINS CONTRACTING LIMITED, H & E DESIGNS LTD., CLASSIC SECURITY LTD., FGC HOLDINGS LTD. AND 51037 NEWFOUNDLAND & LABRADOR INC.**

# CLAIMS PROCEDURE ORDER

**Before the Honourable Justice Alexander MacDonald on November 6, 2023**

**UPON MOTION** made by FGC Holdings Ltd. (the "**Company**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended for an order approving a process for the determination and resolution of claims filed against the Company and authorizing Grant Thornton Limited, in its capacity as the monitor of the Company (in such capacity, the "**Monitor**"), to administer the claims process in accordance with its terms;

**AND UPON READING** the Report of the Monitor and other materials filed in this proceeding and on hearing the submissions of counsel for the Company, the Monitor and such other counsel who were present and wished to be heard;

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Filed Nov 27/23 214

**ON READING** the affidavits of Josh Collins and the Exhibits attached thereto, the Tenth Report of Grant Thornton Limited ("**GTL**") dated November 3, 2023, as Court appointed monitor of FGC (in such capacity, the "**Monitor**");

**ON HEARING** the submissions of counsel for FGC, counsel for the Royal Bank of Canada, and counsel for the Canada Revenue Agency, and such other counsel that were present, no one else appearing for any party:

**IT IS HEREBY ORDERED THAT:**

1. The time for service of the Notice of Motion is hereby abridged and validated so that this Motion is properly returnable today and further service thereof is hereby dispensed with.

**DEFINITIONS**

2. The following terms shall have the following meanings ascribed thereto:

"**Acknowledgement of Claim**" means the acknowledgement contemplated in paragraph 13 herein;

"**Books and Records**" means: (i) the books and records of the Company in possession of the Company or the Monitor; and (ii) any documentation and information provided to the Monitor by others, to the extent that the Monitor believes such documentation and information to be accurate and true;

"**Business Day**" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in St. John's, Newfoundland and Labrador;

"**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

"**Claim**" means any right of any Creditor against the Company in connection with any indebtedness, liability or obligation of any kind of the Company, which indebtedness, liability or obligation, excluding accruing interest, as of October 5, 2022, whether said indebtedness, liability or obligation had or has not been reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such a right is executory in nature, and for greater certainty any interest on such obligation forms part of the Claim, but excluding therefrom any: (i) Claims which were statute barred as of the date of the Initial Order, and (ii) any Claims that were subject to the Holdback Claims Procedure Order;

"**Claims Bar Date**" means, for the purposes of these proceedings only, 5:00 p.m. on December 6, 2023, or such later date as may be ordered by the Court;

"**Claims Package**" means those materials described in paragraph 5 herein;

"**Claims Procedure Order**" means this Order;

"**Company**" means FGC Holdings Ltd.;

"**Court**" means the Supreme Court of Newfoundland and Labrador;

"**Creditor**" means any Person having a Claim against the Company, and may, where the context requires, include the assignee of such a Claim or a trustee, receiver, receiver and

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manager, or other Person acting on behalf of such creditor and any Person having a statutory or other claim capable by law of taking priority over the claims of a Creditor;

"**Dispute Notice**" means a written notice to the Company, delivered by a Creditor who has received a Notice of Disallowance, in the form prescribed in **Schedule "E"** hereto;

"**Funds Distribution Process**" means the process set out in the draft Plan of Arrangement for the payment to creditors of the Creditor Fund defined therein;

"**Holdback Claims Procedure Order**" means the Order of the Court dated March 14, 2023, establishing a procedure for the determination and resolution of certain Claims relating to construction project receivables, holdbacks, liquidated damages and forced account balances owing;

"**Initial Order**" means the amended and restated initial order of the Court made on October 17, 2022;

"**Instruction Letter**" means the instruction letter to Creditors attached in **Schedule "B"** hereto, regarding completion by Creditors of the Proof of Claim and Schedule to Proof of Claim;

