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 (the "*CCAA*")

AND IN THE MATTER OF an application of Edward Collins Contracting Limited, Classic Security Ltd., FGC Holdings Ltd., 51037 Newfoundland and Labrador Inc. and H & E Designs Ltd. (the "**Applicants**").

MEETING ORDER

Before the Honourable Justice Alexander MacDonald on November 6, 2023

THIS APPLICATION made by the Applicant, FGC Holdings Ltd. ("**FGC**") pursuant to the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, among other things: (a) accepting the filing of a Plan of Compromise and Arrangement pursuant to the CCAA in the form of the draft Plan (as defined below, and as may be amended pursuant to its terms) (collectively, the "**Plan**"); (b) authorizing FGC to establish one voting class for the purpose of considering and voting on the Plan; (c) authorizing FGC to call, hold and conduct a meeting to consider and vote on a resolution approving the Plan (the "**Meeting**"); (d) authorizing and directing the mailing and distribution of certain meeting materials and other procedures to be followed in order to provide notice of the Meeting; (e)approving the procedures to be followed at the Meeting, including voting procedures; and (f) setting a date for the hearing of FGC's motion seeking an order (the "**Sanction Order**") to sanction the Plan (the "**Sanction Hearing**");

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**");

Filed Nov 27/23 GK

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 ORDERED THAT:

SERVICE

1. The time and method for service of the Notice of Application and the other materials filed is abridged and validated so that this Application is properly returnable today and that service thereof upon any interested party other than the persons served is dispensed with.

DEFINITIONS AND INTERPRETATION

2. Unless otherwise stated, capitalized terms used in this Meeting Order but not otherwise defined shall have the meanings given to them in the draft Plan of Compromise and Arrangement appended as **Schedule "D"** to this Order (the "**Plan**").

3. All references to time herein shall mean local time in St. John's, Newfoundland and Labrador, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

4. All references to the word "including" or "includes" shall mean "including without limitation" or "includes without limitation", as the case may be.

5. Unless the context otherwise requires, words importing the singular shall include the plural and *vice versa*, and words importing any gender shall include all genders.

MONITOR'S ROLE

6. The Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under: (i) the CCAA, (ii) the Initial Order, and (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 and authorized by this Meeting Order.

7. The Monitor in carrying out the terms of this Meeting Order, (i) shall have all the protections given to it by the CCAA, the Initial Order, any other Order of the Court, and

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as an officer of the Court, including the stay of proceedings in its favour; (ii) shall incur no liability or obligation as a result of carrying out the provisions of this Meeting Order, save and except for any gross negligence or willful misconduct on its part; (iii) shall be entitled to rely on the books and records of the Applicants and any information provided by the Applicants without independent investigation; and (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

PLAN FILING AND AMENDMENT

8. The Plan is hereby accepted for filing and FGC is authorized to file the Plan.

9. FGC may, at any time and from time to time prior to or after the Meeting, amend, restate, modify and/or supplement the Plan, in accordance with the terms of the Plan and this Meeting Order.

FORM OF DOCUMENTS

10. Each of the following is approved:

    (a) the Notice of Creditors' Meeting and Sanction Motion substantially in the form attached hereto as **Schedule "A"** (the "**Notice of Meeting and Sanction Motion**");

    (b) the form of proxy substantially in the form attached hereto as **Schedule "B"**;

    (c) the form of resolution for voting on the Plan at the Meeting substantially in the form attached hereto as **Schedule "C"**; and

    (d) a report to Creditors from the Monitor on FGC's financial situation and the Plan.

(collectively, the "**Meeting Materials**")

11. FGC, with the consent of the Monitor, is authorized to make such changes to such forms of documents as they consider necessary or desirable to conform the content thereof to the terms of the Plan or this Meeting Order, and any changes necessary or desirable with respect to the date, time and method of the Meeting and the Sanction Hearing.

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CREDITOR CLASSIFICATION

12. Pursuant to section 22 of the CCAA, for the purposes of considering and voting on the Plan, one class of all Affected Creditors is hereby approved.

