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, as amended

AND IN THE MATTER OF an application of Edward Collins Contracting Ltd., Classic Security Limited, 51037 Newfoundland and Labrador Inc., and H&E Designs Ltd.

APPLICATION
(Pursuant to the Companies' Creditors Arrangement Act)

SUMMARY OF CURRENT DOCUMENT	
Court File Number(s):	2022 01G 1964
Date of Filing of Document:	May 1, 2025
Name of Filing Party or Person:	Grant Thornton Limited in its capacity as monitor of Edward Collins Contracting Ltd., Classic Security Limited, 51037 Newfoundland and Labrador Inc., and H&E Designs Ltd. (collectively, the "**Applicants**") (the "**Monitor**")
Application to which Document being filed relates:	Application for an Order, for among other things, approving the fees of the Monitor for the CCAA proceedings
Statement of purpose in filing:	To support an Application by the Monitor seeking Court approval for the order
Court Sub-File Number, if any:	None

The application of the Monitor, the Applicant herein says,

NATURE OF APPLICATION

1. Grant Thornton Limited ("**GTL**"), in its capacity as monitor (in such capacity, the "**Monitor**") of

Edward Collins Contracting Ltd. ("**ECC**"), Classic Security Limited ("**Classic**"), 51037 Newfoundland and Labrador Inc. ("**NLI**"), and H&E Designs Ltd. ("**H&E**") (collectively, the "**Applicants**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") has prepared this Notice of Application seeking an order substantially in the form attached hereto as **Schedule "B"** in this Notice of Application (the "**Termination Order'**), among other things:

(a) if necessary, abridging the notice periods pursuant to Section 11 of the CCAA and the *Rules of the Supreme Court, 1988*, Rule 3.03(1), Rule 6.04(2) and Rule 6.06;

(b) directing that the service on the service list set out in **Schedule "A"** hereto is sufficient for the purposes of this application, pursuant to Section 11 of the CCAA;

(c) releasing and discharging, effective at the CCAA Termination Time (as defined herein), the Monitor, its counsel and each of their respective affiliates and officers, directors, partners, employees and agents (collectively, the "**Released Parties**" and each a "**Released Party**") from all present and future claims based on any act or omission, transaction, dealing or other occurrence taking place on or prior to the CCAA Termination Time in any way relating to, arising out of, or in respect of, these CCAA proceedings or with respect to their respective conduct in these CCAA proceedings (collectively, the "**Released Claims**");

(d) terminating the various court-ordered charges;

(e) terminating these CCAA proceedings effective as at the CCAA Termination Time (as defined below);

(f) approving the Sixteenth Report of the Monitor dated April 22, 2025 (the "**Sixteenth Report**") and the activities of the Monitor described therein;

(g) approving the fees and disbursements of the Monitor and its counsel as described in the Sixteenth Report of the Monitor, from the commencement of these CCAA Proceedings to November 12, 2024; and

(h) such further and other relief as counsel may request and this Court may permit.

THE FOLLOWING EVIDENCE will be relied upon at the hearing of this Motion:

2. the Sixteenth Report of the Monitor; and

3. such further and other evidence as counsel may advise.

FACTS

Background

4. The Applicants consist of the legal entities Edward Collins Contracting Limited (“**ECC**”), H&E Designs Ltd. (“**H&E**”), Classic Security Ltd. (“**Classic**”), FGC Holdings Ltd. (“**FGC**”) and 51037 Newfoundland and Labrador Inc. (“**51037**”). ECC was created in 1974 and for 48 years has operated in the heavy civil construction industry. The business’ expertise includes road building, commercial site and subdivision development, water and sewer installation, ditching, culvert installation and subgrade road work, and heavy equipment rentals.

The CCAA Proceedings

5. Pursuant to an order of the Supreme Court of Newfoundland and Labrador (the “**Court**”) on October 5, 2022 (the “**Initial Order**”), the Applicants were granted protection under the CCAA.

6. The Initial Order, among other things, appointed Grant Thornton Limited as monitor (the “**Monitor**”) in the CCAA Proceedings (the “**CCAA Proceedings**”) and established an initial stay of proceedings until October 17, 2022 (the “**Stay Period**”). On October 17, 2022, the Court issued an Amended and Restated Initial Order (“**ARIO**”) which affirmed the terms of the Initial Order. The Stay Period has been extended multiple times and expired many months ago.