"**Notice of Disallowance**" means the notice in the form set out in **Schedule "D"** hereto, advising a Creditor that the Company has revised or rejected all, or part of such Creditor's Claim set out in the Proof of Claim and the Schedule to Proof of Claim submitted by that Creditor;

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**"Notice to Creditors"** means the notice referred to herein, substantially in the form attached as **Schedule "A"** hereto;

**"Person"** means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union, government authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;

**"Plan of Arrangement"** shall mean the draft Plan of Arrangement under Part 1 of the CCAA filed by the Company, as may be amended;

**"Proof of Claim"** means the form of Proof of Claim, attached as **Schedule "C"** hereto;

**"Proven Claim"** means the amount of the Claim of such Creditor finally determined in accordance with the provisions of the claims procedure described herein and the CCAA; and

**"Schedule to Proof of Claim"** means the Schedule to the Proof of Claim referred to in paragraph 3 herein.

**NOTICE TO CREDITORS AND OTHERS**

3. The Monitor shall, no later than four (4) Business Days following the making of the Claims Procedure Order, post a copy of the Claims Procedure Order (together with all Schedules) on the Monitor's Website at https://www.grantthornton.ca/ecc.

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4. The Monitor shall, by no later than November 13, 2023, cause to be published the Notice to Creditors in the Evening Telegram newspaper.

5. For the purpose of the Funds Distribution Process, the Monitor shall send by email or ordinary mail to each of the Creditors the appropriate form of Proof of Claim, Schedule to Proof of Claim and Instruction Letter substantially in the form attached as **Schedules "B" and "C"** (the "**Claims Package**") hereto, on or before 11:59 p.m. on November 9, 2023, requiring the Creditor to set out its Claim and to return the completed Proof of Claim and Schedule to Proof of Claim to the Monitor so that it is received by the Monitor on or before the Claims Bar Date.

6. The Monitor shall, provided such request is received prior to the Claims Bar Date, deliver as soon as reasonably possible following receipt of a request for a copy of the Claims Package to any Person claiming to be a Creditor and requesting such material.

7. The service of this Order on Creditors holding a Claim is the good and sufficient service of the Claims Bar Date on the Creditors and no other notice or service needs to be given or made.

**CLAIMS PROCEDURE**

8. The Monitor, in consultation with the Company, shall review each Proof of Claim and Schedule to Proof of Claim filed and, shall accept, revise or reject each Claim set out therein for purposes of the Funds Distribution Process. The Monitor shall, as soon as possible after receipt of a Proof of Claim but in any event no later than ten days following the Claims Bar Date (or such later date as the Monitor may specify if it has agreed prior to the Claims Bar Date to receive such Proof of Claim after the Claims Bar Date), notify each Creditor who has filed a Proof of Claim as to whether such Creditor's Claim has been revised or rejected and the reasons therefor by delivery of a Notice of Disallowance substantially in the form attached as **Schedule "D"** hereto. Where the

Monitor does not deliver by the aforementioned date a Notice of Disallowance to a Creditor who has submitted a Proof of Claim, then the Monitor shall be deemed to have accepted such Creditor's Claim, which Claim shall be treated as a Proven Claim for Funds Distribution Process purposes.

9. Any Creditor who intends to dispute a Notice of Disallowance shall, within ten calendar days of the date of the Notice of Disallowance, notify the Monitor in writing of such intention by delivery of a Dispute Notice substantially in the form attached as **Schedule "E"** hereto to the Monitor.

10. Where a Dispute Notice is delivered, the Creditor and the Monitor, in consultation with the Company, shall attempt to resolve same by agreement within fourteen (14) days of the delivery of the Dispute Notice. Where such a resolution by agreement is not reached, the Creditor shall within seven (7) days thereafter apply to have the value of its Claim determined by the Court.

11. Where a Creditor that receives a Notice of Disallowance fails to follow the procedure set out in paragraphs 9 and 10 herein, the value of such Creditor's Claim for all purposes of the Funds Distribution Process shall be deemed to be as set out in the Notice of Disallowance.

