PLAN OF COMPROMISE AND ARRANGEMENT

RECITALS

WHEREAS FGC Holdings Ltd. (the "**Company**"), a company incorporated and existing under the *Companies Act* (Newfoundland and Labrador), sought and obtained creditor protection under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the "**Act**") on October 5, 2023;

AND WHEREAS, as part of the filing under the Act, the Honourable Justice MacDonald of the Supreme Court of Newfoundland and Labrador (the "**Court**") granted an Initial Order on October 5, 2022 (the "**Filing Date**") pursuant to the provisions of the CCAA and appointed Grant Thornton Ltd. as the monitor (the "**Monitor**") in these proceedings (the "**Initial Order**");

AND WHEREAS the purpose of this Plan of Arrangement is to facilitate the continuation of the business of the Company as a going concern and to address certain liabilities of the Company, which will allow the Company to continue to work towards its operational and financial goals from and after the Effective Date of the Plan of Arrangement;

NOW THEREFORE, FGC Holdings Ltd. hereby submits the following Plan of Arrangement to their Creditors and Shareholders.

ARTICLE I -

DEFINITIONS

1.1 Definitions

In this Plan of Arrangement, unless the context otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the meanings ascribed to them below:

(a) "**Act**" has the meaning given to that term in the recitals;

(b) "**Administrative Fees and Expenses**" means the proper fees, expenses, including legal fees and disbursements, of the Company, including the fees and disbursements of Grant Thornton and Recon, on and incidental to the negotiation, preparation, presentation, consideration and implementation of the Plan of Arrangement, and all proceedings and matters relating to or arising out of the Plan of Arrangement;

(c) "**Affected Claim**" means any Claim other than an Unaffected Claim;

(d) "**Affected Creditor**" means any Creditor with an Affected Claim, but only with respect to and to the extent of such Affected Claim;

(e) "**Applicable Law**" means, with respect to any Person, property, transaction, event or other matter, (a) any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Order or other requirement having the force of law, (b) any policy, practice, protocol, standard or guideline of any Governmental Authority which, although not necessarily having the force of law, is regarded by such Governmental Authority as requiring compliance as if it had the force of law (collectively in the foregoing clauses (a) and (b), "**Law**"), in each case relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation;

(f) "**Business Day**" means a day, other than a Saturday or Sunday, or a statutory holiday observed by chartered banks in St. John's, Newfoundland and Labrador;

(g) "**Certificate of Non-implementation**" is defined in Section 8.3;

(h) "**Claim**" means any claim that a Person has against the Company in connection with any indebtedness, liability or obligation of any kind of the Company owed to such Person and any interest, or penalties accrued thereon or costs payable in respect thereof, whether liquidated or unliquidated, fixed, contingent, matured or unmatured, disputed or undisputed, legal, equitable, unsecured, present or future, known or unknown, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any cause in action, whether existing or commenced in the future, which claim, indebtedness, liability or obligation is based in whole or in part on facts existing, or transactions which occurred, prior to the Filing Date, or which would have been claims provable in bankruptcy had the Company become bankrupt on the Filing Date but excluding therefrom any Claims which were statute barred as of the date of the Initial Order and any Unaffected Claim;

(i) "**Company**" has the meaning given to that term in the recitals;

(j) "**Company Shares**" means all the issued and outstanding shares in the capital of the Company, of whatever class;

(k) "**Court**" has the meaning given to that term in the recitals;

(l) "**Creditor**" means any Person having a Claim against the Company;

(m) "**Creditor Fund**" means the sum of Three Hundred and Fifteen Thousand Dollars ($315,000.00), which fund amount shall be contributed on or before the Effective Date by Townshend Capital Inc. as a loan to the Company;

(n) "**Creditors' Meeting**" means the meeting of Affected Creditors called for the purpose of considering and voting upon the Plan of Arrangement;

(o) "**Creditors' Meeting Date**" means the date and time as may be called for the meeting of creditors to consider the Plan of Arrangement;