QUANTIFICATION OF CLAIMS FOR VOTING PURPOSES ONLY

13. The dollar value of a Claim held by an Affected Creditor for voting purposes shall be the amount of their Proven Claim pursuant to the Claims Procedure Order of the same date as this Meeting Order (the "**Claims Procedure Order**").

14. The Monitor shall prepare a list of all Affected Claims and Affected Creditors identified in the Claims Procedure Order, together with the amount of each such Affected Claim (collectively, the "**List of Claims**"), as follows:

    (a) in the case of an Affected Claim that is comprised entirely of a Proven Claim (as defined in the Plan), the full amount of such Proven Claim; and

    (b) in the case of an Affected Claim that is not comprised entirely of a Proven Claim, the full amount of such Proven Claim.

15. The Monitor shall keep a separate record of votes cast by anyone entitled to vote holding Unresolved Affected Claims and shall report to the Court as to the number and amounts of any such votes if determined necessary by the Monitor and pursuant to paragraph 42 of this Order.

16. The votes cast in respect of any Unresolved Affected Claim shall not be counted for any purpose unless, until and only to the extent that such Unresolved Affected Claim is finally determined to be a Proven Claim, or otherwise ordered by the Court.

17. For greater certainty, an Unresolved Affected Claim is finally determined to be a Proven Claim if it is finally determined to be a Proven Claim pursuant to the Plan.

18. Copies of all forms delivered hereunder, as applicable, shall be maintained by the Monitor. The Monitor shall promptly provide copies of all such forms received by the Monitor in

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connection with this Meeting Order including any proxies pursuant to this Meeting Order to counsel for FGC.

AUTHORIZATION TO CALL AND HOLD MEETING

19. FGC is authorized and directed to call, hold and conduct a meeting of the Affected Creditors on December 14, 2023 at 10:00 a.m. (the "**Meeting**"), or as adjourned to such time as the Chair may determine in accordance with paragraph 34 herein, for the purpose of considering, and if deemed advisable by the Affected Creditors, voting in favour of, with or without variation, the resolution to approve the Plan. The Meeting may take place virtually, or a combination of in person and virtually. The Meeting videoconference coordinates, including any relevant login information, shall be communicated by the Monitor to those stakeholders permitted to attend the Meeting under the terms of this Order prior to the Meeting.

NOTICE: POSTING, SERVICE AND PUBLICATION

20. As soon as practicable after the granting of this Meeting Order, the Monitor shall cause a copy of the Meeting Materials and this Meeting Order to be posted on the website established by the Monitor in respect of these proceedings (the "**Monitor's Website**"). The Monitor shall ensure that such materials remain posted on the Monitor's Website until at least one (1) Business Day after the Effective Date.

21. As soon as practicable after the granting of this Meeting Order, the Monitor shall send the Meeting Materials to: (a) each Affected Creditor holding an Proven Claim based on the Claims Procedure Order and the terms of this Order; (b) the service list maintained by the Monitor in these CCAA Proceedings (the "**Service List**"); (c) all shareholders of FGC, and (d) any Creditor who makes a written request to the Monitor for a copy of the Meeting Materials, by e-mail at the last known e-mail address for such Persons set out in the books and records of the Applicants, or by regular mail, fax or courier if an e-mail address for such Persons is not known (except that where such Creditors are represented by counsel known by the Applicants, the email address of such counsel may be substituted) (collectively, the "**Meeting Materials Parties**").

22. As soon as practicable after the granting of this Meeting Order, the Monitor shall cause notice of the Meeting, substantially in the form of the Notice of Meeting and Sanction Hearing, amended or abridged as the Monitor deems reasonable in its discretion for the purposes of publication, to be published for a period of one (1) Business Day in the St. John's Evening Telegram.

23. As soon as reasonably practicable after finalization of any amendments or supplements to the Meeting Materials in accordance with paragraph 11 herein and any amendments, restatements, modifications and/or supplements to the Plan in accordance with paragraph 9 herein the Monitor shall: (a) cause such materials to be posted on the Monitor's Website (where the Monitor shall ensure that such materials remain posted until at least one (1) Business Day after the Effective Date); and (b) if made prior to the Meeting, send such materials electronically to the Meeting Materials Parties or, if made at the Meeting, provide notice to those in attendance at the Meeting prior to the vote being taken to approve the Plan.

