

Court File No. 31-2785327
Estate No. 31-2785327

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE PROPOSAL OF
TECNA CONSTRUCTION LTD.
OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO

MOTION RECORD
(Approval of Proposal)
(Returnable March 21, 2022)

DATE: March 14, 2022

WeirFoulds LLP
Barristers & Solicitors
66 Wellington Street West Suite 4100
Toronto-Dominion Centre
P.O. Box 35
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Lawyers for Dodick Landau Inc. in its
capacity as Proposal Trustee of Tecna
Construction Ltd.

TO: **Office of the Superintendent of Bankruptcy**
151 Yonge St 4th flr
Toronto, ON M5C 2W7

osbservice-bsfservice@ised-isde.gc.ca

AND TO: **Tecna Construction Ltd.**
95 Norwood Avenue
Vaughan, ON
L6A 3V7

TABLE OF CONTENTS

TAB	DESCRIPTION
1	Notice of Motion
2	First Report of the Proposal Trustee dated March 11, 2022
A	Appendix A - First Creditors' Meeting notice and creditor's package
B	Appendix B - Second Creditors' Meeting notice and creditor's package
C	Appendix C - Amended Proposal dated February 11, 2022
D	Appendix D - Minutes of the First Creditors' Meeting of December 15, 2021
E	Appendix E - Minutes of the Second Creditors' Meeting of February 3, 2022
F	Appendix F - Cash Flow Forecast for the period February 26, 2022 to March 25, 2022
G	Appendix G - Affidavit of Mailing of Brenda McKnight
3	Draft Order
A	Amended Proposal dated February 11, 2022

TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE PROPOSAL OF
TECNA CONSTRUCTION LTD.
OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO

NOTICE OF MOTION

DODICK LANDAU INC. (“DLI”), in its capacity as proposal trustee (the “**Proposal Trustee**”) of Tecna Construction Ltd. (the “**Debtor**”), will make a motion to a registrar in bankruptcy on March 21, 2022 at 10:00 a.m., or as soon after that time as the Motion can be heard, at Toronto, Ontario.

PROPOSED METHOD OF HEARING: The Motion is to be heard:

in writing under subrule 37.12.1(1) because it is unopposed;

in writing as an opposed motion under subrule 37.12.1(4); or

orally.

THIS MOTION IS FOR:

1. An Order approving the Amended Proposal of the Debtor, dated February 11, 2022 (the “**Amended Proposal**”);
2. An Order authorizing the Proposal Trustee and the Debtor to take all steps necessary to implement the Amended Proposal; and,

3. Such further and other relief as to this Court may seem just.

THE GROUNDS FOR THE MOTION ARE:

1. On November 25, 2021, the Debtor filed a proposal (“**First Proposal**”) with the Official Receiver pursuant to section 62 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (“**BIA**”);
2. On December 2, 2021, the Proposal Trustee gave notice to the Debtor and every known creditor of the calling of a meeting of the creditors (the “**First Creditor’s Meeting**”) to be held on December 15, 2021, to consider the First Proposal;
3. There was no quorum for the First Creditors’ Meeting;
4. As such, the Proposal Trustee terminated the First Creditors’ Meeting and scheduled a second meeting of creditors on Thursday February 3, 2022 (“**Second Creditors’ Meeting**”);
5. The Proposal Trustee gave notice to the Debtor and every known creditor of the calling of the Second Creditors’ Meeting to consider the First Proposal;
6. At the Second Creditors’ Meeting, the Proposal Trustee advised that the Amended Proposal had been brought forward subsequent to the issuance of the Trustee’s Report to Creditors;
7. The Second Creditors’ Meeting was adjourned for a period of one week in order for the Debtor’s director to discuss certain matters raised by the Canada Revenue Agency, a creditor, with the Debtor’s accountant;
8. The parties reconvened the Second Creditors’ Meeting on February 11, 2022;
9. On February 11, 2022, at reconvened Second Creditor’s Meeting, the Amended Proposal was duly accepted by the required majorities of the creditors; and

10. On February 28, 2022, the Proposal Trustee sent to the Superintendent of Bankruptcy, the Debtor, and to every creditor who has filed a Proof of Claim, notice of the time and place of the hearing of the application to the Court to approve the Amended Proposal.
11. The terms of the Amended Proposal are reasonable and calculated to benefit the general body of creditors;
12. All statutory requirements to the approval of the Amended Proposal have been met;
13. No offences or facts have been proved against the debtor that would justify the Court withholding its approval of the Amended Proposal;
14. The relief sought is appropriate in the circumstances;
15. Sections 58 and 59 of the BIA;
16. Rule 11 of the *Bankruptcy and Insolvency General Rules*, C.R.C. 1978, c. 368, as amended; and,
17. Such further and other grounds as counsel may advise and this Court permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

1. First Report of the Proposal Trustee dated March 11, 2022; and,
2. Such further and other evidence as the lawyers may advise and this Court may permit.

