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.

Thirteenth Report of Grant Thornton Limited, in its Capacity as Monitor

January 19, 2024

Grant Thornton

Grant Thornton Limited,
Monitor

Suite 300 - 15 International Place
St. John's, NL A1A 0L4

Thirteenth Report of the Monitor

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Introduction

1. Pursuant to an order of the Supreme Court of Newfoundland and Labrador (the "**Court**") made on October 5, 2022 (the "**Initial Order**"), 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**") (collectively, the "**Company**") were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, (the "**CCAA**").

2. The Initial Order appointed Grant Thornton Limited as monitor (the "**Monitor**") in the CCAA proceedings and granted a stay of proceedings (the "**Stay Period**") initially expiring on October 17, 2022. On October 17, 2022, the Court issued an Amended and Restated Initial Order ("**ARIO**") which affirmed the terms of the Initial Order.

3. The Stay Period has been extended multiple times and is currently extended to April 1, 2024.

4. FGC filed a plan of arrangement with its creditors (the "**Plan**"), as described in the Monitor's Tenth Report. FGC sourced financing from a private lender in the amount of $315,000 through a refinancing of 26 Lakeview Drive, Humber Valley. A copy of the Plan is attached to this report as **Appendix "A"**.

5. On November 6, 2023 the Court issued an order (the "**Claims Procedure Order**"), attached as **Appendix "B"**, establishing a process whereby the Monitor would:

    a. Call for claims of its creditors through the implementation of a claims process;

    b. Establish a Claims Bar Date of December 6, 2023 at 5:00 p.m. St. John's time; and

    c. Establish a dispute resolution process for creditors whose claims are revised or rejected by the Applicant and the Monitor.

6. On November 6, 2023 the Court issued an order (the "Meeting Order"), attached as **Appendix "C"**, which:

    a. Authorized the Company to file its plan of arrangement and compromise (the "Plan") and to present the Plan to the Company's creditors; and

    b. Authorized the Company to call, hold and conduct a meeting of creditors (the "Meeting") on December 14, 2023 at 10 am to seek approval of the Plan.

7. This is the Thirteenth Report of the Monitor (the "**Thirteenth Report**"). Additional background information on the Company and the CCAA Proceedings along with all the unsealed documents filed with the Court are available on the Monitor's website, located at: www.grantthornton.ca/ecc (the "**Monitor's Website**"). The Monitor continues to update this website as appropriate.

Thirteenth Report of the Monitor

Purpose of this Report

8. The purpose of this Thirteenth Report is to provide this Honourable Court and the Company's stakeholders with information on:

   a. The results of the Claims Process;

   b. The results of the Meeting held on December 14, 2023; and

   c. The Monitor's recommendation in relation to the Company's request for a Sanction Order, sanctioning the Plan.

Terms of Reference and Disclaimer

9. In preparing this Thirteenth Report, the Monitor has relied upon unaudited financial information, the Company's records, financial information and projections, and discussions with the Company's management. While the Monitor reviewed various documents provided by the Company (including, among other things, unaudited internal financial documents and financial projections) and believes that the information therein provides a fair summary of the transactions as reflected in the documents, such work does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Assurance Standards ("**GAAS**"), Generally Accepted Accounting Principles ("**GAAP**"), or International Financial Reporting Standards ("**IFRS**"). Accordingly, the Monitor expresses no opinion or other form of assurance pursuant to GAAS, GAAP or IFRS with respect to such information.

10. In the course of its mandate, the Monitor has assumed the integrity and truthfulness of the information and explanations presented to it by the Company, its management and other stakeholders, within the context in which such information was presented. To date, nothing has come to the Monitor's attention that would cause it to question the reasonableness of these assumptions, or accuracy of the information. The Monitor has requested that management bring to its attention any significant matters which were not addressed in the course of the Monitor's specific inquiries. Accordingly, this Report is based solely on the information (financial or otherwise) made available to the Monitor by the Company, its management, and other stakeholders.

11. This Thirteenth Report has been prepared for the use of this Honourable Court and the Company's stakeholders as general information relating to the Company and to assist the Court in administering this proceeding. Accordingly, the reader is cautioned that this Report may not be appropriate for any other purpose. The Monitor will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Thirteenth Report contrary to the provisions of this paragraph.

12. Capitalized terms not defined in this Thirteenth Report have the meanings ascribed to them in the Initial Order, the Originating Application, or the previous reports of the Monitor.

13. All references to dollars are in Canadian currency unless otherwise noted.

Claims Process

14. In accordance with the notice requirements of the Claims Procedure Order, the Monitor:

    a. On November 9, 2023 posted a copy of the unsigned Claims Procedure Order to the Monitor's Website;

    b. On November 16, 2023, the Monitor published the Notice to Creditors in the in The Telegram newspaper. A copy of the Notice to Creditors and tear sheet are attached as **Appendix "D"**; and

    c. On November 9, 2023 the Monitor sent by e-mail to each of the creditors a claims package consisting of the Notice to Creditors, the Plan of Arrangement, a Proof of Claim Form and instructions on how to submit a Proof of Claim form (schedule A, B, and C of the Claims Procedure Order).

15. A copy of the Monitor's Affidavit of Service to the creditors, the e-mail transmissions, and the claims package documents are attached as **Appendix "E"**.

16. The Claims Procedure Order set the Claims Bar Date on December 6, 2023 at 5:00 p.m. (St. John's time). As of the Claims Bar Date the monitor received the following Proofs of Claim:

	Claims Received and Admitted		
Proven Claims	**Secured Class**	**Unsecured Class**	**Total**
Canada Revenue Agency	$ -	$ 46,208.21	$ 46,208.21
Dawe & Tuck Professional Corporation	-	1,725.00	1,725.00
Total in Value	**$ -**	**$ 47,933.21**	**$ 47,933.21**
Total in Number	**2**	**2**	**4**

17. The Monitor also acknowledged the secured claim of the Royal Bank of Canada ("**RBC**") in the amount of $240,103 pursuant to paragraph 13 of the Claims Procedure Order.

18. No other creditors came forward prior to, or after, the Claims Bar Date to advance a claim. The Monitor remain unaware of any other claims.

Meeting of Creditors and Approval of the Plan

19. In accordance with the notice requirements of the Meeting Order, the Monitor:

    a. On November 9, 2023, posted a copy of the Meeting Order to the Monitor's Website.

    b. On December 11, 2023, the Monitor sent by e-mail a copy of the Notice to Creditors of the meeting including a proxy form for voting purposes, a voting letter template, the

Plan of Arrangement and the Text of the Proposed Resolution to approve the Plan of Arrangement to creditors who had filed proofs of claim. A copy of the e-mail transmission is attached as **Appendix "F"**.

20. The date of the Creditors Meeting and reporting on FGC's Plan of Arrangement was outlined in the Monitor's 10th Report.

21. The Service List and shareholders of FGC received FGC's Plan of Arrangement and the Monitor's 10th Report outlining the timelines, the Claims Procedure Order and the Meeting Order.

22. No other creditors have come forward requesting any of the Meeting Materials.

23. A publication of the Notice of Meeting in the St. John's Evening Telegram was determined to be unnecessary by the Monitor given all creditors who had filed proof of claims, and the Service List, had knowledge of the Creditors Meeting.

24. The meeting of creditors was held on December 14, 2023, as required by the Meeting Order.

25. The minutes of the meeting of creditor (the "Minutes") are attached as **Appendix "G"**.

26. As shown in the Minutes, the Company's Plan was approved unanimously.

Conclusion and Recommendations

27. Based on the foregoing, the Monitor recommends the Company's application for a Sanction Order, sanctioning the Plan, be approved on the basis that:

    a. The Plan was approved by the statutory majority of creditors being majority in number and 2/3 in value;

    b. The Plan is fair and reasonable in the circumstances and will result in an anticipated recovery to Creditors and stakeholders greater than would be received in a liquidation under the Bankruptcy and Insolvency Act; and

    c. The Company has acted and continues to act in good faith and with due diligence, has complied with all statutory requirements of the CCAA, and has complied with all Orders of this Honourable Court.

Dated at Halifax, Nova Scotia the 19th day of January 2024.

GRANT THORNTON LIMITED, in its capacity as Monitor of ***EDWARD COLLINS CONTRACTING LIMITED, H & E DESIGNS LTD., CLASSIC SECURITY LTD., FGC HOLDINGS LTD. AND 51037 NEWFOUNDLAND & LABRADOR INC.*** and not in its personal capacity

Per: ______________________________

Name: Phil Clarke, CPA, CA, CIRP, LIT
Title: Senior Vice President

Appendix “A”

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.

Appendix “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 ARRANGEMENT OF EDWARD COLLINS CONTRACTING LIMITED, H & E DESIGNS LTD., CLASSIC SECURITY LTD., FGC HOLDINGS LTD. AND 51037 NEWFOUNDLAND & LABRADOR INC.

CLAIMS PROCEDURE ORDER

Before the Honourable Justice Alexander MacDonald on November 6, 2023

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

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

a

Filed Nov 27/23

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

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

IT IS HEREBY ORDERED THAT:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

"**Creditor**" means any Person having a Claim against the Company, and may, where the context requires, include the assignee of such a Claim or a trustee, receiver, receiver and manager, or other Person acting on behalf of such creditor and any Person having a statutory or other claim capable by law of taking priority over the claims of a Creditor;

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE TO CREDITORS AND OTHERS

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

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

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

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

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

CLAIMS PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

PROTECTIONS FOR THE MONITOR

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

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

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

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

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

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

DIRECTIONS

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

DISTRIBUTION

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

MISCELLANEOUS

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

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

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

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

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

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

23. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such

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

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

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

~~Deputy~~ Prothonotary

COURT
OFFIC

SCHEDULE "A"
NOTICE TO CREDITORS

Court File No. 2022 01G 1964

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

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

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

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

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

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

SCHEDULE "A"
NOTICE TO CREDITORS

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

SCHEDULE "B"
INSTRUCTIONS

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

A. CLAIM PROCEDURE FOR CREDITORS

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

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

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

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

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

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

Phil Clarke

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

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SCHEDULE "B"
INSTRUCTIONS

B. FOR CREDITORS SUBMITTING A PROOF OF CLAIM

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

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

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

C. FOR CREDITORS RECEIVING NOTICE OF DISALLOWANCE

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

D. FOR CREDITORS SUBMITTING DISPUTE NOTICE

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

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

SCHEDULE "C": PROOF OF CLAIM

A. PARTICULARS OF CREDITORS

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

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

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

3 Telephone Number: [*telephone number*]

4 Facsimile Number: [*fax number*]

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

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

Yes [ ] No [ ]

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

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

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

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

3 Telephone Number: [*telephone number*]

4 Facsimile Number: [*fax number*]

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

C. PROOF OF CLAIM

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

1 that I [*tick one*]

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

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

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

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

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

TOTAL CLAIM: $[*amount*] CAD

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

D. PARTICULARS OF CLAIM

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

SCHEDULE "C": PROOF OF CLAIM

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

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

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

Per: ____________________________

[*Name of Creditor*]

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

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

Fax 902-420-1068

Email: Phil.clarke@ca.gt.com

SCHEDULE "D" NOTICE OF DISALLOWANCE

Reference Number [*number*]

NOTICE OF DISALLOWANCE

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

Please read carefully the Instruction Letter accompanying this Notice.