12. A Creditor that does not file a Proof of Claim by the Claims Bar Date or such later date as the Monitor and such Creditor may agree, or this Court may order, shall be forever barred from making any Claim against the Company and shall not be entitled to any distribution under the Funds Distribution Process, and such Creditor's Claim shall be forever extinguished and such Creditor will not be entitled to receive further notice with respect to the Claims Process or these proceedings.

13. Notwithstanding the foregoing, the Monitor shall, where it considers it appropriate to do so, or at the request of the Company, send to Creditors (copying the Company) an Acknowledgement of Claim, wherein the Monitor:

(a) acknowledges a Claim based on the Books and Records and sets out the information in such Books and Records relating to that Claim in which case the Creditor's information therein with respect to such Claim shall be deemed confirmed in all respects by the Creditor unless the Creditor elects to complete and file a request for amendment, together with supporting documentation, by the Claims Bar Date in which case: (a) the Monitor shall review and consider the request for amendment, and (b) the Monitor may accept the amendments requested, or revise or disallow them by way of Notice of Revision or Disallowance;

(b) Unless a request for amendment is received by the Monitor on or before the Claims Bar Date:

(i) the Acknowledgement of Claim and the Creditor's information therein shall be final and binding on the Creditor, and may be relied upon by the Monitor in valuing the Claim for all purposes, including, without limitation, for voting purposes in respect of any plan or compromise of arrangement that may be filed by the Company under the CCAA; and

(ii) the Creditor shall be barred from making any Claim inconsistent with the information contained in the Acknowledgement of Claim;

**PROTECTIONS FOR THE MONITOR**

14. The Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under (i) the CCAA, (ii) the Initial Order, or (iii) any other Order of the Court, is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Procedure Order or incidental thereto.

15. In carrying out the terms of this Claims Procedure Order:

(a) the Monitor shall have all the protections given to it by the CCAA, the Initial Order, any other Order of this Court, and as an officer of this Court, as applicable;

(b) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Claims Procedure Order save and except for any gross negligence or willful misconduct on its part;

(c) the Monitor shall be entitled to rely on the Books and Records and any information provided by the Company as well as documentation and information provided by others, including information and documentation provided by Creditors pursuant to this Claims Procedure Order, which the Monitor believes to be accurate and true, without independent investigation; and

(d) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such Books and Records or information.

## DIRECTIONS

16. The Monitor or the Company may, at any time, and with such notice as this Court may require, seek directions from this Court with respect to this Claims Procedure Order, the Claims Procedure set out herein, and the forms attached as Schedules hereto.

## DISTRIBUTION

17. Within forty-five (45) days after the Claims Bar Date, or the final resolution of all Claims made by Creditors, whichever is the later, the Company and/or the Monitor shall make motion to the Court upon notice to the Service List and all Creditors for a Final Distribution Order which shall, *inter alia*, establish and set out the priority for payment purposes of all Proven Claims.

## MISCELLANEOUS

18. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Process is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day.

19. Except as set out in this Order, any notice or communication (including Notices of Determination of Claims) to be given under this Order by the Monitor to a Creditor shall be in writing and may be delivered by prepaid ordinary mail, by courier, by delivery or electronic mail to the Claimant to such address or e-mail address, as applicable, for such Claimant as shown on the Books and Records of the Company or as set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Newfoundland and Labrador, the fifth Business Day after mailing within Canada (other than within Newfoundland and Labrador) and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business

Day following dispatch; and (iii) if delivered by email by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

20. This Claims Procedure Order does not and is not intended to provide for the calculation or methodology of determining distributions to Creditors but solely for providing a process for submitting and adjudicating Claims, including, without limitation, for voting purposes in respect of the Plan of Arrangement.