(p) "**Crown Priority Claims**" means any Claims of His Majesty the King in right of Canada or in right of any province as described in Section 6(3) or Section 38(2) of the CCAA. For greater certainty, any Claim of His Majesty the King in right of

Canada or in right of any Province other than Crown Priority Claims shall be an Affected Claim hereunder;

(q) "**Directors**" means all of the Company's past and present directors as well as any Persons who were or are deemed to be directors of the Applicant pursuant to any Applicable Laws;

(r) "**Effective Date**" is defined in Section 7.2;

(s) "**Effective Time**" means 12:01 a.m. on the Effective Date;

(t) "**Filing Date**" has the meaning given to that term in the recitals;

(u) "**Governmental Authority**" means:

(i) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise);

(ii) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government;

(iii) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; and

(iv) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association.

(v) "**Initial Order**" has the meaning given to that term in the recitals;

(w) "**Interim Order**" means the interim order of the Court, as such order may be amended, made in connection with the Plan of Arrangement, providing for, among other things, the calling and holding of the Creditors Meeting;

(x) "**Monitor**" has the meaning given to that term in the recitals;

(y) "**Monitor's Website**" means: https://www.grantthornton.ca/ECC;

(z) "**Notice of Creditors Meeting**" means that notice referred to in Article V - herein, and which shall include a copy of this Plan of Arrangement together with a copy of all materials filed to that date with the Court;

(aa) "**Person**" means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or any agency or instrumentality thereof, or any other entity howsoever designated or constituted;

(bb) **"Plan of Arrangement"** means this plan of arrangement, as amended, modified or supplemented from time to time in accordance herewith and in accordance with any order of the Court;

(cc) **"Plan Implementation Conditions"** is defined in Section 7.1;

(dd) **"Post-Plan Implementation Covenant"** is defined in Section 8.1;

(ee) **"Proven Claim"** means a Claim (or the portion thereof) that has been finally determined in accordance with Article IV - herein for voting and distribution purposes hereunder;

(ff) **"Recon"** means Reconstruct LLP, counsel to the Monitor;

(gg) **"Released Claim"** is defined in Section 9.3(d);

(hh) **"Released Parties"** is defined in Section 9.3(d);

(ii) **"Required Majority"** means a majority in the number of Creditors representing at least two-thirds of the value of the aggregate amount of all Proven Claims of Affected Creditors that are present and voting, either in person or by proxy, at the Creditors' Meeting in accordance with section 6(1) of the Act;

(jj) **"Sanction Order"** means the Order of the Court in this proceeding sanctioning and approving the Plan of Arrangement pursuant to section 6(1) of the Act, which shall include such terms as may be necessary or appropriate to give effect to the Plan of Arrangement;

(kk) **"Shareholders"** means, at any time, the existing holders of the Company Shares;

(ll) **"Transaction"** means the consummation of the Plan of Arrangement, as contemplated herein;

(mm) **"Unaffected Claim"** means a claim against the Company in connection with any indebtedness, liability or obligation of any kind which: (i) arises or becomes due on or after the Filing Date, (ii) and any Crown Priority Claim;

(nn) **"Unaffected Creditor"** means any holder of an Unaffected Claim; and

(oo) **"Unresolved Affected Claim"** is defined in Section 4.2.

1.2 Articles of Reference

The terms "hereof", "hereunder", "herein" and similar expressions refer to the Plan of Arrangement and not to any particular article, section, subsection, clause or paragraph of the Plan of Arrangement and include any agreements supplemental hereto. In the Plan of Arrangement, a reference to an article, section, subsection, clause or paragraph will, unless otherwise stated, refer to an article, section, subsection, clause or paragraph of the Plan of Arrangement.

1.3 Interpretation Not Affected by Headings

The division of the Plan of Arrangement into articles, sections, subsections, clauses or paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Plan of Arrangement.

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day that is a Business Day. Actions described herein shall occur and be deemed to occur in the order specified.

1.5 Time

All times expressed herein are local time in St. John's, Newfoundland and Labrador, Canada unless otherwise stipulated. Where the time for anything pursuant to the Plan of Arrangement on a particular date is unspecified herein, the time shall be deemed to be 5:00 p.m. local time in St. John's, Newfoundland and Labrador, Canada.