TO: [*name of Creditor*]

The Monitor hereby gives you notice that they have reviewed your Claim and has revised or rejected your Claim.

REASONS FOR DISALLOWANCE OR REVISION

Explanation of revision or rejection

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

The form of Dispute Notice is enclosed.

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

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

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

____

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

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SCHEDULE "E" DISPUTE NOTICE

Dispute Notice

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

Please read carefully the Instruction Letter accompanying this Notice.

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

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

Name of Creditor: [*specify*].

____

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

____

[*Please print name and position*]

Telephone Number: [*telephone number*]

Facsimile Number: [*fax number*]

Full Mailing Address: [*address*]

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

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

Attention: Phil Clarke

Fax 902-420-1068

Email: Phil.clarke@ca.gt.com

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Appendix “C”

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

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.

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(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

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.

2

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]

d

Appendix “D”

Court File No. 2022 01G 1964

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

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

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

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

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

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

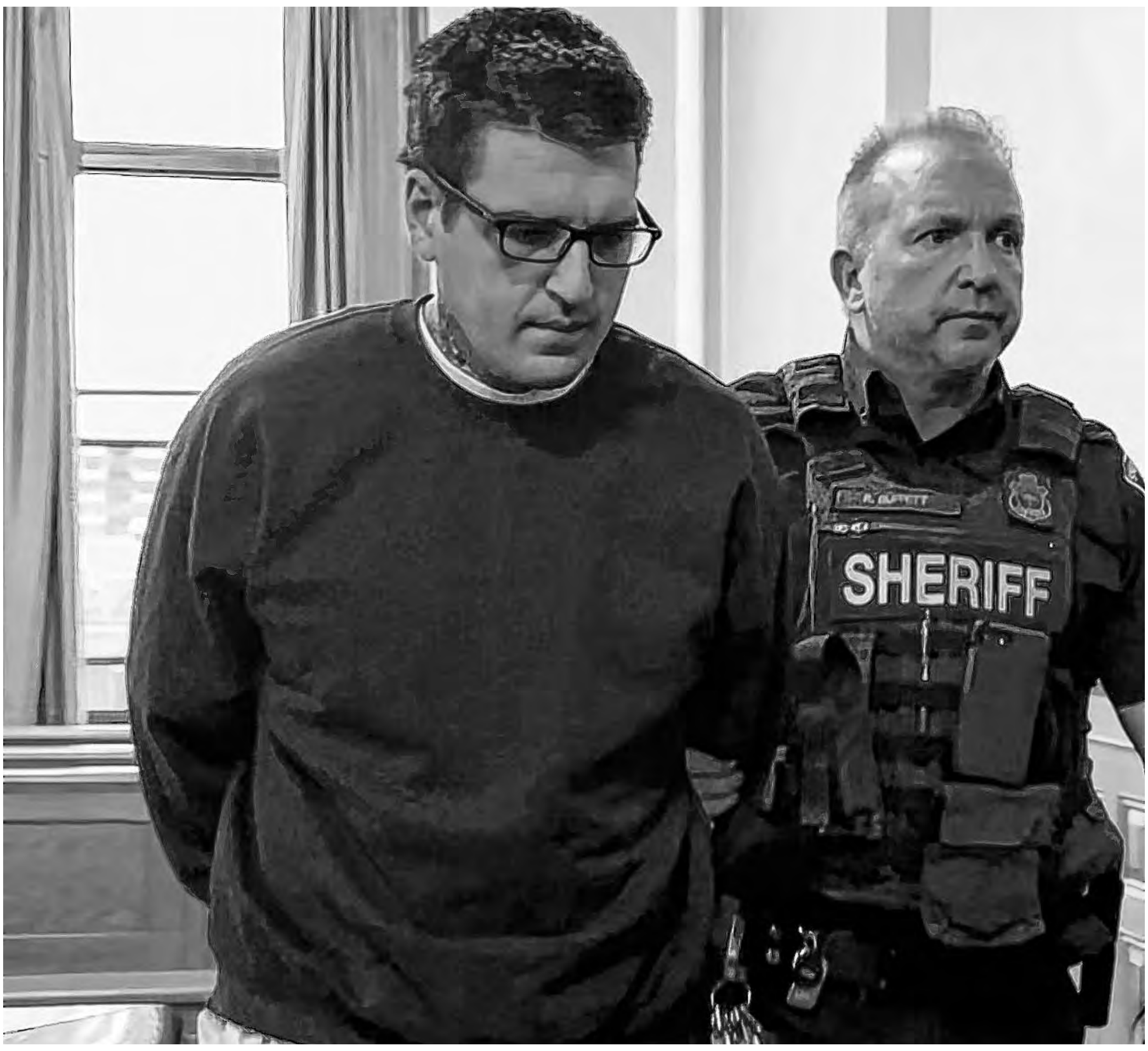
CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE FOREVER BARRED.

JUSTICE

Accused shooter ends trial with guilty pleas

Fowler pleaded guilty to five of 19 charges, acknowledging he shot man in struggle over Facebook messages

TARA BRADBURY
THE TELEGRAM
tara.bradbury@thetelegram.com
@tara_bradbury



A sheriff's officer escorts Matthew Fowler from the St. John's courtroom where his trial on charges connected to a 2022 shooting in Conception Bay South began Tuesday, Nov. 14. **TARA BRADBURY ▪ THE TELEGRAM**

Matthew Fowler's trial on charges related to a shooting in Conception Bay South ended as quickly as it began this week, after he made a plea deal.

With Royal Newfoundland Constabulary (RNC) officers waiting outside the courtroom to testify, Fowler's lawyer, MacKenzie Hughes, told the court his client had come to a resolution with the Crown.

Fowler, 32, officially entered guilty pleas to five charges Wednesday — reckless discharge of a firearm, being unlawfully in a dwelling, unauthorized possession of a firearm in a motor vehicle, failure to stop for police and refusing a police demand — ending the trial that had started a day earlier on 19 offences.

The Crown is expected to withdraw the remaining charges, laid in relation to two shootings on Sept. 22, 2022, one on Uplands Road in Chamberlains and one on Greeleytown Road in Foxtrap, in which two men were injured.

One of the men had been scheduled to testify on the first day of trial and a warrant was issued for his arrest when he didn't show up at court.

Fowler answered "I do" when Justice Peter O'Flaherty asked Wednesday if he was acknowledging voluntarily changing his pleas and whether he understood the consequences.

Prosecutor Sheldon Steeves read aloud an agreed statement of facts, saying Fowler had gotten upset over Facebook messages between his girlfriend and other males, and went to a home on Uplands Road in Chamberlains to speak to one of the men. A struggle ensued, during which Fowler struck the man in the head with a firearm and shot him; the bullet went through the man's wrist and into his thigh, from which it was surgically removed a month later. The victim called 911 and said he had been shot by Fowler and needed an ambulance.

Police visited Fowler's home and saw him getting behind the wheel of a grey Hyundai Elantra with two other people aboard. RNC officers followed the car to Portugal Cove-St. Philip's, and saw someone throw something from a passenger-side window. They found a .38 calibre handgun in a roadside ditch, and testing revealed it carried the victim's DNA and could have fired the recovered bullet.

Police used a spike belt to try to stop the Elantra near the intersection of St. Thomas Line and Paradise Road after trying unsuccessfully to get the driver to pull over, and he refused to stop the car even though the tires had deflated, eventually coming to a halt after members of the RNC's Tactics and Rescue Unit blocked it from the front and back with their vehicles.

"When TRU team members approached the vehicle, the driver was observed taking a small bag of white powder from his coat pocket and snorting a small amount," Steeves read from the agreed facts. "When officers attempted to remove the driver from the vehicle, the driver resisted. The male had to be tasered before being pulled from the vehicle and placed in handcuffs."

Fowler refused to comply with drug impairment tests and was found to be carrying brass knuckles. As well, he and another person in the car tested positive for gunshot residue.

At the time, residents of the Avalon Peninsula received an emergency advisory on their TVs and cellphones of an "active criminal threat following three shootings in the town of C.B.S.," and all schools in the area went into lockdown mode. The RNC advised people to remain indoors with entrances locked while they searched for the suspect.

Fowler's lawyer told the court he plans to make an application for enhanced remand credit on account of unusually harsh conditions his client has faced while in Her Majesty's Penitentiary awaiting trial. The matter will return to court for a sentencing hearing Nov. 24.

'I'll never be able to say thank you enough'

FROM A1

FIVE-YEAR-OLD

This will allow Raymond to continue going to school and being a kid while they wait for a transplant.

GOOD ATTITUDE

In the meantime, Raymond has been in good spirits.

"We spent Halloween and his birthday at the Janeway. The day after his birthday, we flew up here," Allison said.

She said Raymond thought it was the best Halloween ever. He enjoyed cake on his birthday, and his trip to Halifax was his first time on a plane. This was an exciting adventure for a little boy who loves "anything that moves."

"It was his first time on the plane, which he loved. He thought it was the best thing ever," Allison said.