21. The Monitor, in consultation with the Company, may set off (whether by way of legal, equitable or contractual set-off) against the Claims of any Creditor, any claims of any nature whatsoever that the Company may have against such Creditor arising prior to the entry of this Claims Procedure Order, provided that such set off satisfies the requirements for legal, equitable or contractual set-off to the extent permitted by applicable law as may be determined by the Court. If there is any dispute between the Company or Monitor and the applicable Creditor, however, neither the failure to assert set off nor the allowance of any Claim hereunder shall constitute a waiver or release by the Company of any such claim that the Company may have against such Creditor.

22. The Monitor may, from time to time, apply to this Court for advice and directions in connection with the discharge or variation of its powers and duties under this Order.

23. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Monitor 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

orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Monitor and its agents in carrying out the terms of this Order.

24. The Monitor is at liberty, and is hereby authorized and empowered, to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

**DATED** at St. Johns, Province of Newfoundland and Labrador, this 6 day of November, 2023.

~~Deputy~~ Prothonotary

COURT
OFFIC

SCHEDULE "A"
NOTICE TO CREDITORS

Court File No. 2022 01G 1964

**IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR**

**IN BANKRUPTCY AND INSOLVENCY**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF EDWARD COLLINS CONTRACTING LIMITED, H & E DESIGNS LTD., CLASSIC SECURITY LTD., FGC HOLDINGS LTD. AND 51037 NEWFOUNDLAND & LABRADOR INC.**

**PLEASE TAKE NOTICE** that this notice is being published pursuant to an Order of the Supreme Court of Newfoundland and Labrador made November 6, 2023 (the "**Claims Procedure Order**"). Creditors of the Company having an obligation of any kind of the Company which, excluding accruing interest, as of October 5, 2022, should have received a claims package by email or mail from Grant Thornton Limited, Court-appointed Monitor (in such capacity, the "**Monitor**") of the Company. Creditors may also obtain the Claims Procedure Order and a claims package from the Monitor's website at https://www.grantthornton.ca/ecc or by contacting the Monitor by telephone at 902-420-7191 or by email at Phil.Clarke@ca.gt.com.

**Completed documents must be received by the Monitor by 5:00 p.m. (St. John's time) on December 6, 2023 (the "Claims Bar Date"). It is your responsibility to complete the appropriate documents and ensure that the Monitor receives your completed documents by the Claims Bar Date.**

**Amongst those creditors who do not need to file a Proof of Claim are: (i) creditors that receive an Acknowledgement of Claim from the Monitor and that do not disagree with the amount of their claim as stated therein, and (ii) creditors whose claims are not of the nature described herein. Please consult the Claims Procedure Order made on November 6, 2023 for details with respect to this and other exemptions.**

SCHEDULE “A”
NOTICE TO CREDITORS

**CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE FOREVER BARRED.**

SCHEDULE "B"
INSTRUCTIONS

**Instruction Letter for the Claims Procedure of FGC Holdings Inc. (the "Company")**

## A. CLAIM PROCEDURE FOR CREDITORS

By Order of The Supreme Court of Newfoundland and Labrador made October 5, 2023, under the *Companies' Creditors Arrangement Act* (the "**CCAA**"), the Company under the supervision of the Monitor, Grant Thornton Limited (the "**Monitor**"), has been authorized to conduct a claims procedure under the CCAA (the "**Claims Procedure**").

This letter provides instructions for responding to or completing the following forms:

- Proof of Claim
- Proxy
- Notice of Disallowance
- Dispute Notice

The Claims Procedure is intended for any Creditor with a claim against the Company prior to October 5, 2022 (collectively the "**Claims**"). Please review the enclosed material for the complete definition of Creditor and Claim.

If you have any questions regarding the Claims Procedure, please contact the Court-appointed Monitor at the address provided below.

All notices and enquiries with respect to the Company's Claims Procedure should be addressed to:

Phil Clarke

Grant Thornton Limited
1675 Grafton Street, Suite 1000
Halifax, NS, Canada B3J 0E9
Tel 902-420-7191
Fax 902-420-1068
Phil.clarke@ca.gt.com

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SCHEDULE "B"
INSTRUCTIONS

## B. FOR CREDITORS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim against the Company you will have to file a Proof of Claim with the Monitor. The Proof of Claim must be received by 5:00 p.m. (St. John's Time) on December 6, 2023, the Claims Bar Date, unless the Monitor agrees in writing or the Court orders that the Proof of Claim be accepted after that date.