1.6 Numbers

In the Plan of Arrangement, where the context requires, a word importing the singular number will include the plural and *vice versa* and a word or words importing gender will include all genders.

1.7 Currency

Unless otherwise stated herein, all references to currency in the Plan of Arrangement are to lawful money of Canada.

1.8 Statutory References

Except as otherwise provided herein, any reference in the Plan of Arrangement to a statute includes all regulations made thereunder, all amendments to such statute or regulation(s) in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulation(s).

1.9 Successors and Assigns

The Plan of Arrangement will be binding upon and will enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in the Plan of Arrangement.

1.10 Administrative Fees and Expenses

The Administrative Fees and Expenses will be paid in full by the Company from the Creditor Fund and are estimated at Twenty Thousand Dollars ($20,000).

ARTICLE II - PURPOSE

2.1 Purpose

The purpose of the Plan of Arrangement is to effect a compromise and settlement of all Affected Claims as finally determined for voting and distribution purposes in an efficient manner in the expectation that the Persons who have a valid economic interest in the Company will derive a greater benefit from the implementation of the Plan of Arrangement than they would derive from a bankruptcy of the Company.

ARTICLE III -CLASSIFICATION AND TREATMENT OF CREDITORS

3.1 Affected Creditors

Except as specifically provided for in the Plan of Arrangement, the Plan of Arrangement will become effective on the Effective Date in accordance with its terms, and all Affected Claims against the Company will be fully and finally, settled, compromised and released to the extent provided for under the Plan of Arrangement. The Plan of Arrangement shall be binding on and enure to the benefit of the Company, the Affected Creditors, the Released Parties, any trustee, agent or other Person acting on behalf of any Affected Creditor and such other Persons named or referred to in, receiving the benefit of, or subject to, the Plan of Arrangement.

3.2 Classification of Creditors

There shall be one class of Affected Creditors for the purpose of voting on, and receiving distributions pursuant to the Plan: all Affected Creditors.

3.3 Unaffected Creditors

For the purposes of distribution and voting on the Plan of Arrangement, the Unaffected Creditors will not be entitled to vote on the Plan of Arrangement at the Creditors Meeting, will not be entitled to any dividends under the Plan of Arrangement, and their debts will not be compromised by the Plan of Arrangement.

3.4 Meetings of Creditors

For the purposes of voting on the Plan of Arrangement, Affected Creditors holding a Proven Claim will be entitled to vote on the Plan of Arrangement at the Creditors Meeting.

3.5 Affected Creditors

Affected Creditors holding a Proven Claim shall be entitled to a distribution of Fifty-Four Thousand Eight Hundred and Ninety-Seven Dollars ($54,897) as contemplated under this Plan of Arrangement on a *pro rata* and *pari passu* basis.

3.6 Other Creditors

Nothing in this Plan of Arrangement shall be deemed to affect any indebtedness, liability or other obligation of the Company other than those specifically referred to herein.

ARTICLE IV - PROCEDURE FOR VALIDATION OF CLAIMS

4.1 Filing of Proofs of Claim

Each Affected Creditor must file a Proof of Claim with the Company at least five (5) Business Days before the Creditor Meeting which shall state the amount of their Claim.

4.2 Allowance or Disallowance of Claims by the Company

Upon receipt of a completed Proof of Claim, the Monitor shall examine the Proof of Claim and allow, disallow or revalue and allow same. Should the Monitor take issue with any such Proof of Claim, and should such issue not be resolved by agreement between the Monitor and the Creditor, the re-valuation or disallowance made by the Monitor shall govern unless, within seven (7) days of such re-valuation or disallowance, the Creditor applies to the Court to resolve the issue (until such time as such Affected Claim is resolved, an "**Unresolved Affected Claim**").

ARTICLE V - MEETING OF CREDITORS

5.1 Creditors' Meeting

On the Creditors' Meeting Date, the Monitor shall hold the Creditors' Meeting in order for the Affected Creditors holding a Proven Claim to consider and vote upon the Plan of Arrangement.