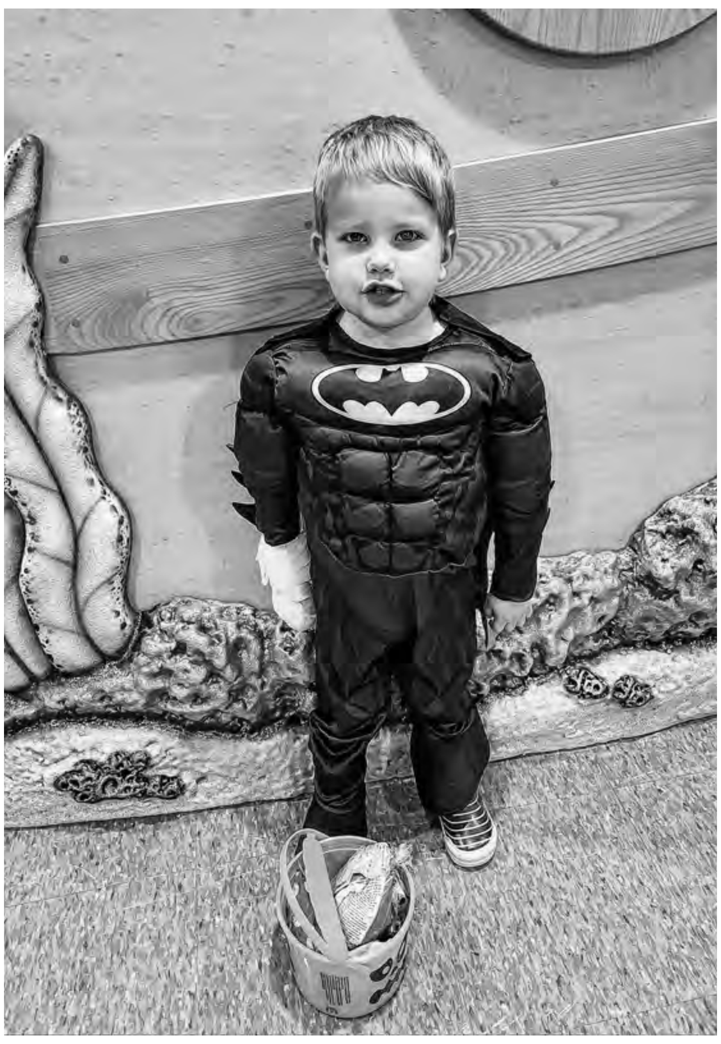
Raymond hasn't asked to go home yet, which surprises Allison.

"He knows he has to stay there until he gets better. That's what he says."

LOCAL SUPPORT

The Wisemans have received an outpouring of support from their loved ones and local church.

In Springdale, Allison's family organized a gospel concert where the money raised would help them with living and travel expenses as they are off work and with Raymond in Halifax.



This Halloween, Raymond went trick-or-treating at the Janeway Children's Hospital before heading to Halifax. **CONTRIBUTED**

Their church in St. John's also took offerings to help the family. They are overwhelmed and grateful for their kindness.

"There were people just sending us money out of nowhere. I don't even know where they got my email address," Allison said.

"I'll never be able to say thank you enough for the love and support we've been given over the last few weeks. It means the world to us."

In the meantime, Raymond has been a champ.

Earlier this week, he walked around the hospital in his space pyjamas and rubber boots, checking out the goldfish swimming around their fish tank.

Appendix “E”

Court No.: 2022 01G 1964

AFFIDAVIT OF SERVICE BY MONITOR

In the Matter of the *Companies' Creditors Arrangement Act,* R.S.C. 1985, C. c-36, as amended and in the Matter of Edward Collins Contracting Ltd., H & E Designs Ltd., Classic Security Ltd., FGC Holdings Ltd., and 51037 Newfoundland & Labrador Inc. (the "Company")

I, the undersigned, of the Monitor's office of Grant Thornton Limited, hereby make oath and say:

That on the 9th day of November 2023, we did cause to be sent by email the Claims Package consisting of the Notice to Creditors, the Plan of Arrangement, a Proof of Claim form and instructions on how to submit a Proof of Claim form to the service list on the attached Exhibit "A".

SWORN BEFORE ME at the City
Halifax, Province of Nova Scotia,
this 17th day of January, 2024.

A Commissioner of the Supreme Court of Nova Scotia

Phil Clarke

Allan R. MacDonald
A Commissioner of the
Supreme Court of Nova Scotia
Expiry: June 22nd, 2027

Exhibit "A"

Dawe & Tuck Professional Corporation
PO Box 20085
Bay Roberts, NL
A0A 1G0
dtuck@cjdaa.ca

Canada Revenue Agency
Nova Scotia Tax Services Office
145 Hobson's Lake Drive
PO Box 638
Halifax, NS
B3J 2T5
Maeve.Baird@justice.gc.ca; Sophie.Dupre@justice.gc.ca

Royal Bank of Canada
c/o Stewart McKelvey LLP
Suite 1100, Cabot Place
100 New Gower St.
St. John's, NL
A1C 6K3
Attn: Mr. Neil Jacobs, KC
njacobs@stewartmckelvey.com; steven.j.mclaughlin@parthenon.ey.com

MacDonald, Allan

From: Clarke, Phil
Sent: November 9, 2023 8:26 AM
To: maeve.baird@justice.gc.ca; Dupré, Sophie
Cc: Caitlin Fell
Subject: FGC - Plan of Arrangement
Attachments: Edward Collins Contracting Ltd. 2022 01G 1964 [Filing Oct 30] .pdf; FGC PROOF OF CLAIM FORM.pdf; FGC Plan of Arrangement Notice to Creditors.pdf; FGC Claims Procedure Instructions.pdf

Maeve/ Sophie:

On October 30, 2023 FGC prepared a plan of arrangement for its creditors. On November 6, 2023, the court approved a claims procedure order and a meeting order. I don't have orders back from the court but have the versions submitted with the application. Attached for your records is:

- Plan of Arrangement dated October 30, 2023;
- Claims Procedure Order verbally approved by the court on November 6, 2023;
- Meeting Order verbally approved by the court on November 6, 2023.

I have also attached a proof of claim form, notice to creditors and procedure instructions.

I understand that CRA has not completed any audit of FGC. Let me know if CRA intends to do so.

Cheers,

Phil Clarke | Partner
Grant Thornton LLP
Nova Centre, North Tower | Suite 1000 - 1675 Grafton Street | Halifax | NS | B3J 0E9
T +1 902 420 7191 | **F** +1 902 420 1068
E Phil.Clarke@ca.gt.com | **W** http://www.grantthornton.ca/

MacDonald, Allan

From: Clarke, Phil
Sent: November 9, 2023 8:35 AM
To: Doug Tuck
Subject: FGC - Plan of Arrangement
Attachments: Edward Collins Contracting Ltd. 2022 01G 1964 [Filing Oct 30] .pdf; FGC PROOF OF CLAIM FORM.pdf; FGC Plan of Arrangement Notice to Creditors.pdf; FGC Claims Procedure Instructions.pdf

Doug:

On October 30, 2023 FGC prepared a plan of arrangement for its creditors. On November 6, 2023, the court approved a claims procedure order and a meeting order. I don't have orders back from the court but have the versions submitted with the application. Attached for your records is:

- Plan of Arrangement dated October 30, 2023;
- Claims Procedure Order verbally approved by the court on November 6, 2023;
- Meeting Order verbally approved by the court on November 6, 2023.

I have also attached a proof of claim form, notice to creditors and procedure instructions.

Please complete the proof of claim and send it to my attention.

Cheers,

Phil Clarke | Partner
Grant Thornton LLP
Nova Centre, North Tower | Suite 1000 - 1675 Grafton Street | Halifax | NS | B3J 0E9
T +1 902 420 7191 | **F** +1 902 420 1068
E Phil.Clarke@ca.gt.com | **W** http://www.grantthornton.ca/

MacDonald, Allan

From: Clarke, Phil
Sent: November 9, 2023 8:24 AM
To: Neil Jacobs (njacobs@stewartmckelvey.com); Steve McLaughlin
Cc: Caitlin Fell
Subject: FGC - Plan of Arrangement
Attachments: Edward Collins Contracting Ltd. 2022 01G 1964 [Filing Oct 30] .pdf; FGC PROOF OF CLAIM FORM.pdf; FGC Plan of Arrangement Notice to Creditors.pdf; FGC Claims Procedure Instructions.pdf

Neil / Steve:

On October 30, 2023 FGC prepared a plan of arrangement for its creditors. On November 6, 2023, the court approved a claims procedure order and a meeting order. I don't have orders back from the court but have the versions submitted with the application. Attached for your records is:

- Plan of Arrangement dated October 30, 2023;
- Claims Procedure Order verbally approved by the court on November 6, 2023;
- Meeting Order verbally approved by the court on November 6, 2023.

The RBC mortgage here is $240,103. The Monitor has already determined that the RBC security is valid and enforceable. Please advise if you intend to file a proof of claim, or are ok with the Monitor acknowledging the RBC secured claim (which I would do under separate cover).

Cheers,

Phil Clarke | Partner
Grant Thornton LLP
Nova Centre, North Tower | Suite 1000 - 1675 Grafton Street | Halifax | NS | B3J 0E9
T +1 902 420 7191 | **F** +1 902 420 1068
E Phil.Clarke@ca.gt.com | **W** http://www.grantthornton.ca/

GrantThornton

Court File No. 2022 01G 1964

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

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

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

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

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

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

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

E-MAILED
30 Oct 23

O'KEEFE & SULLIVAN

BY COURIER

The Supreme Court of Newfoundland and Labrador
233 Duckworth Street,
St. John's, NL
PO Box 937
Attn: Justice Alexander MacDonald

Via Email: AnettePower@supreme.court.nl.ca

30 October 2023

To the Registry:

Re: Edward Collins Contracting Ltd.
In Re: *Companies Creditors Arrangement Act,* RSC 1985 C-13
2022 01G 1964

Please find the interlocutory application of FGC Holdings Inc. enclosed herewith, along with our cheque for filing the same.

We note this has been sent to Mr. Justice MacDonald's office by email as he is hearing this on 06 November 2023.