7. On March 17, 2023, the Court approved a limited Claims Procedure Order (the “**Limited Claims Procedure Order**”) pursuant to which the Monitor solicited proofs of claim from claimants

identified on the Company's books and records as those withholding monies otherwise due to the Company such as holdbacks, liquidated claims and forced accounts claims, and from Canada Revenue Agency in respect of its deemed trust super priority claim (the "**CRA Trust Claim**").

8. On April 18, 2023, the Court issued an Approval and Vesting Order (the "**AVO**") regarding the sale of the condominium property at 35 Bonaventure Avenue, Suit 121, St. John, NL (the "**Condominium Property**") owned by Classic.

9. On May 19, 2023, ECC filed an application for an Order seeking approval of a Stalking Horse Sale Process (the "**Sale Process**"), pursuant to which 92712 Newfoundland & Labrador Inc. ("**92712**" or the "**Stalking Horse Bid**") would acquire substantially all of the assets of ECC for consideration in the amount of: (i) the payment in cash of $6,900,000; (ii) the assumptions of the assigned Debt (defined below); and (iii) the assumption of on going contracts and related liabilities (the "**Stalking Horse Agreement**"). The Sale Process Application was heard on June 16, 2023.

10. On September 26, 2023 and September 29, 2023, the sale approval application was heard to approve the Stalking Horse Bid and related relief, in addition to approving various orders which remained outstanding. The Court approved, among other things, the Sale Process Order. The Approval and Vesting Order regarding the Stalking Horse Agreement was approved on October 18, 2023.

11. Distributions from the sale proceeds provided: (i) repayment of the CRA trust claim ("**CRA Trust Claim**"); and (ii) a payment to Royal Bank of Canada on account if its first ranking secured creditor claim on closing of the Stalking Horse Agreement.

12. On November 6, 2023, the Court issued orders:

(a) establishing a process by which the Monitor implemented a claims process, a claims bar date of December 6, 2023 and a dispute resolution process for creditors whose claims were revised or rejected (the “**Claims Procedure Order**”); and

(b) authorizing the Company to file its plan of arrangement and compromise (the “**Plan**”) and to seek approval of the Plan at a meeting of creditors (the “**Meeting Order**”).

13. The Claims Procedure Order was amended on November 6, 2023 to remove the liquidated damages and forced account claims of ECC. These claims where purchased by 92712 and were settled outside the CCAA process.

14. Western Surety Company (“**Western**”) submitted a claim for holdback kept by the Town of Placentia (the “**Town**”) for a contract between the Town and ECC for upgrades to the Town’s water system. The Town made no claim to the holdback. Western claimed it is entitled to the holdback in priority to ECC or any other claim, including the CRA Trust Claim. Western appealed the Monitor’s decision to pay the CRA Trust Claim and the matter proceeded to judicial determination.

15. On June 13, 2024, the appeal was dismissed and parties were directed to submit briefs on costs. On November 5, 2024, Western was ordered to pay each of ECC and 92712 their taxed costs for said appeal.

16. A similar appeal was dismissed with respect to a claim of the Government of Newfoundland and Labrador.

17. Further details regarding these CCAA proceedings can be found in the Sixteenth Report of the Monitor and the Monitor’s previous reports filed in these CCAA proceedings.

Approving the Sixteenth Report

18. The Monitor is seeking approval of the Sixteenth Report filed in these CCAA proceedings, as well as the activities and conduct of the Monitor described therein.

19. The Monitor's activities undertaken in these proceedings have been carried out in good faith and in accordance with the provisions of the orders of the Court issued in these proceedings and should be approved. Approval of the Sixteenth Report and the activities described therein will assist in advancing these CCAA proceedings to a conclusion.

Approving the Fees and Disbursements of the Monitor and its Counsel

20. Under the Initial Order, the Monitor and its counsel are entitled to be paid their reasonable fees and disbursements for this CCAA proceeding.

21. The Monitor is seeking to have its fees and disbursements, and those of its counsel, approved by the Court for the period from August 2022 to November 2024, which fees are summarized in the Sixteenth Report.