24. The posting on the Monitor's Website, service of the Meeting Materials, and/or publication in accordance with paragraphs 20 to 23 above, shall constitute good and sufficient service and notice of this Meeting Order, the Plan and the Meeting on all Persons who may be entitled to receive notice thereof, or who may be entitled to attend personally or by proxy at the Meeting 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. Service shall be effective when dispatched or delivered for dispatch and in the case of service by fax or e-mail, on the day the fax or e-mail was transmitted, unless such day is not a Business Day, or the fax or e-mail transmission was made after 5:00 p.m., in which case, on the next Business Day.

25. The non-receipt of a copy of the Meeting Materials beyond the reasonable control of the Monitor, or any failure or omission to provide a copy of the Meeting Materials as a result of events beyond the reasonable control of the Monitor (including, without limitation, any inability to use postal services) shall not constitute a breach of this Meeting Order, but if any such failure or omission is brought to the attention of the Monitor, then the Monitor

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shall use reasonable efforts to rectify the failure or omission by the method and in the time most reasonably practicable in the circumstances.

RECORD DATE

26. The record date for the purposes of determining which Affected Creditors with Proven Claims that are entitled to vote at the Meeting is one Business Day prior to the Meeting.

TRANSFER AND ASSIGNMENT OF CLAIMS

27. An Affected Creditor may transfer or assign the whole of its Affected Claim prior to the Meeting, provided that neither FGC nor the Monitor shall be obligated to give notice to or otherwise deal with the transferee or assignee of such Affected Claim in respect thereof, including allowing such transferee or assignee of an Affected Creditor to vote at the Meeting, unless and until written notice of such transfer or assignment, together with evidence satisfactory to the Monitor, in its sole discretion, of such transfer or assignment, has been received by the Monitor and the Monitor has provided written confirmation and acknowledgement of the transfer or assignment of such Affected Claim, no later than 9:00 am on the date that is one (1) Business Day prior to the Meeting. Thereafter, such transferee or assignee shall, for all purposes in accordance with this Meeting Order, constitute an Affected Creditor in respect of such Affected Claim, and shall be bound by any and all notices given to the transferor or assignor and steps taken in respect of such Affected Claim. Any such transferee or assignee is not entitled to set-off, apply, merge, consolidate or combine any Affected Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such transferee or assignee to FGC. Where an Affected Claim has been transferred or assigned in part, the transferor or assignor shall retain the right to vote at the Meeting in respect of the full amount of the Affected Claim as determined for voting purposes in accordance with this Meeting Order, and the transferee or assignee shall have no voting rights at the Meeting in respect of such Affected Claim.

28. An Affected Creditor may transfer or assign the whole of such Affected Claim after the Meeting provided that neither FGC nor the Monitor shall be obligated to make any distributions to any such transferee or assignee or otherwise deal with such transferee or assignee as an Affected Creditor, in respect thereof unless and until written notice of such

transfer or assignment, together with evidence satisfactory to the Monitor, in its sole discretion, of such transfer or assignment, has been received by the Monitor and the Monitor has provided written confirmation acknowledging the transfer or assignment of such Affected Claim. Thereafter, such transferee or assignee shall, for all purposes in accordance with this Meeting Order and the Plan, constitutes an Affected Creditor, and shall be bound by any notices given or steps taken in respect of such Affected Claim.

CONDUCT AT THE MEETING

29. The Meeting shall be conducted, and the Plan shall be voted upon and, if approved by the Required Majority, ratified and given full force and effect, in accordance with the provisions of this Meeting Order, the Plan, the CCAA, and any further Order of this Court.

30. A representative of the Monitor, designated by the Monitor in consultation with FGC, shall preside as the chair (the "**Chair**") of the Meeting and, subject to this Meeting Order and any further Order of this Court, shall decide all matters relating to the conduct of the Meeting.

31. The Chair, in consultation with FGC, is authorized to accept and rely upon Proxies (as defined below), or such other forms as may be acceptable to the Chair.

32. The quorum required for the Meeting is the attendance at such Meeting personally or by Proxy of one (1) Affected Creditor with a Proven Claim, determined in accordance with this Meeting Order.