Regards,

DARREN D. O'KEEFE
dokeefe@okeefesullivan.com

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

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

NOTICE OF MOTION

FGC Holdings Ltd. ("**FGC**") a member of the ECC Group, makes application pursuant to Part 1 of the CCAA, and says as follows:

NATURE OF APPLICATION:

1. The Applicant, FGC is member of the ECC Group, seeks an order of this Honourable Court pursuant to the *Companies Creditors Arrangement Act* seeking approval of its proposed plan of arrangement (the "**POA**"), including the draft meeting order (the "**Meeting Order**") and draft claims procedure order ("**Claims Procedure Order**").

MATERIAL FACTS:

2. The POA has been reviewed and approved by FGC. In the context of these CCAA proceedings, FGC seeks to have the POA approved by the Court with the concurrence of the Monitor.

EVIDENCE TO BE RELIED ON AT THE HEARING:

3. The 10th report of the Monitor, to be filed;

4. The affidavit of Frank Collins, dated 30 October 2023, as filed.

RELIEF SOUGHT:

5. The Applicant therefore applies for an Order:

    1. Approving the POA;
    2. Approving the Meeting Order, as filed;
    3. Approving the Claims Procedure Order as filed.

6. Such other relief as this Honourable Court deems mete and just.

DATED AT St. John's, in the Province of Newfoundland and Labrador, this 36th. day of October 2023.

O'KEEFE & SULLIVAN

Darren D. O'Keefe
Solicitors for the ECC Group
Whose address for service is:
Suite 202, 80 Elizabeth Ave.,
St. John's, NL, A1A 1W7
dokeefe@okeefesullivan.com

TO:

Supreme Court of Newfoundland and
Labrador Trial Division (General)
Court House, 309 Duckworth Street
P.O. Box 937
St. John's, NL A1C 5M3

AND TO:

The Service List attached hereto as Schedule "A"

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.

<u>SCHEDULE "A"</u>

RECONSTRUCT LLP Royal Bank Plaza, South Tower 200 Bay Street Suite 2305, P.O. Box 120 Toronto, ON M5J 2J3 Caitlin Fell (LSO #60091H) Tel: 416.613.8282 cfell@reconllp.com Sharon Kour (LSO #58328D) Tel: 416.613.8283 skour@reconllp.com Shaun Parsons (LSO #81240A) Tel: 416.613.8284 sparsons@reconllp.com Fax: 416.613.8290 Lawyers for the Monitor	**DEPARTMENT OF JUSTICE AND PUBLIC SAFETY** P.O. Box 8700 4th Floor, East Block Confederation Building St. John's, NL A1B 4J6 David L. Hearn Tel: 709.729.1337 davidhearn@gov.nl.ca Nicholas A. Leamon Tel: 709.729.5942 nickleamon@gov.nl.ca Chelsey Buggie Tel: 506.624.3700 ChelseyBuggie@gov.nl.ca Lawyers for the Government of Newfoundland and Labrador

O'KEEFE & SULLIVAN 80 Elizabeth Ave., 2nd Floor, St. John's, NL A1A 1W7 Darren D. O'Keefe Tel: 709.700.0911 dokeefe@okeefesullivan.com Lawyer for the Company	**JUSTICE CANADA** Duke Tower 5251 Duke Street, Suite 1400 Halifax, NS B3J 1P3 Maeve Baird Tel: 709.772.7609 maeve.baird@justice.gc.ca Sophie Dupré Tel: 902.407.7674 Sophie.dupre@justice.gc.ca Lawyer for the Minister of National Revenue
BENSON BUFFETT Suite 900, Atlantic Place 215 Water Street St. John's NL A1C 6C9 Sean Pittman Tel: 709.570.7225 spittman@bensonbuffett.com	**INTACT INSURANCE** 10830 Jasper Avenue, Suite 700 Edmonton, AB T5J 2B3 Trent Kulchar trent.kulchar@intact.net Shazleen Cheyne shazleen.cheyne@intact.net Ankur Anil ankur.anil@intact.net In-house counsel for Intact Insurance
STEWART McKELVEY Suite 1100, Cabot Place 100 New Gower St. St. John's, NL A1C 6K3 Neil L. Jacobs 709.570.8888 njacobs@stewartmckelvey.com Joseph J. Thorne Tel: 709.570.8850 joethorne@stewartmckelvey.com Lawyers for the Royal Bank of Canada	**BORDEN LADNER GERVAIS LLP** Bay Adelaide Centre, East Tower 22 Adelaide Street West, Suite 3400 Toronto, Ontario M5H 4E3 Mark Borgo Tel: 416.367.7887 mborgo@blg.com Andrew Punzo Tel: 416.367.6005 apunzo@blg.com Lawyers for Western Surety Company
COLE LAW OFFICES	GRANT THORNTON LLP CANADA

177 Hamlyn Road St. John's, NL A1E 5Z5 Ronald A. Cole Tel: 709.368.8377 ron@colelaw.ca	20th Floor, 200 King Street West Toronto, ON M5H 3T4 Phil Clarke Tel: 905.421.1734 phil.clarke@ca.gt.com Grant Thornton Limited, the Monitor
CANACCEDE FINANCIAL GROUP 170 University Avenue Toronto, ON M5H 3B3 sbinsolvency@canaccede.com	**RODCO MECHANICAL LIMITED** 410 CBS Highway Holyrood, NL A0A 2R0 Steve Puddicombe steve@rodcomechanical.com
ERNST & YOUNG INC. Benjamin Place 11 Englehart Street, Suite 200 Dieppe, NB E1A 7Y7 Steven J. McLaughlin Tel: 506.388.7762 steven.j.mclaughlin@parthenon.ey.com Lawyer for Ernst & Young Inc.	**BOYNECLARK LLP** 99 Wyse Road. Suite 600 Dartmouth, NS B3A 4S5 Tim Hill KC Tel: 902.460.3442 thill@boyneclarke.ca Joshua J. Santimaw Tel: 902.460.3451 jsantimaw@boyneclarke.ca Lawyers for Daimler Truck Financial Services Canada Corporation
Peter J. Byrne peterjbyrne@hotmail.com Josh Collins josh__4@hotmail.com	**LEWIS, SINNOTT, FITZGERALD** 301-140 Water Street. TD Place P.O. Box 884, Stn. C St. John's, NL A1C 5L7 Andrew A. Fitzgerald Tel: 709.753.7810 afitzgerald@nfld.net Lawyers for S.R. Stack & Company Ltd.
STEWART MCKELVEY Suite 1100, Cabot Place 100 New Gower St. St. John's, N.L.	**WELLS FARGO** 1500 Bank Street Ottawa, ON K1H 7Z2

A1C 6K3 Neil Jacobs njacobs@stewartmckelvey.com Matthew Craig mcraig@stewartmckelvey.com Lawyers for Bryants Cove, Humber Arm South, Town of Placentia	Marc Ethier Marc.Ethier@wellsfargo.com
TOWN OF DEER LAKE deerlaketownmanager@nf.aibn.com	**PROVINCE OF NEWFOUNDLAND AND LABRADOR** David Hearn davidhearn@gov.nl.ca; Nick Leamon nickleamon@gov.nl.ca
TOWN OF FOX HARBOUR townoftownoffoxharbour@gmail.com	**McCARTHY TETRAULT LLP** Suite 4000 421 - 7th Avenue SW Calgary AB T2P 4K9 Pantelis Kyriakakis pkyriakakis@mccarthy.ca Tel: 1 403-260-3536 Nathan Stewart nstewart@mccarthy.ca Tel: 1 403-260-3534 Lawyers for Caterpillar Financial Services Limited (CFSL)
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Inc	

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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 Ltd., Classic Security Limited, FGC Holdings Limited, 51037 Newfoundland and Labrador Inc. and H&E Designs Ltd. (collectively, "**ECC**" or the "**Company**"); and

SUMMARY OF CURRENT DOCUMENT	
Court File Number (s):	2022 01G 1964
Date of Filing of Document:	30 October 2023
Name of Filing Party or Person:	Applicant, Edward Collins Contracting Ltd. ("**ECC**"), Classic Security Limited ("**Classic**"), FGC Holdings Limited ("**FGC**"), 51037 Newfoundland and Labrador Inc. ("**51037**") and H&E Designs Ltd. ("**H&E**") (collectively, "**ECC Group**" or the "**Company**")
Application to which Document being filed relates:	Interlocutory Application *(Inter Partes*) filed by the Applicant.
Statement of purpose in filing:	In support of an Interlocutory Application seeking an interlocutory injunction.
Court Sub-File Number, if any:	N/A

AFFIDAVIT

I, Francis Collins of the Town of Placentia, in the Province of Newfoundland and Labrador, MAKE OATH AND SAY THAT:

1. I am a director of FGC Holdings Ltd. ("**FGC**") who are a member of the ECC Group and am familiar with the facts set out in the application.

2. That FGC applies for order approving FGC's proposed plan of arrangement pursuant to Part 1 of the CCAA, which includes the following:

a. A plan of arrangement filed pursuant to Part 1 of the CCAA;
b. A proposed Meeting Order; and
c. A proposed Claims Procedure Order.

3. I have reviewed the contents of the application and approve the same on behalf FGC. The facts as stated are true to the best of my knowledge, information and belief.

4. I do hereby state and do verily believe that the Plan of Arrangement proposed is in the best interests of the Estate of the ECC Group, its creditors, and stakeholders.

5. That I make this affidavit in support of the within application and for no other purpose.

SWORN at St. John's, Newfoundland and Labrador, on the 30 day of October 2023, before me

Commissioner, notary public, etc.
Darren D. O'Keefe, B.C.L, LL.B
Barrister, Solicitor, Notary Public
Newfoundland & Labrador, Canada

Francis Collins

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.

PLAN OF ARRANGEMENT UNDER PART 1 OF COMPANIES' CREDITORS ARRANGEMENT ACT

Dated October 30, 2023

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.