22. The Monitor's fees and disbursements, as well as those of its counsel, Reconstruct LLP ("**RECON**"), are fair and reasonable in the circumstances and have been validity incurred in accordance with the provisions of the Initial Order, and with respect to the Monitor's legal counsel, reflect services by RECON consistent with the instructions given by the Monitor to them.

Termination of the CCA Proceedings, Discharge of Monitor and Release

23. The Proposed Termination Order provides that the CCAA proceedings shall be terminated upon the service by the Monitor on the service list of an executed certificate in substantially the form attached as Schedule "A" to the CCAA Termination Order certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with these CCAA proceedings have been completed (the "**CCAA Termination Time**"); provided that, notwithstanding its discharge as

Monitor, GTL shall have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to these proceedings following the CCA Termination Time.

24. The Monitor has duly and properly discharged and performed its duties and obligations in these CCAA proceedings in compliance and in accordance with the CCAA and all orders in this Court made in these CCAA proceedings. The objects of the CCAA proceeding have been met and a termination order is appropriate.

25. It is appropriate to seek a release of the Released Parties from the Released Claims effective as at the CCAA Termination Time. The granting of such a release in favour of the Released Parties will assist in bringing closure and finality to these CCAA proceedings.

Other Grounds

26. The provisions of the CCAA, including without limitation sections 11 and 11.02, and the Court's equitable jurisdiction thereunder;

27. Rules 2.01(1), 3.03(1) , 6.04(2), 6.06 and 29 of the *Rules of the Supreme Court, 1986*; and

28. Such further and other grounds as counsel may advise and this Court may permit.

RELEIF SOUGHT

29. The Monitor therefore seeks a Termination Order pursuant to the CCAA substantially in the form attached as **Schedule "B"** to this Notice of Application.

DATED at St. John's, Newfoundland and Labrador, this 1st day of May, 2025.

RECONSTRUCT LLP

Jessica Wuthmann

Jessica Wuthmann
80 Richmond Street West

Suite 1700
Toronto, ON M5H 2A4
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Solicitors for the Monitor, Grant Thornton Limited

TO: Counsel and others listed in the "Service List" attached as Schedule "A"

ISSUED at St. John's in the Province of Newfoundland and Labrador this _day of _____
___________________, 2025.

____
Registrar/Registry clerk

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, as amended

AND IN THE MATTER OF an application of Edward Collins Contracting Ltd., Classic Security Limited, 51037 Newfoundland and Labrador Inc., and H&E Designs Ltd.

Notice to the Respondents

You are hereby notified that the foregoing application will be made to a judge presiding in Chambers at the Courthouse at 309 Duckworth Street, St. John's, Newfoundland and Labrador, on ______, the _ day of _____, 2025 at the hour of 10 o'clock in the forenoon or as soon thereafter as the application can be heard.

AND FURTHER TAKE NOTICE that the judge may make an order in favour of the applicant in your absence and without further notice unless you or your solicitor appear at the time and place noted above.

TO: THE SERVICE LIST

SCHEDULE "A"

SERVICE LIST

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.

SERVICE LIST
Updated April 12, 2023

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SCHEDULE "B"

DRAFT ORDER

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 as amended

AND IN THE MATTER OF an application of Edward Collins Contracting Ltd., Classic Security Limited, 51037 Newfoundland and Labrador Inc., and H&E Designs Ltd.

CCAA TERMINATION ORDER

BEFORE THE HONOURABLE JUSTICE ALEXANDER MACDONALD:

THIS APPLICATION, made by Grant Thornton Limited ("**GTL**"), in its capacity as monitor (in such capacity, the "**Monitor**") of Edward Collins Contracting Ltd., Classic Security Limited, 51037 Newfoundland and Labrador Inc., and H&E Designs Ltd. (collectively, the "**Applicants**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, among other things, (i) terminating these CCAA proceedings effective as at the CCAA Termination Time (defined herein); (ii) releasing and discharging, effective at the CCAA Termination Time, the Monitor, its counsel and each of their respective affiliates and officers, directors, partners, employees and agents (collectively, the "**Released Parties**" and each a "**Released Party**"); (iii) approving the Sixteenth Report issued by the Monitor in these CCAA proceedings and the activities of the Monitor described therein; and (iv) approving the fees and disbursements of the Monitor and its counsel, Reconstruct LLP ("**RECON**") as described in the Sixteenth Report of the Monitor dated April 22, 2025 (the "**Sixteenth Report**") and the affidavits attached thereto, from August, 2022 to November, 2024, was heard on ●, 2025.