Additional Proof of Claim forms can be obtained by contacting the Monitor at the telephone, email and fax numbers indicated above and providing particulars as to your name, address and facsimile number. Once the Monitor has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

If the Monitor, after consultation with the Company, disagrees with the value or status that you have ascribed to your Claim or the validity of your Claim as set out in your Proof of Claim, you will receive a Notice of Disallowance from the Monitor (see "For Creditors Receiving Notice of Disallowance" below for details).

## C. FOR CREDITORS RECEIVING NOTICE OF DISALLOWANCE

If you have sent a Proof of Claim, the Monitor, after consultation with the Company, is entitled to challenge the valuation, status or validity of your Claim by sending to you a Notice of Disallowance no later than December 13, 2023, whichever is later. If the Monitor does not send you such a Notice, the Company is deemed to have accepted your Claim (but not any priority you may assert).

## D. FOR CREDITORS SUBMITTING DISPUTE NOTICE

If you are sent a Notice of Disallowance, you are entitled to dispute the disallowance of your Claim by sending by delivery, facsimile or courier a Dispute Notice (which will be enclosed with your Notice of Disallowance) to the Monitor which must be received by no later than ten (10) days after the issuance of the Notice of Disallowance. If a Dispute Notice is not received by the Monitor by this time, your Claim will be finalized on the basis set out in the Notice of Disallowance.

Once the Monitor has received your Dispute Notice, you will be contacted by the Monitor to see if the dispute can be resolved. If the dispute cannot be resolved within fourteen (14) days of the delivery of the Dispute Notice, you must within seven (7) days thereafter apply to have the value of your Claim determined by the Court, failing which the Notice of Disallowance shall stand and be absolutely determinative of your claim.

## SCHEDULE "C": PROOF OF CLAIM

### A. PARTICULARS OF CREDITORS

1 Full Legal Name of Creditor: [*specify*] (the " Creditor").

(Full legal name should be the name of the original Creditor of the Company, notwithstanding an assignment of a Claim, or a portion thereof, has occurred).

2 Full Mailing Address of the Creditor [*the original Creditor not the Assignee*]: [*specify*]

3 Telephone Number: [*telephone number*]

4 Facsimile Number: [*fax number*]

5 Attention (Contact Person): [*specify*]

Has the Claim been sold or assigned by the Creditor to another party?

Yes [ ] No [ ]

### B. PARTICULARS OF ASSIGNEE(S) [*if any*]

1 Full Legal Name of Assignee(s): [*specify*]

[*If Claim has been assigned, insert full legal name of assignee(s) of Claim (if all or a portion of the Claim has been sold). If there is more than one assignee, please attach separate sheet with the required information.*]

2 Full Mailing Address of the Assignee: [*specify*]

3 Telephone Number: [*telephone number*]

4 Facsimile Number: [*fax number*]

5 Attention (Contact Person): [*specify*]

### C. PROOF OF CLAIM

I, [*name of Creditor or Representative of the Creditor*], do hereby certify:

1 that I [*tick one*]

[ ] am the Creditor of the Company; **OR**

[ ] hold the position of [*specify*] of the Creditor,

and have knowledge of all the circumstances connected with the Claim described therein;

2 the Creditor asserts its claim FGC Holdings Ltd., and

3 FGC Holding Ltd. is indebted to the Creditor as follows:

**TOTAL CLAIM:** $[*amount*] CAD

(Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot rate as at October 5, 2022.)

### D. PARTICULARS OF CLAIM

The Particulars of the undersigned's total Claim and Security are attached.