Court File No. 2022 01G 1964

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

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

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

CLAIMS PROCEDURE ORDER

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

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

AND UPON READING the Affidavit of Service of ● confirming that all of the Company's creditors and shareholders which are likely to be affected by this Claims Procedure Order were duly served with notice of this Motion;

AND UPON IT APPEARING that the Monitor has expressed its approval of the claims and claims bar process, and has recommended this Order for approval by the Court;

IT IS HEREBY ORDERED THAT:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

"**Creditor**" means any Person having a Claim against the Company, and may, where the context requires, include the assignee of such a Claim or a trustee, receiver, receiver and manager, or other Person acting on behalf of such creditor and any Person having a statutory or other claim capable by law of taking priority over the claims of a Creditor;

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE TO CREDITORS AND OTHERS

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

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

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

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

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

CLAIMS PROCEDURE

8. The Monitor, in consultation with the Company, shall review each Proof of Claim and Schedule to Proof of Claim filed and, shall accept, revise or reject each Claim set out therein for purposes of the Funds Distribution Process. The Monitor shall, as soon as possible after receipt of a Proof of Claim but in any event no later than ten days following the Claims Bar Date (or such later date as the Monitor may specify if it has agreed prior to the Claims Bar Date to receive such Proof of Claim after the Claims Bar Date), notify each Creditor who has filed a Proof of Claim as to whether such Creditor's Claim has been revised or rejected and the reasons therefor by delivery of a Notice of Disallowance substantially in the form attached as **Schedule "D"** hereto. Where the Monitor does not deliver by the aforementioned date a Notice of Disallowance to a Creditor who has submitted a Proof of Claim, then the Monitor shall be deemed to have accepted such Creditor's Claim, which Claim shall be treated as a Proven Claim for Funds Distribution Process purposes.

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

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

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

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

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

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

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

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

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

PROTECTIONS FOR THE MONITOR

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

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

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

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

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

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

DIRECTIONS

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

DISTRIBUTION

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

MISCELLANEOUS

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

19. Except as set out in this Order, any notice or communication (including Notices of Determination of Claims) to be given under this Order by the Monitor to a Creditor shall be in writing and may be delivered by prepaid ordinary mail, by courier, by delivery or electronic mail to the Claimant to such address or e-mail address, as applicable, for such Claimant as shown on the Books and Records of the Company or as set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Newfoundland and Labrador, the fifth Business Day after mailing within Canada (other than within Newfoundland and Labrador) and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by email by 5:00 p.m. on a Business Day, on such

Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

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

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

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

23. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in

any foreign proceeding, or to assist the Monitor and its agents in carrying out the terms of this Order.

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

DATED at St. Johns, Province of Newfoundland and Labrador, this _____ day of October, 2023.

____

Deputy Prothonotary

SCHEDULE "A"
NOTICE TO CREDITORS

Court File No. 2022 01G 1964

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

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

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

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

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

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

SCHEDULE "A"
NOTICE TO CREDITORS

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

SCHEDULE "B"
INSTRUCTIONS

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

A. CLAIM PROCEDURE FOR CREDITORS

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

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

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

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

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

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

Phil Clarke

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

B. FOR CREDITORS SUBMITTING A PROOF OF CLAIM

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

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

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

C. FOR CREDITORS RECEIVING NOTICE OF DISALLOWANCE

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

D. FOR CREDITORS SUBMITTING DISPUTE NOTICE

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

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

SCHEDULE "C": PROOF OF CLAIM

A. PARTICULARS OF CREDITORS

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

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

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

3 Telephone Number: [*telephone number*]

4 Facsimile Number: [*fax number*]

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

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

Yes [ ] No [ ]

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

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

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

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

3 Telephone Number: [*telephone number*]

4 Facsimile Number: [*fax number*]

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

C. PROOF OF CLAIM

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

1 that I [*tick one*]

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

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

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

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

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

TOTAL CLAIM: $[*amount*] CAD

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

D. PARTICULARS OF CLAIM

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

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

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

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

Per: ____________________________

[*Name of Creditor*]

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

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

Fax 902-420-1068

Email: Phil.clarke@ca.gt.com

SCHEDULE "D" NOTICE OF DISALLOWANCE

Reference Number [*number*]

NOTICE OF DISALLOWANCE

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

Please read carefully the Instruction Letter accompanying this Notice.

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

REASONS FOR DISALLOWANCE OR REVISION

Explanation of revision or rejection

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

The form of Dispute Notice is enclosed.

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

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

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

____

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

SCHEDULE "E" DISPUTE NOTICE

Dispute Notice

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

Please read carefully the Instruction Letter accompanying this Notice.

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

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

Name of Creditor: [*specify*].

____

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

____

[*Please print name and position*]

Telephone Number: [*telephone number*]

Facsimile Number: [*fax number*]

Full Mailing Address: [*address*]

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

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

Attention: Phil Clarke

Fax 902-420-1068

Email: Phil.clarke@ca.gt.com

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 Ninth Report of Grant Thornton Limited ("**GTL**") dated September 22, 2023, as Court appointed monitor of FGC (in such capacity, the "**Monitor**");

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

IT IS 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 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.

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 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 31 October 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 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.

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 ●, 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 ●, 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 ●, 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:

[To be inserted]

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:

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 ●, 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.

(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

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.

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 ●, 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]

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

T +1 902 421 1734
F +1 902 420 1068

TO THE CREDITORS OF FGC HOLDINGS LTD.

Re: Filing of a Proof of Claim in the Plan of Arrangement

By Order of The Supreme Court of Newfoundland and Labrador made November 6, 2023, under the *Companies' Creditors Arrangement Act* (the "**CCAA**"), the Company under the supervision of the Monitor, Grant Thornton Limited (the "**Monitor**"), has been authorized to conduct a claims procedure under the CCAA (the "**Claims Procedure**").

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

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

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

If you have any questions regarding the Claims Procedure, please contact the Court-appointed Monitor at the address provided below. All notices and enquiries with respect to the Company's Claims Procedure should be addressed to:

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

B. FOR CREDITORS SUBMITTING A PROOF OF CLAIM

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

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

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

C. FOR CREDITORS RECEIVING NOTICE OF DISALLOWANCE

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

D. FOR CREDITORS SUBMITTING DISPUTE NOTICE

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

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

SCHEDULE “C”

PROOF OF CLAIM

PURSUANT TO THE CLAIMS PROCEDURE ORDER MADE AGAINST:

FGC HOLDINGS LTD.

(collectively, the “**Company**”)

A. PARTICULARS OF CREDITOR:

1. Full Legal Name of Creditor: ____

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

2. Full Mailing Address of the Creditor (the original Creditor and not the Assignee):

____

____

3. Telephone number: ____

4. E-mail address: ____

5. Facsimile number: ____

6. Attention (Contact Person): ____

7. Has the Claim been sold or assigned by the Creditor to another party [check (✓) one]?

Yes: ________ No: ________

B. PARTICULARS OF ASSIGNEE(S) (IF ANSWER TO QUESTION 7 IS YES):

1. Full Legal Name of Assignee(s): ____

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

2. Full Mailing Address of Assignee(s):

____

____

____

3. Telephone number of Assignee(s): ____________________________

4. E-mail address: __________________________________

5. Facsimile number: _________________________________

6. Attention (Contact Person): ____________________________

C. PROOF OF CLAIM:

I, ____
[name of Creditor or representative of the Creditor],

of ________________________________ do hereby certify that:
[City and Province]

1. I [check (✓) one]

☐ am the Creditor of the Company and/or one of their Directors or Officers; OR

☐ am ________________________ (state position or title) of the Creditor;

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

2. the creditor asserts its claim against FGC Holdings Ltd., and

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

(i) TOTAL CLAIM: CDN$_______________________

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

D. PARTICULARS OF CLAIM:

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

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

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

Dated at __________________ this _________ day of ____________________, 2022.

Per: _________________________

[Name of Creditor]

This Proof of Claim must be received by the Monitor by no later than 5:00 p.m. (St. John's time) on December 6, 2023 ("Claims Bar Date"), by delivery, courier, e-mail or facsimile at the following address:

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

E-mail: Phil.clarke@ca.gt.com
Fax: 902-420-1068

Appendix “F”

MacDonald, Allan

From: Clarke, Phil
Sent: January 17, 2024 9:39 AM
To: MacDonald, Allan
Subject: FW: FGC - Creditors Meeting - December 14, 10am (NL Time)
Attachments: Voting Letter - Form 37_EN.doc.pdf; FGC - Proxy.pdf; FGC - TEXT OF PLAN RESOLUTION.pdf; Edward Collins Contracting Ltd. 2022 01G 1964 [Filing Oct 30] .pdf

Phil Clarke | Partner
Grant Thornton LLP
Nova Centre, North Tower | Suite 1000 - 1675 Grafton Street | Halifax | NS | B3J 0E9
T +1 902 420 7191 | **F** +1 902 420 1068
E Phil.Clarke@ca.gt.com | **W** http://www.grantthornton.ca/

Grant Thornton LLP is proud to be recognized as one of Canada's best workplaces for our fifteenth consecutive year!

From: Clarke, Phil
Sent: December 11, 2023 3:08 PM
To: Doug Tuck <dtuck@cjdaa.ca>; maeve.baird@justice.gc.ca; Dupré, Sophie <Sophie.Dupre@justice.gc.ca>; Neil Jacobs (njacobs@stewartmckelvey.com) <njacobs@stewartmckelvey.com>
Cc: Caitlin Fell <cfell@reconllp.com>; Darren O'Keefe <dokeefe@okeefesullivan.com>
Subject: FGC - Creditors Meeting - December 14, 10am (NL Time)

All:

The creditors meeting on the FGC plan of arrangement is schedule to be held on December 14, 2023. The Monitor has received 3 claims by the claims bar date, as follows:

- Secured – RBC - $240,103 – Accepted by the Monitor.

- Unsecured:

    - Dawe and Tulk Professional Corporation - $1,725
    - CRA:
        - HST - $23,151.81
        - Corporate Tax - $23,056.40
    - Total = $47,933.21

The plan, attached here, contemplates the payout of RBC in an amount of $240,103, and creates a creditor pool for unsecured creditors of $54,897 less $20,000 in fees for $34,897 to be available to distribute to unsecured creditors.