ON READING the Notice of Application of the Monitor, the Sixteenth Report, and the affidavit of service, filed (the "**Affidavit of Service**");

ON HEARING the submissions of counsel for the Monitor, and such other counsel who were present, no one else appearing for any other party although duly served as appears from the Affidavits of Service:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the materials filed, as set out in the Affidavit of Service, is hereby deemed adequate notice so that this Application is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined in this Order have the meanings given to them in the Initial Order issued on October 5, 2022, as amended and restated by an Amended and Restated Initial Order issued on October 17, 2022, made in the CCAA Proceedings (together and as further amended from time to time, the "**Initial Order**").

TERMINATION OF CCAA PROCEEDINGS

3. **THIS COURT ORDERS** that upon service by the Monitor of an executed certificate in substantially the form attached to this Order as Schedule "A" (the "**Termination Certificate**") on the Service List in the within CCAA proceeding (the "**Service List**") certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with these CCAA Proceedings have been complete, these CCAA Proceedings shall be terminated without any further act or formality (the "**CCAA Termination Time**"), save and except as provided in this Order, and provided that nothing herein impacts the validity of any Order made in these CCAA Proceedings or any action or steps taken by any Person pursuant thereto.

4. **THIS COURT ORDERS** that the Monitor is directed to file a copy of the Termination Certificate with the Court as soon as is practicable following service thereof.

5. **THIS COURT ORDERS** that the Administration Charge and all other Charges granted in this CCAA Proceeding shall be and is hereby terminated, released and discharged as of the CCAA Termination Time without any further act or formality.

DISCHARGE OF THE MONITOR AND RELATED AUTHORIZATIONS

6. **THIS COURT ORDERS** that effective at the CCAA Termination Time, GTL shall be and is hereby discharged from its duties as the Monitor and shall have no further duties, obligations or responsibilities as Monitor from and after the CCAA Termination Time, provided that, notwithstanding its discharge as Monitor, GTL shall have the authority to carry out, complete or address any matters in its role as Monitor that is ancillary or incidental to these CCAA Proceedings following the CCAA Termination Time, as may be required (the "**Monitor Incidental Matters**").

7. **THIS COURT ORDERS** that notwithstanding any provision of this Order, the Monitor's discharge or the termination of these CCAA Proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of, all of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, any Order made in the CCAA Proceedings or otherwise ("**Monitor Protections**"), all of which are expressly continued and confirmed following the CCAA Termination Time, including in connection with any Monitor Incidental Matters and other actions taken by the Monitor following the CCAA Termination Time with respect to the Applicants or these CCAA Proceedings.

RELEASES

8. **THIS COURT ORDERS AND DECLARES** that, as at the CCAA Termination Time, the Monitor and its affiliates, officers, directors, employees, legal counsel, and agents (collectively, the "**Released Parties**" and each a "**Released Party**") shall be and are hereby forever released and discharged from any and all claims that any person may have or be entitled to assert against any of the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence in any way relating to, arising out of, or in respect of, these CCAA proceedings or with respect to their respective conduct in these CCAA proceedings (collectively, the "**Released Claims**"), and any such Released Claims are hereby irrevocably and forever released, stayed, extinguished and forever barred, and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability that is finally determined by a court of competent jurisdiction to have constituted gross negligence or wilful misconduct on the part of the applicable Released Party.

9. **THIS COURT ORDERS** that, as at the CCAA Termination Time, all Persons shall be and shall be deemed to be permanently and forever barred, estopped, stayed and enjoined from: (i) commencing, conducting, continuing or making in any manner or forum, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any of the Released Parties with respect to any and all Released Claims; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties or their property with respect to any and all Released Claims; (iii) commencing, conducting, continuing or making against any other Person in any manner or forum, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a

judicial, arbitral, administrative or other forum) that relates to a Released Claim if such other Person commences, conducts, continues or makes a claim or might reasonably be expected to commence, conduct, continue or make, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum), including by way of contribution or indemnity or other relief, against one or more of the Released Parties, unless such claim of such other Person is itself a Released Claim; and (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any encumbrance of any kind against any of the Released Parties or their property or assets with respect to any and all Released Claims.

10. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against any of the Released Parties in any way arising from or related to the CCAA Proceedings, except with prior leave of this Court of not less than fifteen (15) days prior written notice to the applicable Released Party or Released Parties and upon further Order securing, as security for costs, the full indemnity costs of the applicable Monitor Released Party in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

APPROVAL OF SIXTEENTH REPORT AND ACTIVITIES

11. **THIS COURT ORDERS** that the Monitor's Sixteenth Report is hereby approved and the activities and conduct of the Monitor described therein are hereby approved; provided, however, that only the Monitor in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

12. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA and the powers provided to the Monitor herein and under the other Orders of this Court, shall be and is hereby authorized, directed and empowered to perform its

functions and fulfill its obligations under this Order and to complete all matters incidental to the termination of the CCAA Proceedings.

APPROVAL OF MONITOR AND MONITOR COUNSEL FEES

13. **THIS COURT ORDERS** that the fees and disbursements of the Monitor for the period between August 8, 2022 and July 12, 2024 in the amount of $513,906.99 in fees, $13,902.49 in disbursements, plus HST of $80,012.69, for a total of $607,822.17, as further set out in Appendix "D" to the Sixteenth Report, be and are hereby approved.

14. **THIS COURT ORDERS that** the fees and disbursements of RECON for the period between August 18, 2022 and November 12, 2024 in the amount of $261,560.23 in fees, $16,681.06 in disbursements, plus HST of $33,558.29 for a total amount of $311,799.58 as further set out in Appendix "E" to the Sixteenth Report, be and are hereby approved.

NOTICE

15. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall cause a copy of this Order to be posted on the Monitor's Website, and the Applicants shall serve a copy on the parties on the Service List and those parties who appeared at the hearing of the motion for this Order.

16. **THIS COURT ORDERS** that the measures in paragraph 15 shall constitute good and sufficient service and notice of this Order on all Persons who may be entitled to receive notice thereof or who may have an interest in these proceedings, and no other form of notice or service need be made on such Persons and no other document or material need be served on such Persons in respect of these proceedings.

GENERAL

17. **THIS COURT DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

18. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Newfoundland and Labrador Time on the date hereof.

[*Schedule "A" – Form of Discharge Certificate*.]

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 as amended

AND IN THE MATTER OF an application of Edward Collins Contracting Ltd., Classic Security Limited, 51037 Newfoundland and Labrador Inc., and H&E Designs Ltd.

MONITOR'S CERTIFICATE
(TERMINATION OF CCAA PROCEEDINGS)

Recitals

1. Pursuant to an Initial Order of the Supreme Court of Newfoundland and Labrador (the "**Court**") issued on October 5, 2022, as amended, restated and supplemented from time to time including without limitation by an Amended and Restated Initial Order issued on October 17, 2022 (collectively, the "**Initial Order**"), among other things, Edward Collins Contracting Ltd., Classic Security Limited, 51037 Newfoundland and Labrador Inc., and H&E Designs Ltd. (collectively, the "**Applicants**") were granted protection pursuant to the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36 as amended (the "**CCAA**") and Grant Thornton Limited was appointed as monitor of the Applicants pursuant to the CCAA (in such capacity, the "**Monitor**").

2. Pursuant to an Order of the Court dated ●, 2025 (the "**CCAA Termination Order**"), the Court ordered, among other things, that GTL shall be discharged as the Monitor and the CCAA Proceedings shall be terminated upon the service of this Monitor's Certificate on the Service List, all in accordance with the terms of the CCAA Termination Order.

3. Unless otherwise indicated herein, capitalized terms used in this Monitor's Certificate shall have the meaning given to them in the Termination Order.

THE MONITOR CERTIFIES the following:

1. to the knowledge of the Monitor, all matters necessary to complete the CCAA Proceedings have been completed.

ACCORDINGLY, the CCAA Termination Time will occur upon service of the Termination Certificate by the Monitor on the service list in these CCAA proceedings.

DATED at Halifax, in the Province of Nova Scotia this ______ day of ______________, 2025.

GRANT THORNTON LTD., solely in its capacity as the Court-appointed monitor of the Applicants, and not in its personal capacity or in any other capacity

Per: ___________________________________

Name:

Title: Licensed Insolvency Trustee