33. The Monitor may appoint scrutineers (the "**Scrutineers**") for the supervision and tabulation of the attendance, the requisite quorum and the votes cast at the Meeting. A Person designated by the Monitor shall act as secretary (the "**Secretary**") at the Meeting.

34. If: (a) the requisite quorum is not in attendance at the Meeting; (b) the Meeting is postponed by the vote of the majority in value of the Affected Creditors with Proven Claims in attendance in person or by proxy; or (c) prior to or during the Meeting, the Chair or the Monitor, in consultation with FGC, otherwise decides to adjourn or postpone such Meeting, then the Meeting shall be adjourned by the Chair to a date thereafter and to such time and place as may be appointed by the Chair in consultation with FGC.

35. The Meeting need not be convened in order to be adjourned and the Chair, with the consent of FGC be, and is hereby authorized to adjourn, postpone or otherwise reschedule the Meeting on one or more occasions to such time(s), date(s) and place(s) as the Chair, with the consent of FGC, as it deems necessary or desirable, provided that any such adjournment or adjournments shall be for a period of not more than thirty (30) days in total from the Meeting and, in the event of any such adjournment, neither FGC nor the Monitor shall be required to deliver any notice of adjournment of the Meeting or adjourned Meeting, provided that the Monitor shall:

(a) post notice of the adjournment on the Monitor's Website; and

(b) provide notice of the adjournment to the Meeting Materials Parties by email as soon as reasonably practicable.

36. Any Proxy validly delivered in connection with the Meeting shall be accepted as a Proxy in respect of any adjourned Meeting.

37. The only Persons entitled to attend and speak at the Meeting are Affected Creditors with Proven Claims or their respective duly appointed proxyholder, representatives of the Monitor and FGC, the Chair, the Secretary and Scrutineers, and all such parties' respective legal counsel and advisors. Any other Person may be admitted to the Meeting on invitation of the Chair.

38. The Chair of the Meeting and the Monitor may rely on representations by attendees to confirm their identification.

VOTING PROCEDURE

39. At the Meeting, after consultation with FGC, the Chair and the Monitor are authorized to direct a vote by such means as the Chair or Monitor may consider appropriate on a resolution to approve the Plan and any amendments thereto, including by electronic voting.

40. Only Affected Creditors holding Proven Claims or their proxies shall be entitled to vote at the Meeting in their respective creditor classes.

41. At the Meeting, each Affected Creditor shall be entitled to one vote equal to the aggregate dollar value of its Proven Claim. For greater certainty, each Affected Creditor that casts a vote at the Meeting in accordance with this Meeting Order shall be counted as an individual Affected Creditor for the purposes of the Meeting.

42. Affected Creditors with Unresolved Affected Claims (or their proxies) may attend and vote at the Meeting and will have their voting intentions with respect to the Unresolved Affected Claims separately recorded by the Monitor and reported to this Court. For purposes of such a vote, each Affected Creditor with an Unresolved Affected Claim is entitled to one vote, which vote shall have the value accepted by the Monitor in accordance with this Order, if any, for voting purposes only, in respect of an Unresolved Affected Claim. Votes by Affected Creditors with Unresolved Affected Claims in respect of such Unresolved Affected Claims will not be considered in the calculation of the Required Majority unless, until and only to the extent that such Unresolved Affected Claim is finally determined to be a Proven Claim; however, if approval or non-approval of the Plan by the Affected Creditors proves to be determined by the votes cast in respect of Unresolved Affected Claims, FGC and the Monitor, on notice to the Service List, shall request this Court's directions and, if necessary, appropriate deferral of the Sanction Hearing and any other applicable dates or an expedited determination of any material Unresolved Affected Claims, as appropriate.

43. A Proven Claim shall not include fractional numbers and shall be rounded down to the nearest whole dollar amount.

44. Every question submitted to be decided at the Meeting, except to approve the resolution to approve the Plan, will be decided by a vote of a majority in value of the Affected Creditors with Proven Claims, in attendance personally or by proxy at the Meeting.

APPROVAL OF THE PLAN

45. In order to be approved, the Plan must receive an affirmative vote by the Required Majority.

46. Following the vote at the Meeting, the Monitor shall tally the votes and determine whether the Plan has been approved by the Required Majority.