5.2 Time and Place of Meeting

Unless otherwise ordered by the Court, the Creditors' Meeting shall be held at a time and place to be established by the Monitor and confirmed in the Notice of Creditors Meeting to be delivered to the Affected Creditors holding a Proven Claim by mail, courier, fax or e-mail to the last known address of each Creditor at least Twenty-One (21) days prior to said meeting.

5.3 Conduct of Meetings

The Monitor, or the nominee thereof, shall preside as the chair of the Creditors Meeting and will decide all matters relating to the conduct of the Creditors Meeting. The only persons entitled to attend the Creditors Meeting are those persons, including the holders of proxies, entitled to vote at the Creditors Meeting, and their respective legal counsel, if any, and the officers, Directors, auditors and legal counsel of the Company, together with such scrutineers as may be duly appointed by the chair of such meeting. Any other person may be admitted on invitation of the chair of the Creditors Meeting or with the consent of a majority in number of the Affected Creditors holding Proven Claims.

5.4 Voting by Creditors

Each Affected Creditor holding a Proven Claim will be entitled to vote with one (1) vote for each dollar of its Proven Claim.

5.5 Adjournments

The chairman may, with the consent of a majority in number representing one half in value of the Affected Creditors holding a Proven Claim, adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting until and unless the notice provisions set out in section 5.2 herein have been complied with, excepting that the notice period for the resumption of such adjourned meeting shall be seven (7) days.

5.6 Approval by Creditors

The Plan of Arrangement will be binding on the Affected Creditors and the Related Creditors if: (a) it is accepted by a majority in number representing two thirds in value of the class of Affected Creditors holding a Proven Claim, present either in person or by proxy at the meeting, and (b) the Sanction Order is made.

ARTICLE VI - TERMS OF THE PLAN OF ARRANGEMENT

6.1 Arrangement and Reorganization

This Plan of Arrangement is made pursuant to and constitutes a compromise or arrangement as referred to in Part 1 of the Act.

6.2 Binding Effect

This Plan of Arrangement, upon the sanctioning by the Court, will become effective and be binding on and after the Effective Time on:

(a) the Company;

(b) the Shareholders;

(c) the Affected Creditors; and

(d) all other Persons,

and upon payment of the dividends under this Plan of Arrangement without further act or formality required on the part of any Person except as expressly provided herein, all Affected Claims will be discharged and released.

6.3 Effective Date

Without any further act or formality, each of the events set out below shall be deemed to occur immediately after the occurrence of the Transaction or event immediately preceding it:

(a) upon the Effective Date, the claims of the Affected Creditors shall be expunged absolutely, and any and all security in respect of same shall be released, and all the claims shall be foreclosed and barred forever as set out in section 9.3 herein; and

(b) the Company will continue as a going concern with its current Memorandum of Association, Articles of Association, Directors and Registered Office, as may be amended.

ARTICLE VII -TERMS OF THE PLAN OF ARRANGEMENT

7.1 Conditions Precedent to Plan of Arrangement Implementation

The Plan of Arrangement is subject to the satisfaction of the following conditions (the "**Plan Implementation Conditions**"), which may be waived upon the consent of the Company and Townshend Capital Inc.:

(a) the Interim Order is granted by the Court;

(b) the approval of the Plan of Arrangement by the Required Majority of the Affected Creditors holding a Proven Claim;

(c) the Sanction Order is granted by the Court and all applicable appeal periods have expired;

(d) all relevant Persons will have executed, delivered and filed all documents and other instruments that, in the opinion of the Company and the Monitor, are necessary to implement the provisions of the Plan of Arrangement or the Sanction Order; and

7.2 The Effective Date

Upon satisfaction of the Plan Implementation Conditions, the Company, with the assistance of the Monitor, will proceed to implement the Plan of Arrangement. In consultation with the Monitor, the Company will designate the Effective Date and will implement the Plan of Arrangement on that date in accordance with the terms and conditions hereof (the "**Effective Date**").