Based on this, the payout to unsecured creditors is 72.80%. The payout would be as follows:

	Claim	Dividend
CRA - RC	23,056.40	16,785.84
CRA - RT	23,151.81	16,855.30
Doug Tulk	1,725.00	1,255.86
	47,933.21	34,897.00

The unsecured creditors need to approve the plan of arrangement by a majority in number and 2/3 in value of the creditors present in person or by proxy.

Please submit a proxy form to the Monitor in advance of the meeting. In addition, please advise if you are 1) going to attend (I will set up a teams call) and 2) if not a voting letter is attached.

Any questions or concerns can be addressed to the undersigned.

Cheers,

Phil Clarke | Partner
Grant Thornton LLP
Nova Centre, North Tower | Suite 1000 - 1675 Grafton Street | Halifax | NS | B3J 0E9
T +1 902 420 7191 | **F** +1 902 420 1068
E Phil.Clarke@ca.gt.com | **W** http://www.grantthornton.ca/

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.

E-MAILED 30 Oct 23

O'KEEFE & SULLIVAN

BY COURIER

The Supreme Court of Newfoundland and Labrador
233 Duckworth Street,
St. John's, NL
PO Box 937
Attn: Justice Alexander MacDonald

Via Email: AnettePower@supreme.court.nl.ca

30 October 2023

To the Registry:

Re: Edward Collins Contracting Ltd.
In Re: *Companies Creditors Arrangement Act,* RSC 1985 C-13
2022 01G 1964

Please find the interlocutory application of FGC Holdings Inc. enclosed herewith, along with our cheque for filing the same.

We note this has been sent to Mr. Justice MacDonald's office by email as he is hearing this on 06 November 2023.

Regards,

DARREN D. O'KEEFE
dokeefe@okeefesullivan.com

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

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

NOTICE OF MOTION

FGC Holdings Ltd. ("**FGC**") a member of the ECC Group, makes application pursuant to Part 1 of the CCAA, and says as follows:

NATURE OF APPLICATION:

1. The Applicant, FGC is member of the ECC Group, seeks an order of this Honourable Court pursuant to the *Companies Creditors Arrangement Act* seeking approval of its proposed plan of arrangement (the "**POA**"), including the draft meeting order (the "**Meeting Order**") and draft claims procedure order ("**Claims Procedure Order**").

MATERIAL FACTS:

2. The POA has been reviewed and approved by FGC. In the context of these CCAA proceedings, FGC seeks to have the POA approved by the Court with the concurrence of the Monitor.

EVIDENCE TO BE RELIED ON AT THE HEARING:

3. The 10th report of the Monitor, to be filed;

4. The affidavit of Frank Collins, dated 30 October 2023, as filed.

RELIEF SOUGHT:

5. The Applicant therefore applies for an Order:

    1. Approving the POA;
    2. Approving the Meeting Order, as filed;
    3. Approving the Claims Procedure Order as filed.

6. Such other relief as this Honourable Court deems mete and just.

DATED AT St. John's, in the Province of Newfoundland and Labrador, this 30th day of October 2023.

O'KEEFE & SULLIVAN

Darren D. O'Keefe
Solicitors for the ECC Group
Whose address for service is:
Suite 202, 80 Elizabeth Ave.,
St. John's, NL, A1A 1W7
dokeefe@okeefesullivan.com

TO:

Supreme Court of Newfoundland and
Labrador Trial Division (General)
Court House, 309 Duckworth Street
P.O. Box 937
St. John's, NL A1C 5M3

AND TO:

The Service List attached hereto as Schedule "A"

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.

<u>SCHEDULE "A"</u>

RECONSTRUCT LLP Royal Bank Plaza, South Tower 200 Bay Street Suite 2305, P.O. Box 120 Toronto, ON M5J 2J3 Caitlin Fell (LSO #60091H) Tel: 416.613.8282 cfell@reconllp.com Sharon Kour (LSO #58328D) Tel: 416.613.8283 skour@reconllp.com Shaun Parsons (LSO #81240A) Tel: 416.613.8284 sparsons@reconllp.com Fax: 416.613.8290 Lawyers for the Monitor	**DEPARTMENT OF JUSTICE AND PUBLIC SAFETY** P.O. Box 8700 4th Floor, East Block Confederation Building St. John's, NL A1B 4J6 David L. Hearn Tel: 709.729.1337 davidhearn@gov.nl.ca Nicholas A. Leamon Tel: 709.729.5942 nickleamon@gov.nl.ca Chelsey Buggie Tel: 506.624.3700 ChelseyBuggie@gov.nl.ca Lawyers for the Government of Newfoundland and Labrador

O'KEEFE & SULLIVAN 80 Elizabeth Ave., 2nd Floor, St. John's, NL A1A 1W7 Darren D. O'Keefe Tel: 709.700.0911 dokeefe@okeefesullivan.com Lawyer for the Company	**JUSTICE CANADA** Duke Tower 5251 Duke Street, Suite 1400 Halifax, NS B3J 1P3 Maeve Baird Tel: 709.772.7609 maeve.baird@justice.gc.ca Sophie Dupré Tel: 902.407.7674 Sophie.dupre@justice.gc.ca Lawyer for the Minister of National Revenue
BENSON BUFFETT Suite 900, Atlantic Place 215 Water Street St. John's NL A1C 6C9 Sean Pittman Tel: 709.570.7225 spittman@bensonbuffett.com	**INTACT INSURANCE** 10830 Jasper Avenue, Suite 700 Edmonton, AB T5J 2B3 Trent Kulchar trent.kulchar@intact.net Shazleen Cheyne shazleen.cheyne@intact.net Ankur Anil ankur.anil@intact.net In-house counsel for Intact Insurance
STEWART McKELVEY Suite 1100, Cabot Place 100 New Gower St. St. John's, NL A1C 6K3 Neil L. Jacobs 709.570.8888 njacobs@stewartmckelvey.com Joseph J. Thorne Tel: 709.570.8850 joethorne@stewartmckelvey.com Lawyers for the Royal Bank of Canada	**BORDEN LADNER GERVAIS LLP** Bay Adelaide Centre, East Tower 22 Adelaide Street West, Suite 3400 Toronto, Ontario M5H 4E3 Mark Borgo Tel: 416.367.7887 mborgo@blg.com Andrew Punzo Tel: 416.367.6005 apunzo@blg.com Lawyers for Western Surety Company
COLE LAW OFFICES	GRANT THORNTON LLP CANADA

177 Hamlyn Road St. John's, NL A1E 5Z5 Ronald A. Cole Tel: 709.368.8377 ron@colelaw.ca	20th Floor, 200 King Street West Toronto, ON M5H 3T4 Phil Clarke Tel: 905.421.1734 phil.clarke@ca.gt.com Grant Thornton Limited, the Monitor
CANACCEDE FINANCIAL GROUP 170 University Avenue Toronto, ON M5H 3B3 sbinsolvency@canaccede.com	**RODCO MECHANICAL LIMITED** 410 CBS Highway Holyrood, NL A0A 2R0 Steve Puddicombe steve@rodcomechanical.com
ERNST & YOUNG INC. Benjamin Place 11 Englehart Street, Suite 200 Dieppe, NB E1A 7Y7 Steven J. McLaughlin Tel: 506.388.7762 steven.j.mclaughlin@parthenon.ey.com Lawyer for Ernst & Young Inc.	**BOYNECLARK LLP** 99 Wyse Road. Suite 600 Dartmouth, NS B3A 4S5 Tim Hill KC Tel: 902.460.3442 thill@boyneclarke.ca Joshua J. Santimaw Tel: 902.460.3451 jsantimaw@boyneclarke.ca Lawyers for Daimler Truck Financial Services Canada Corporation
Peter J. Byrne peterjbyrne@hotmail.com Josh Collins josh__4@hotmail.com	**LEWIS, SINNOTT, FITZGERALD** 301-140 Water Street. TD Place P.O. Box 884, Stn. C St. John's, NL A1C 5L7 Andrew A. Fitzgerald Tel: 709.753.7810 afitzgerald@nfld.net Lawyers for S.R. Stack & Company Ltd.
STEWART MCKELVEY Suite 1100, Cabot Place 100 New Gower St. St. John's, N.L.	**WELLS FARGO** 1500 Bank Street Ottawa, ON K1H 7Z2

A1C 6K3 Neil Jacobs njacobs@stewartmckelvey.com Matthew Craig mcraig@stewartmckelvey.com Lawyers for Bryants Cove, Humber Arm South, Town of Placentia	Marc Ethier Marc.Ethier@wellsfargo.com
TOWN OF DEER LAKE deerlaketownmanager@nf.aibn.com	**PROVINCE OF NEWFOUNDLAND AND LABRADOR** David Hearn davidhearn@gov.nl.ca; Nick Leamon nickleamon@gov.nl.ca
TOWN OF FOX HARBOUR townoftownoffoxharbour@gmail.com	**McCARTHY TETRAULT LLP** Suite 4000 421 - 7th Avenue SW Calgary AB T2P 4K9 Pantelis Kyriakakis pkyriakakis@mccarthy.ca Tel: 1 403-260-3536 Nathan Stewart nstewart@mccarthy.ca Tel: 1 403-260-3534 Lawyers for Caterpillar Financial Services Limited (CFSL)
WELLS PERSONAL SERVICE LAW 10 Freshwater Road St John's, NL A1C 2M9 Alexander Wells a.wells@wellslaw.ca (709) -739-7768 ext 110 Lawyers for 92712 Newfoundland & Labrador	