SCHEDULE "C": PROOF OF CLAIM

(Provide all particulars of the Claim and supporting documentation, including amount, description of transaction[*s*] or agreement[*s*] giving rise to the Claim, name of any guarantor who has guaranteed the Claim, and amounts of invoices, particulars of all credits, discounts, *etc.* claimed, description of the security granted by the Company to the Creditor and estimated value of such security.)

**DO NOT ASSERT OR CLAIM ANY PRIORITY FOR YOUR CLAIM. THE PRIORITY OF ALL CLAIMS WILL BE DETERMINED BY THE COURT IN A SUBSEQUENT FINAL DISTRIBUTION ORDER. YOU WILL RECEIVE NOTICE OF THE APPLICATION FOR SAID ORDER, AND YOU WILL BE ABLE TO MAKE REPRESENTATIONS AS TO PRIORITIES AT THAT TIME.**

Dated at [*place*] this [*day*] day of _____, 2023

Per: ____________________________

[*Name of Creditor*]

This Proof of Claim must be received by the Monitor no later than 5:00 p.m. (St. John's Time) on December 6, 2023, by delivery, courier, email or facsimile at the following address:

Attention: Phil Clarke
Grant Thornton Limited
1675 Grafton Street, Suite 1000
Halifax, NS, Canada B3J 0E9

Fax 902-420-1068

Email: Phil.clarke@ca.gt.com

SCHEDULE "D" NOTICE OF DISALLOWANCE

Reference Number [*number*]

**NOTICE OF DISALLOWANCE**

In the Matter of FGC Holdings Ltd. (the "Company") and the *Companies' Creditors Arrangement Act*

*Please read carefully the Instruction Letter accompanying this Notice.*

| | |
|---|---|
| **TO:** | [*name of Creditor*] |
| | The Monitor hereby gives you notice that they have reviewed your Claim and has revised or rejected your Claim. |

**REASONS FOR DISALLOWANCE OR REVISION**

*Explanation of revision or rejection*

If you dispute this Notice of Disallowance, the Monitor must receive from you a Dispute Notice (which is enclosed with this Notice of Disallowance), which must be received by no later than Ten (10) days after the issuance of this Notice of Disallowance. If a Dispute Notice is not received by the Monitor by this time, your Claim will be finalized on the basis set out in this Notice of Disallowance.

The form of Dispute Notice is enclosed.

If you do not deliver a Dispute Notice, your Claim shall be deemed to be as set out in this Notice of Disallowance.

**IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF DISALLOWANCE WILL BE BINDING UPON YOU.**

Dated at Halifax, Nova Scotia, this ____ day of ____________, 2023.

______________________________

Phil Clarke, Grant Thornton Limited
in its capacity as the Court-appointed monitor
of FGC Holdings Ltd.

SCHEDULE "E" DISPUTE NOTICE

**Dispute Notice**

TO: Grant Thornton Limited, in its capacity as Monitor of FGC Holdings Ltd.

*Please read carefully the Instruction Letter accompanying this Notice.*

We hereby give you notice of our intention to dispute the Notice of Disallowance bearing Reference Number [*number*] and dated [*date*] issued in respect of our claim.

Reasons for Dispute [*attach additional sheet and copies of all supporting documentation if necessary*]: [*specify*]

Name of Creditor: [*specify*].

______________________________

[*Signature of individual completing this dispute*] [*date*]

______________________________

[*Please print name and position*]

Telephone Number: [*telephone number*]

Facsimile Number: [*fax number*]

Full Mailing Address: [*address*]

**THIS FORM TO BE RETURNED TO THE MONITOR BY COURIER OR FACSIMILE AND BE RECEIVED NO LATER THAN 5:00 P.M., Halifax time, WITHIN 10 DAYS OF THE DATE OF THE NOTICE OF DISALLOWANCE BY:**

Grant Thornton Limited
1675 Grafton Street, Suite 1000
Halifax, NS, Canada B3J 0E9

Attention: Phil Clarke

Fax 902-420-1068

Email: Phil.clarke@ca.gt.com

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