7.3 Monitor's Certificate – Plan Implementation

As soon as practicable after the Effective Time, the Monitor will serve on the service list in this CCAA proceeding and post on the Monitor's Website, a certificate confirming that the Effective Date has occurred and will file such certificate with the Court as soon as practicable after it has been delivered.

ARTICLE VIII - DISTRIBUTION

8.1 Post-Plan Implementation Covenant

Following the Effective Date, the Company shall exercise commercially reasonable best efforts to close the financing transaction in order to be able to fund the Creditor Fund. On closing of the financing, the Company shall immediately pay to the Monitor the amount of the Creditor Fund for purposes of facilitating distributions to Affected Creditors pursuant to and in accordance with this Plan of Arrangement (the "**Post-Plan Implementation Covenant**").

8.2 Creditors

Following the closing of the financing, the Monitor shall disburse the Creditor Fund to the Monitor by payment of Fifty-Four Thousand and Eight Hundred and Ninety-Seven Dollars

($54,897) to be distributed to Affected Creditors holding Proven Claims, on *a pro rata* basis all in accordance with the provisions of this Plan of Arrangement.

8.3 Default of Post-Plan Implementation Covenant

In the event that the Post-Plan Implementation Covenant has not occurred within five (5) days of the closing of the financing transaction (as extended by the Monitor, as the case may be and pursuant to the terms of the Plan of Arrangement), the Monitor shall issue and file with the Court a certificate to such effect (the "**Certificate of Non-implementation**"). Upon the issuance of such Certificate of Non-Implementation, any settlement of the Affected Claims shall automatically become null, void and of no effect whatsoever and shall remain owing by the Company and neither the Company, the Affected Creditors, the Monitor nor any other Person affected by the Plan of Arrangement shall be bound, obligated or affected by any of the provisions of the Plan of Arrangement. Further, the Released Parties shall no longer be considered released from the Released Claims pursuant to sections 9.3(d) and 9.3(e) herein, and the Company shall be deemed bankrupt.

8.4 **Administrative** Fees and Expenses

Administrative Fees and Expenses will be paid by the Company in addition to the Creditor Fund, which shall not be reduced thereby.

ARTICLE IX - MISCELLANEOUS

9.1 Compromise Effective for all Purposes

The provisions of this Plan of Arrangement will be binding upon each Shareholder, Affected Creditor, their heirs, executors, administrators, successors and assigns, for all purposes.

9.2 Modification of the Plan of Arrangement

The Company may propose an alteration or modification to this Plan of Arrangement prior to the vote taking place on this Plan of Arrangement provided that notice of said alteration or modification is communicated to the Creditors in the manner provided herein at least five (5) days prior any meeting to consider this Plan of Arrangement.

Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Creditors' Meeting shall be effective if it is in writing and if required by the Court, it is consented to by the Affected Creditors holding Proven Claims, voting in the manner directed by the Court.

9.3 Consents, Waivers and Agreements

As at 12:01 a.m. on the Effective Date, the Affected Creditors will be deemed:

(a) to have executed and delivered to the Company all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan of Arrangement in its entirety;

(b) to have waived any default by the Company in any provision, express or implied, in any agreement or other arrangement, written or oral, existing to which the Company is a party and that has occurred on or prior to the Effective Date;

(c) to have agreed, in the event that there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between any Shareholders and the Company or Creditor and the Company as at the Effective Date (other than those entered into by the Company on, or with effect from, the Effective Date) and the provisions of this Plan of Arrangement, that the provisions of this Plan of Arrangement shall take precedence and priority and the provisions of such agreement or other arrangement shall be amended accordingly;