Inc	

cfell@reconllp.com; skour@reconllp.com; sparsons@reconllp.com; davidhearn@gov.nl.ca; nickleamon@gov.nl.ca; darren@okeefeandcompany.com; maeve.baird@justice.gc.ca; Sophie.dupre@justice.gc.ca; spittman@bensonbuffett.com; trent.kulchar@intact.net; shazleen.cheyne@intact.net; ankur.anil@intact.net; mborgo@blg.com; njacobs@stewartmckelvey.com; joethorne@stewartmckelvey.com; apunzo@blg.com; ron@colelaw.ca; phil.clarke@ca.gt.com; sbinsolvency@canaccede.com; steve@rodcomechanical.com; steven.j.mclaughlin@parthenon.ey.com; thill@boyneclarke.ca; jsantimaw@boyneclarke.ca; peterjbyrne@hotmail.com; josh__4@hotmail.com; afitzgerald@nfld.net; deerlaketownmanager@nf.aibn.com; nickleamon@gov.nl.ca; townoffoxharbour@gmail.com; mcraig@stewartmckelvey.com; ankur.anil@intact.net; Marc.Ethier@wellsfargo.com; pkyriakakis@mccarthy.ca; nstewart@mccarthy.ca; a.wells@wellslaw.ca; ChelseyBuggie@gov.nl.ca; josh__4@hotmail.com; Marc.Ethier@wellsfargo.com; nickleamon@gov.nl.ca; njacobs@stewartmckelvey.com; ankur.anil@intact.net; phil.clarke@ca.gt.com; nickleamon@gov.nl.ca; townoftownoffoxharbour@gmail.com

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 Ltd., Classic Security Limited, FGC Holdings Limited, 51037 Newfoundland and Labrador Inc. and H&E Designs Ltd. (collectively, "**ECC**" or the "**Company**"); and

SUMMARY OF CURRENT DOCUMENT	
Court File Number (s):	2022 01G 1964
Date of Filing of Document:	30 October 2023
Name of Filing Party or Person:	Applicant, Edward Collins Contracting Ltd. ("**ECC**"), Classic Security Limited ("**Classic**"), FGC Holdings Limited ("**FGC**"), 51037 Newfoundland and Labrador Inc. ("**51037**") and H&E Designs Ltd. ("**H&E**") (collectively, "**ECC Group**" or the "**Company**")
Application to which Document being filed relates:	Interlocutory Application *(Inter Partes)* filed by the Applicant.
Statement of purpose in filing:	In support of an Interlocutory Application seeking an interlocutory injunction.
Court Sub-File Number, if any:	N/A

AFFIDAVIT

I, Francis Collins of the Town of Placentia, in the Province of Newfoundland and Labrador, MAKE OATH AND SAY THAT:

1. I am a director of FGC Holdings Ltd. ("**FGC**") who are a member of the ECC Group and am familiar with the facts set out in the application.

2. That FGC applies for order approving FGC's proposed plan of arrangement pursuant to Part 1 of the CCAA, which includes the following:

a. A plan of arrangement filed pursuant to Part 1 of the CCAA;
b. A proposed Meeting Order; and
c. A proposed Claims Procedure Order.

3. I have reviewed the contents of the application and approve the same on behalf FGC. The facts as stated are true to the best of my knowledge, information and belief.

4. I do hereby state and do verily believe that the Plan of Arrangement proposed is in the best interests of the Estate of the ECC Group, its creditors, and stakeholders.

5. That I make this affidavit in support of the within application and for no other purpose.

SWORN at St. John's, Newfoundland and Labrador, on the 30 day of October 2023, before me

Commissioner, notary public, etc.
Darren D. O'Keefe, B.C.L, LL.B
Barrister, Solicitor, Notary Public
Newfoundland & Labrador, Canada

Francis Collins

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.

PLAN OF ARRANGEMENT UNDER PART 1 OF COMPANIES' CREDITORS ARRANGEMENT ACT

Dated October 30, 2023

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.

Court File No. 2022 01G 1964

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

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

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

CLAIMS PROCEDURE ORDER

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

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

AND UPON READING the Affidavit of Service of ● confirming that all of the Company's creditors and shareholders which are likely to be affected by this Claims Procedure Order were duly served with notice of this Motion;

AND UPON IT APPEARING that the Monitor has expressed its approval of the claims and claims bar process, and has recommended this Order for approval by the Court;

IT IS HEREBY ORDERED THAT:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

"**Creditor**" means any Person having a Claim against the Company, and may, where the context requires, include the assignee of such a Claim or a trustee, receiver, receiver and manager, or other Person acting on behalf of such creditor and any Person having a statutory or other claim capable by law of taking priority over the claims of a Creditor;

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE TO CREDITORS AND OTHERS

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

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

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

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

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

CLAIMS PROCEDURE

8. The Monitor, in consultation with the Company, shall review each Proof of Claim and Schedule to Proof of Claim filed and, shall accept, revise or reject each Claim set out therein for purposes of the Funds Distribution Process. The Monitor shall, as soon as possible after receipt of a Proof of Claim but in any event no later than ten days following the Claims Bar Date (or such later date as the Monitor may specify if it has agreed prior to the Claims Bar Date to receive such Proof of Claim after the Claims Bar Date), notify each Creditor who has filed a Proof of Claim as to whether such Creditor's Claim has been revised or rejected and the reasons therefor by delivery of a Notice of Disallowance substantially in the form attached as **Schedule "D"** hereto. Where the Monitor does not deliver by the aforementioned date a Notice of Disallowance to a Creditor who has submitted a Proof of Claim, then the Monitor shall be deemed to have accepted such Creditor's Claim, which Claim shall be treated as a Proven Claim for Funds Distribution Process purposes.

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

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

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

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

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

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

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

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

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

PROTECTIONS FOR THE MONITOR

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

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

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

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

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

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

DIRECTIONS

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

DISTRIBUTION

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

MISCELLANEOUS

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

19. Except as set out in this Order, any notice or communication (including Notices of Determination of Claims) to be given under this Order by the Monitor to a Creditor shall be in writing and may be delivered by prepaid ordinary mail, by courier, by delivery or electronic mail to the Claimant to such address or e-mail address, as applicable, for such Claimant as shown on the Books and Records of the Company or as set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Newfoundland and Labrador, the fifth Business Day after mailing within Canada (other than within Newfoundland and Labrador) and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by email by 5:00 p.m. on a Business Day, on such

Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

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

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

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

23. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in

any foreign proceeding, or to assist the Monitor and its agents in carrying out the terms of this Order.

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

DATED at St. Johns, Province of Newfoundland and Labrador, this _____ day of October, 2023.

____

Deputy Prothonotary

SCHEDULE "A"
NOTICE TO CREDITORS

Court File No. 2022 01G 1964

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

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

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

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

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

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

SCHEDULE "A"
NOTICE TO CREDITORS

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

SCHEDULE "B"
INSTRUCTIONS

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

A. CLAIM PROCEDURE FOR CREDITORS

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

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

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

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

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

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

Phil Clarke

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

B. FOR CREDITORS SUBMITTING A PROOF OF CLAIM

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

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

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

C. FOR CREDITORS RECEIVING NOTICE OF DISALLOWANCE

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

D. FOR CREDITORS SUBMITTING DISPUTE NOTICE

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

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

SCHEDULE "C": PROOF OF CLAIM

A. PARTICULARS OF CREDITORS

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

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

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

3 Telephone Number: [*telephone number*]

4 Facsimile Number: [*fax number*]

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

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

Yes [ ] No [ ]

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

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

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

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

3 Telephone Number: [*telephone number*]

4 Facsimile Number: [*fax number*]

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

C. PROOF OF CLAIM

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

1 that I [*tick one*]

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

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

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

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

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

TOTAL CLAIM: $[*amount*] CAD

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

D. PARTICULARS OF CLAIM

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

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

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

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

Per: ___________________________

[*Name of Creditor*]

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

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

Fax 902-420-1068

Email: Phil.clarke@ca.gt.com

SCHEDULE "D" NOTICE OF DISALLOWANCE

Reference Number [*number*]

NOTICE OF DISALLOWANCE

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

Please read carefully the Instruction Letter accompanying this Notice.

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

REASONS FOR DISALLOWANCE OR REVISION

Explanation of revision or rejection

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

The form of Dispute Notice is enclosed.

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

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

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

____

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

SCHEDULE "E" DISPUTE NOTICE

Dispute Notice

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

Please read carefully the Instruction Letter accompanying this Notice.

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

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

Name of Creditor: [*specify*].

____

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

____

[*Please print name and position*]

Telephone Number: [*telephone number*]

Facsimile Number: [*fax number*]

Full Mailing Address: [*address*]

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

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

Attention: Phil Clarke

Fax 902-420-1068

Email: Phil.clarke@ca.gt.com

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 Ninth Report of Grant Thornton Limited ("**GTL**") dated September 22, 2023, as Court appointed monitor of FGC (in such capacity, the "**Monitor**");

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

IT IS 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 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.

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 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 31 October 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 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.

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 ●, 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 ●, 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 ●, 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:

[To be inserted]

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:

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 ●, 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.

(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

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.

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 ●, 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]

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.

______________________________ ______________________________
(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

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.

FORM 37

Voting Letter (Division I Proposal)
(Paragraph 51(1)(*f*) of the Act)

In the matter of the proposal of ____________________________________

I, ____, creditor (*or* I, ___________, representative of ______________________, creditor), of ______________________________ (*name of city*), a creditor in the above matter for the sum of $___________, hereby request the trustee acting with respect to the proposal of ____________________________ to record my vote _________________________ (for *or* against) the acceptance of the proposal as made on the ______ day of _____________ ______.

Dated at ___________________, this ______ day of ___________ ______.

______________________________ ______________________________

Witness Individual Creditor

____

Name of Corporate Creditor

______________________________ Per __________________________

Witness Name and Title of Signing Officer

NOTE: If a copy of this Form is sent electronically by means such as email, the name and contact information of the sender, prescribed in Form 1.1, must be added at the end of the document.

Appendix “G”

File No. 2022 01G 1964

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 & Labrador Inc., and H & E Designs Ltd. (collectively "**ECC**" or the "**Company**"

MINUTES OF THE MEETING OF CREDITORS
FGC HOLDINGS LTD.
PLAN OF ARRANGEMENT

MINUTES of the meeting of creditors held at the offices of Grant Thornton Limited, Suite 1000 – 1675 Grafton Street, Halifax, Nova Scotia on Thursday, December 14, 2023 at 10:00 am (NLT).

PHIL CLARKE, CPA, CA, CIRP, LIT, of Grant Thornton Limited (the "**Monitor**" or "**Chair**") acted as Chair by virtue of the Order of the Supreme Court of Newfoundland and Labrador dated November 6, 2023 (the "**Meeting Order**").

ATTENDENCE:

- The Monitor;
- Canada Revenue Agency ("**CRA**"), by proxy and voting letter; and
- Dawe & Tulk Professional Corporation ("**Tulk**"); by proxy and voting letter.