47. The results of any vote at the Meeting shall be binding on all Creditors, whether or not any such Creditor attended the Meeting or voted on the resolution to approve the Plan.

VOTING BY PROXY

48. The Monitor, in consultation with FGC, is authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any proxy is completed and executed and is authorized to accept and rely upon proxies substantially in the form attached to this Meeting Order as the Form of Proxy, or such other form as is acceptable to the Monitor, in consultation with FGC (collectively, a "**Proxy**").

49. Any Proxy must be received by the Monitor no later than 5:00 p.m. on the date that is one (1) Business Day prior to the Meeting, or any adjournment thereof, provided that the Monitor may waive strict compliance with the time limits imposed for receipt of a Proxy if deemed advisable to do so by the Monitor, in consultation with FGC.

50. For purposes of tabulating the votes cast on any matter voted upon at a Meeting, the Chair is entitled to rely on any vote cast by a holder of a Proxy that has been duly submitted to the Monitor in accordance with this Meeting Order, without independent investigation.

51. If a duly signed and returned Proxy does not provide an instruction to vote for or against the approval of the resolution on the Plan, the Proxy will be deemed to include an instruction to vote for the approval of the resolution and the Plan, provided that the Proxy holder does not otherwise exercise its right to vote at the Meeting.

52. To the extent that the Monitor is in receipt of more than one Proxy in respect of the same Affected Creditor, the last submitted duly signed and returned Proxy shall be deemed to be such Affected Creditor's instructions with respect to the resolution to vote on the Plan.

MONITOR'S REPORT, SANCTION HEARING

53. The Monitor shall serve on the Service List and file a report to the Court as soon as practicable after the Meeting (the "**Monitor's Report Regarding the Meeting**") with respect to:

    (a) the results of the voting at the Meeting on the resolution to approve the Plan;

    (b) whether the Required Majority has approved the Plan; and

    (c) in its discretion, any other matter which the Monitor considers relevant.

54. In the event that the Plan is approved by the Required Majority, FGC may bring the Sanction Hearing before this Court on ________________ 2023 at _________, or such later date as the Monitor may advise the Service List in these proceedings, provided that such later date shall be acceptable to FGC.

55. The posting on the Monitor's Website, service of the Meeting Materials, and/or publication in accordance with paragraphs 20 to 23 above, shall constitute good and sufficient service and notice of the Sanction Hearing on all Persons entitled to receive such service and no other form of notice or service need be made and no other materials need be served in respect of the Sanction Hearing, except that FGC shall serve the Service List with the motion materials relating to the Sanction Hearing and any additional materials to be used in support thereof and the Monitor shall serve the Monitor's Report regarding the Meeting in accordance with paragraph 53 above.

56. Any Person intending to oppose the Sanction Hearing shall (i) file or have filed with the Court an affidavit and brief and serve such affidavit and brief on the Service List at least five (5) Business Days before the date set for the Sanction Hearing; or such shorter time as the Court, by Order, may allow.

57. In the event that the Sanction Hearing is adjourned, only those Persons appearing on the Service List as of the date of service of FGC's materials in support of the Sanction Hearing shall be served with notice of the adjourned date.

58. Subject to any further order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Meeting Order, the terms, conditions and provisions of the Plan shall govern and be paramount, and any such provision of this Meeting Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

GENERAL

59. If any deadline for any notice or communication required to be delivered pursuant to this Meeting Order falls on a day other than a Business Day, the deadline shall be extended to the next Business Day.

60. Subject to paragraph 24, any notice or other communication to be given under this Meeting Order shall be deemed to have been received: (a) if sent by prepaid ordinary mail or registered mail, on the fifth Business Day after mailing; (b) if sent by courier or personal delivery, on the next Business Day following dispatch, and (c) if delivered by facsimile transmission or 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, and (d) if sent by e-mail, on the day such email was sent.

61. FGC or the Monitor may from time to time apply to this Court to amend, vary, supplement or replace this Meeting Order or for advice and directions concerning the discharge of their respective powers and duties under this Meeting Order or the interpretation or application of this Meeting Order.