(d) to have released the Company, the Monitor, and each and every present and former Director, Officer, affiliate, affiliated funds, subsidiary, member, partner, employee, contractor, auditor, financial advisor, legal counsel and agent of any of the foregoing Persons (the "**Released Parties**") from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature, including claims for contribution or indemnity, or rights of subrogation, which any Person may be entitled to assert, whether or not reduced to judgment, liquidated or unliquidated, fixed, contingent, known or unknown, matured or unmatured, direct, indirect or derivative, foreseen or unforeseen, existing or hereafter arising, by guarantee, surety or otherwise, and whether or not executory or anticipatory in nature, based in whole or in part on any act, omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Effective Date, relating to or arising out of or in connection with the matters herein, or following the Effective Date up to the termination of the CCAA proceeding that relate to matters relating to implementing this Plan of Arrangement, on or following the Effective Date, or that constitute or are in any way relating to, arising out of or in connection with any Affected Claims and any indemnification obligations with respect thereto, the business and affairs of the Company whenever or however conducted, the administration and/or management of the Company, this Plan of Arrangement or the CCAA proceeding, or any document, instrument, matter or transaction involving the Company taking place in connection with this Plan of Arrangement (referred to collectively as the "**Released Claims**"), and all Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, all to the fullest extent permitted by Applicable Law; provided that the following shall not constitute Released Claims and nothing herein will waive, discharge, release, cancel or bar any Unaffected Claim;

(e) permanently and forever barred, estopped, stayed and enjoined with respect to any and all Released Claims from: (i) commencing, conducting, continuing or making in any manner, 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; (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; (iii) commencing, concucting, continuing or making in any manner, directly or indirectly, any action, application, 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 Person who makes a claim or might reasonably be expected to make a claim, in any manner or forum, including by way of contribution or indemnity or other relief, against one or more of the Released Parties; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any encumbrance of any kind against the Released Parties or their property; or (v) taking any actions to interfere with the implementation or consummation of the Plan of Arrangement. All Persons who have previously commenced a Released Claim in any court, which Released Claim has not been finally determined, dismissed or discontinued prior to the Effective Time, shall forthwith after the Effective Time take steps to discontinue and/or dismiss, without costs, such Released Claim; and

(f) to have surrendered any security held in respect of the assets and undertakings of the Company.

9.4 Effect of Plan of Arrangement Generally

As at 12:01 a.m. on the Effective Date the treatment of all Affected Claims under the Plan of Arrangement shall be final and binding on the Company and all Shareholders and Affected Creditors (along with their respective heirs, executors, administrators, legal personal representatives, successors and assigns).

9.5 Further Actions

Notwithstanding that the Transaction and events set out in this Plan of Arrangement shall occur and be deemed to occur in the order set out herein without any other additional act or formality, each of the Persons affected hereby shall make, do and execute, or cause to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by them in order to document or evidence any of the transactions or events set out herein.

9.6 Conduct of Company's Business

Subject to any Order made by the Court, the Company shall remain in possession and control of their property and assets at all times, both before and after implementation of this Plan of Arrangement.

ARTICLE X - GENERAL

10.1 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall refer to this Plan of Arrangement and may, subject as hereinafter provided, be made or given by personal delivery, by prepaid mail or by email addressed to the respective parties at their last known address, and in respect of the Company as follows:

(a) c/o O'Keefe & Sullivan
80 Elizabeth Avenue, 2nd Floor
St. John's, NL A1A 1W7

Attention: **Darren O'Keefe**
Email : dokeefe@okeefesullivan.com

and in respect of the Monitor as follows:

(b) Grant Thornton Limited

Nova Centre, North Tower, Suite 1000
1675 Grafton Street,
Halifax, NS B3J 0E9

Attention: **Phil Clarke**
Fax: 902 420 1068
E-mail : Phil.Clarke@ca.gt.com

10.2 Foreign Currency Obligations

For purposes of this Plan of Arrangement, Claims denominated in a currency other than Canadian funds will be converted to Canadian Dollars at the closing spot rate of exchange of the Bank of Canada on the Effective Date.

10.3 Applicable Law

This Plan of Arrangement shall be construed in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable therein.

10.4 Non-Severability

It is intended that all provisions of this Plan of Arrangement shall be fully binding on and effective between all Persons named or referred to in this Plan of Arrangement and in the event that any particular provision or provisions of this Plan of Arrangement is or are found to be void, voidable or unenforceable for any reason whatever, then the remainder of this Plan of Arrangement and all other provisions shall be void and of no force or effect

10.5 Deeming Provisions

In this Plan of Arrangement, the deeming provisions are not rebuttable and are conclusive and irrevocable.