THE CHAIR:

- The Chair, called the meeting to order at 10:00 am NLT;

- The Chair noted it had only received 2 claims by the claims bar date of December 6, 2023 – those from CRA and Tulk. The third claim, a secured claim from RBC, was acknowledged by the Monitor in the amount of $240,103.
- It has received 2 voting letters representing letters from the 2 known unsecured creditors. No creditors were present;
- The Chair noted that the Chair, would act as secretary of the meeting under paragraph 30 of the Order and scrutineer as to attendance, quorum, and votes;
- The Chair noted that there is a quorum established by virtue of the voting letters received;
- Advised that proper notice was given for the meeting and tabled the following documents:
    - Proof of publication in the newspapers in accordance with the Claims Procedure Order;
    - Affidavit of mailing to the known creditors and service list of the Claims Procedure Order of the following documents:
        - Claims procedure instructions;
        - Proof of claim form; and
        - Notice of Creditors.
    - Affidavit of mailing to the creditors who had filed claims by the claims bar date of the following:
        - FGC Holdings Ltd. - Text of the Plan of Arrangement dated October 30, 2023;
        - Proxy;
        - Voting Letter; and
        - Notice of Creditors Meeting.
    - Plan of Arrangement dated October 30, 2023. No modifications to the plan were proposed or made.

- The Monitor has requested that its independent legal counsel, provide a formal opinion as to the validity and enforceability of RBC's security. That opinion was attached as Appendix P of the Monitor's Ninth Report. RBC has valid and enforceable security.

- Advised that the Plan requires 2/3 in value and 50% +1 in number of creditors from each class to be approved.

VOTING ON PLAN

- The votes as received were tabulated as follows:

Class A Creditors	**Number of Creditors**	**Amount of Claim**
Voted in Favour of the Plan	2	$47,933.21
Voted Against the Plan	0	$0
Total	**2**	**$47,933.21**
Percentage in Favour	**100%**	**100%**
Outcome	**Passed**	

The required number and dollar amount of the unsecured creditors have voted in favour of the Plan and the Chair declared that the Plan has been approved by the statutory majority of both classes of creditors. Attached as Schedule "**A**" are the claims and voting letter.

- The Chair advised that the hearing to ratify the Plan will be made as soon as possible.

THERE being no further business to discuss, the meeting was adjourned at 10:06 am.

DATED this 12th day of January 2023.

Phil Clarke, CPA, CA, CIRP, LIT
Chair

Schedule “A”

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 12th day of December 2023.

Stephanie Slade

(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: DAWE & TUCK

Name: Douglas Tuck

Title: Partner

I have the authority to bind the corporation

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 Mark Lohnes 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 13th day of December 2023.

(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: Canada Revenue Agency

Name: Mark Lohnes

Title: Resource Officer/Complex Case Offer

I have the authority to bind the corporation

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.

FORM 37

Voting Letter (Division I Proposal)
(Paragraph 51(1)(*f*) of the Act)

In the matter of the proposal of the plan of arrangement of FGC Holdings Ltd.

I, ____________________, creditor (*or* I, Mark Lohnes, representative of the Canada Revenue Agency, creditor), of Halifax (*name of city*), a creditor in the above matter for the sum of $ 47,933.21, hereby request the trustee acting with respect to the proposal of FGC Holdings Ltd. to record my vote for (for *or* against) the acceptance of the proposal as made on the 30th day of October 2023.

Dated at Halifax, Nova Scotia, this 13th day of December, 2023.

Witness

Individual Creditor

Canada Revenue Agency

Name of Corporate Creditor

Witness

Per (ROCCO)

Name and Title of Signing Officer

NOTE: If a copy of this Form is sent electronically by means such as email, the name and contact information of the sender, prescribed in Form 1.1, must be added at the end of the document.

SCHEDULE "C"

PROOF OF CLAIM

PURSUANT TO THE CLAIMS PROCEDURE ORDER MADE AGAINST:

FGC HOLDINGS LTD.

(collectively, the "**Company**")

A. PARTICULARS OF CREDITOR:

1. Full Legal Name of Creditor: Canada Revenue Agency

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

2. Full Mailing Address of the Creditor (the original Creditor and not the Assignee):
Nova Scotia Tax Services Office
145 Hobson's Lake Drive, PO Box 638
Halifax, NS, B3J 2T5

3. Telephone number: (709) 749-4748 / (782) 641-5503

4. E-mail address: maeve.baird@justice.gc.ca / sophie.dupre@justice.gc.ca

5. Facsimile number: (902) 426-8802

6. Attention (Contact Person): Maeve Baird / Sophie Dupré

7. Has the Claim been sold or assigned by the Creditor to another party [check (✓) one]?

Yes: ________ No: X

B. PARTICULARS OF ASSIGNEE(S) (IF ANSWER TO QUESTION 7 IS YES):

1. Full Legal Name of Assignee(s): ____________________

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

2. Full Mailing Address of Assignee(s):

____

____

____

3. Telephone number of Assignee(s): ____________________

4. E-mail address: ____________________

5. Facsimile number: ____________________

6. Attention (Contact Person): ____________________

C. PROOF OF CLAIM:

I, Mark Lohnes
[name of Creditor or representative of the Creditor],

of Halifax, Nova Scotia do hereby certify that:
[City and Province]

1. I [check (✓) one]

☐ am the Creditor of the Company and/or one of their Directors or Officers;
OR

☒ am Resource Officer/Complex Case Officer (state position or title) of the Creditor;

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

2. the creditor asserts its claim against FGC Holdings Ltd., and

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

(i) TOTAL CLAIM: CDN$ 46,208.21

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

D. PARTICULARS OF CLAIM:

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

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

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

Dated at Halifax, Nova Scotia this 1st day of December, ~~2022~~ 2023.

Per: ______________________

[~~Name of Creditor~~]

This Proof of Claim must be received by the Monitor by no later than 5:00 p.m. (St. John's time) on December 6, 2023 ("Claims Bar Date"), by delivery, courier, e-mail or facsimile at the following address:

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

E-mail: Phil.clarke@ca.gt.com
Fax: 902-420-1068

ATTACHMENT PAGE 1 Account Number 73471 1120 RT0001

Schedule "A"

Name: FGC HOLDINGS LTD

Unsecured claim

Income Tax Act	
Account number:	734711120RC0001
Assessed period(s):	2021, 2022
Principal:	$21,704.00
Penalty and interest:	$1,352.40
Total:	$23,056.40
Excise Tax Act	
Account number:	734711120RT0001
Assessed period(s):	2021, 2022
Principal:	$21,615.70
Penalty and interest:	$1,536.11
Total:	$23,151.81
Total Unsecured claim	$46,208.21

SCHEDULE "C"

PROOF OF CLAIM

PURSUANT TO THE CLAIMS PROCEDURE ORDER MADE AGAINST:

FGC HOLDINGS LTD.

(collectively, the "**Company**")

A. PARTICULARS OF CREDITOR:

1. Full Legal Name of Creditor: DAWE + TUCK PROFESSIONAL CORPORATION

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

2. Full Mailing Address of the Creditor (the original Creditor and not the Assignee):

   BOX 20085 BAY ROBERTS, NL

   A0A 1G0

3. Telephone number: 709 786 7100

4. E-mail address: dtuck@cjdaa.ca

5. Facsimile number: 709 786 4838

6. Attention (Contact Person): Douglas Tuck, CPA, CGA

7. Has the Claim been sold or assigned by the Creditor to another party [check (✓) one]?

   Yes: ________ No: ✓

B. PARTICULARS OF ASSIGNEE(S) (IF ANSWER TO QUESTION 7 IS YES):

1. Full Legal Name of Assignee(s): ________________

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

2. Full Mailing Address of Assignee(s): ______________________

____

____

3. Telephone number of Assignee(s): ______________________

4. E-mail address: ______________________

5. Facsimile number: ______________________

6. Attention (Contact Person): ______________________

C. PROOF OF CLAIM:

I, DOUGLAS TUCK
[name of Creditor or representative of the Creditor],

of BAY ROBERTS, NL do hereby certify that:
[City and Province]

1. I [check (✓) one]

☑ am the Creditor of the Company and/or one of their Directors or Officers;
OR

☐ am ______________ (state position or title) of the Creditor;

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

2. the creditor asserts its claim against FGC Holdings Ltd., and

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

(i) TOTAL CLAIM: CDN$ 1,725.00

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

D. PARTICULARS OF CLAIM:

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

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

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

Dated at Bay Roberts, NL this 9TH day of November, ~~2022~~ 2023.

Per: [signature]

[Name of Creditor]

This Proof of Claim must be received by the Monitor by no later than 5:00 p.m. (St. John's time) on December 6, 2023 ("Claims Bar Date"), by delivery, courier, e-mail or facsimile at the following address:

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

E-mail: Phil.clarke@ca.gt.com
Fax: 902-420-1068

CDT Dawe & Tuck
PROFESSIONAL CORPORATION

May 11, 2022

FGC Holdings Ltd.
P.O Box 51
Jerseyside, NL
A0B 2G0

Billing: **22-399**

Professional services rendered regarding compilation of financial statements and completion/e-file of corporate tax returns for the year ended October 31, 2021 including (but not limited to) recording bank deposits and disbursements, purchase and related financing for construction equipment, reconciliation of inter company accounts with Edward Collins Contracting Limited, H & E Designs Limited, Placentia Mall Inc and Universal Environmental Services Inc., accounting for consulting income billed to Universal Environmental Services Inc, accounting for dividends declared to family trust, completion and e-filing of T5 for same.

Discussions on same.

OUR FEE:	**$ 1,500.00**
HST:	**225.00**
TOTAL:	**$ 1,725.00**

HST # 735791519

CHARTERED PROFESSIONAL ACCOUNTANTS

P.O. Box 20085
Bay Roberts, NL
A0A 1G0

Calvin J. Dawe, CPA, CGA
Douglas J. Tuck, CPA, CGA

Tel: (709) 786-7100 or 1-888-210-7100 Fax: (709) 786-4838
cdawe@cjdaa.ca • dtuck@cjdaa.ca