62. This Meeting Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

63. FGC and the Monitor shall use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms hereunder are completed and executed and the time in which they are submitted and may waive strict compliance with the requirements of this Meeting Order including with respect to the completion, execution and time of delivery of required forms.

COURT
OFFICER

Schedule "A"

NOTICE OF CREDITORS' MEETING FOR FGC HOLDINGS LTD.

PURSUANT TO THE *COMPANIES' CREDITORS ARRANGEMENT ACT* (CANADA)

NOTICE IS HEREBY GIVEN that a meeting (the "**Meeting**") of the Creditors of FGC Holdings Ltd. (the "**Applicant**"), described in the Plan of Compromise and Arrangement dated October 30, 2023 (as restated, supplemented or amended from time to time in accordance with the provisions thereof, the "**Plan**"), a copy of which accompanies this Notice, will be held to consider and, if deemed advisable, to pass a resolution to approve the Plan proposed by the Applicant pursuant to the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**").

The full text of the resolution to approve the Plan is attached as a schedule to the Meeting Order, a copy of which also accompanies this Notice. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan filed by the Applicant.

This Plan is being considered pursuant to an order of the Supreme Court of Newfoundland and Labrador (the "**Court**") dated November 6, 2023 (as may be amended, the "**Meeting Order**") which authorized and directed the Applicant to present the Plan to the Creditors at the Meeting. In order to become effective, the Plan must be approved by the Required Majority and sanctioned by a final Order of the Court (the "**Sanction Order**").

For purposes of the Meeting, the Plan provides for voting by Affected Creditors and shall be held on December 14, 2023, at 10 a.m. The Meeting shall take place by videoconference or by combination in person and videoconference. The following link may be used to access the Meeting:

Please contact the Monitor for videoconference details.

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A location for the meeting will be provided on request.

VOTING AT CREDITORS' MEETING

Affected Creditors who are not attending at the Meeting are requested to date, sign and return the enclosed form of proxy to the Monitor. In order to be acted upon, the enclosed form of proxy must be received by mail, courier or email to the Monitor at:

Grant Thornton Limited
in its capacity as the Monitor of
FGC Holdings Ltd.
Nova Centre, North Tower
Suite 1000
1675 Grafton Street
Halifax NS B3J 0E9
Attention: Phil Clarke
Email: Phil.Clarke@ca.gt.com

by no later than 5:00 p.m. one (1) Business Day prior to the Meeting or any adjourned Meeting.

If the Affected Creditor is not an individual it may only attend and vote at the Meeting if it has appointed a proxyholder to attend and act on its behalf at the Meeting.

The enclosed form of proxy gives discretionary authority to proxyholders to consider any amendments to the Plan proposed at or prior to the Meeting.

SANCTION HEARING

NOTICE IS HEREBY GIVEN that if the Plan is approved by the Required Majority of Creditors at the Meeting pursuant to the CCAA, the Applicant will seek Court approval of the Plan at a motion for a Sanction Order, which motion shall be heard on ____________________, 2023, or such later date as the Monitor may advise the Service List in these proceedings, provided that such later date shall be acceptable to the Applicant.

DATED this _____ day of _____________, 2023.

GRANT THORNTON LIMITED

Per: ________________________________

Name:
Title:

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Schedule "B"

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 ARRANGMENT OF FGC HOLDINGS LTD.

PROXY FOR USE BY HOLDERS OF AFFECTED CLAIMS

TO BE USED FOR THE MEETING OF CREDITORS (THE "**MEETING**")

Before completing this Proxy, please read carefully the enclosed Instructions for Completion of Proxy set out on the third page herein

Capitalized items not otherwise defined herein have the meaning ascribed to them in the Plan of Compromise and Arrangement of FGC Holdings Ltd. (the "**Applicant**") dated October 30, 2023 (as restated, supplemented or amended from time to time in accordance with the provisions thereof, the "**Plan**").

THE CREDITOR hereby revokes all proxies previously given and nominates, constitutes, and appoints   or, if no person is specified, Phil Clarke of Grant Thornton Limited, the Monitor of the Applicant, or such person as that officer may designate as nominee of the Creditor, with power of substitution, to attend on behalf of and act for the undersigned Creditor at the Meeting and to vote the amount of the Creditor's Claim as determined for voting purposes pursuant to the Meeting Order, as follows:

(mark one only):

☐ VOTE FOR approval of the Plan; or
☐ VOTE AGAINST approval of the Plan; and vote at the nominee's discretion and otherwise act thereat for and on behalf of the Creditor in respect of any amendments or variations to the above matter and to any other matters that may come before the Meeting, or any adjournment thereof.

DATED the _______ day of ___________ 2023.

Q

(Signature of Witness) **(Signature of Claimant)**

If the Claimant is not an individual, print name of Claimant, and name and title of authorized signatory:

Per: ______________________________

Name: ____________________

Title: ____________________

I have the authority to bind the corporation

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INSTRUCTIONS FOR COMPLETION OF PROXY

1. If an officer of Grant Thornton Limited, the Monitor of the Applicant, is appointed or is deemed to be appointed as proxyholder and the Creditor fails to indicate a vote for or against the approval of the Plan on this Proxy, this Proxy will be voted FOR approval of the Plan.

2. Each Creditor who has a right to vote has the right to appoint a person (who does not need to be a Creditor) to attend, act and vote for and on their behalf at the Meeting, or any adjournments thereof, and such right may be exercised by inserting in the space provided therefor the name of the person to be appointed. **If no name has been inserted in the space provided, the Creditor will be deemed to have appointed an officer of the Monitor as the Creditor's proxyholder.**

3. If this proxy is not dated in the space provided, it shall be deemed to bear the date on which it was received by the Monitor.

4. This proxy must be signed by the Creditor or by their attorney duly authorized in writing or, where the Creditor is a corporation, by a duly authorized officer or attorney of the corporation with an indication of the title of such officer or attorney.

5. Valid proxies bearing or deemed to bear a later date shall revoke this proxy. In the event that more than one valid proxy for the same Creditor and bearing or deemed to bear the same date is received with conflicting instructions, such proxies will be treated as disputed proxies and shall not be counted for the purpose of the vote.

6. This Proxy must be received by the Monitor (by mail, courier or email) by no later than 5:00 p.m. one (1) Business Day preceding the Meeting or any adjourned Meeting (the "**Proxy Deadline**") at the following address:

   Grant Thornton Limited
   in its capacity as the Monitor of
   FGC Holdings Ltd.
   Nova Centre, North Tower
   Suite 1000
   1675 Grafton Street
   Halifax NS B3J 0E9
   Attention: Phil Clarke
   Email: Phil.Clarke@ca.gt.com

No Proxy will be accepted by the Chair of the Meeting after the Proxy Deadline.

If the Creditor is not an individual it may only attend and vote at the Meeting if it has appointed a proxyholder to attend and act on its behalf at the Meeting.

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Schedule "C"

TEXT OF PLAN RESOLUTION

FGC HOLDINGS LTD.
(the "Applicant")

Plan of Compromise and Arrangement
under the *Companies' Creditors Arrangement Act*

BE IT RESOLVED THAT:

1. the Plan of Compromise and Arrangement dated October 30, 2023 filed by the Applicant under the *Companies' Creditors Arrangement Act*, as may be amended, restated or supplemented (the "**Plan**"), presented to the Meeting be and is hereby authorized and approved in accordance with the Meeting Order;

2. notwithstanding that this resolution has been passed and the Plan has been adopted by the Creditors and/or approved by the Court, the directors of the Applicant be and are hereby authorized and empowered to amend or not proceed with this resolution in accordance with the Plan and the Meeting Order; and

3. any one director or officer of the Applicant be, and he or she is hereby authorized, empowered and instructed, acting for and in the name of and on behalf of the Applicant (but not the creditors), to execute, or cause to be executed under the seal of the Applicant or otherwise, and to deliver or cause to be delivered for, on behalf of and in the name of the Applicant all such documents, agreements and instruments and to do or cause to be done all such other acts and things as such director or officer of the Applicant determines to be necessary or desirable in order to carry out the Plan, such determination to be conclusively evidenced by the execution and delivery by such directors or officers of such documents, agreements or instruments or the doing of any such act or thing.

Schedule "D"

[The Draft Plan is attached beginning on the next page]

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