DATE: March 14, 2022

WeirFoulds LLP

Barristers & Solicitors
66 Wellington Street West Suite 4100
Toronto-Dominion Centre
P.O. Box 35
Toronto, ON M5K 1B7

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Lawyers for Dodick Landau Inc. in its
capacity as Proposal Trustee of Tecna
Construction Ltd.

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION
(Approval of Proposal)

WeirFoulds LLP
Barristers & Solicitors
66 Wellington Street West, Suite 4100
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pcho@weirfoulds.com

Lawyers for Dodick Landau Inc. in its capacity as Proposal
Trustee of Tecna Construction Ltd.

TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE PROPOSAL OF
TECNA CONSTRUCTION LTD.
OF THE CITY OF TORONTO
IN THE PROVINCE OF ONTARIO

FIRST REPORT TO COURT OF DODICK LANDAU INC.
AS PROPOSAL TRUSTEE OF
TECNA CONSTRUCTION LTD.

MARCH 11, 2022

INTRODUCTION

1. The purpose of this report (the “**Report**”) of Dodick Landau Inc. (“**DLI**”) in its capacity as proposal trustee (the “**Proposal Trustee**”) of Tecna Construction Ltd. (the “**Debtor**” or “**Tecna**”), which includes the report in the form prescribed in section 59(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), is to support the request for orders, among other things:
 - i. approving the amended proposal (the “**Amended Proposal**”) of the Debtor dated February 11, 2022; and
 - ii. authorizing the Proposal Trustee and the Debtor to take all steps necessary to implement the Amended Proposal.

2. The Proposal has been developed to affect a restructuring of the business and affairs of Tecna with the expectation that all existing creditors will derive a greater benefit from the completion of the restructuring and the continued operation of the business and affairs of Tecna than would result from a liquidation of Tecna's assets in a bankruptcy proceeding.

DISCLAIMER

3. In preparing this Report, the Proposal Trustee has relied upon certain unaudited, draft and/or internal financial information, the Debtor's books and records, discussions with the management of the Debtor ("**Management**") and information from other third-party sources (collectively, the "**Information**").
4. Except as described in this Report, the Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards ("**GAAS**") pursuant to the Canadian Institute of Chartered Accountants Handbook and, accordingly, the Proposal Trustee expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.
5. Some of the Information referred to in this Report consists of forecasts and projections. An examination or review of the financial forecast and projections of the Debtor, as outlined in the Canadian Institute of Chartered Accountants handbook, has not been performed. Future oriented financial information referred to in this Report was prepared based on Management's estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.
6. The Proposal Trustee has prepared this Report in its capacity as a Court appointed officer and has made a copy of this Report available on the Proposal Trustee's website at www.dodick.ca for purposes of the Debtor's motion returnable March 21, 2022 (the "**Motion**"). Parties using this Report, other than for the purpose of the Motion, are cautioned that it may not be appropriate for their purposes.
7. The capitalized terms not defined in this Report are defined in the Proposal and this Report should only be read in conjunction with the Proposal.

8. All monetary amounts contained herein are in Canadian dollars, unless otherwise noted.

REPORT ON PROPOSAL

9. The Proposal Trustee hereby reports to the Court as follows:

- i. On November 25, 2021, (the “**Filing Date**”) Tecna filed with the Official Receiver a proposal (the “**Proposal**”) and named DLI as Proposal Trustee.
- ii. On December 2, 2021, the Proposal Trustee gave notice to the Debtor, the division office and to every known creditor (whose names and addresses appear in such notice), or their duly appointed representative, of the calling of a first meeting of creditors (the “**First Creditors’ Meeting**”) to be held on December 15, 2021 by video conference to consider the Proposal.
- iii. With such notice was included a condensed statement of the assets and liabilities of Tecna, a list of creditors affected by the Proposal and having claims of \$250 or more and showing the amount of their claims, a copy of the Proposal, proof of claim form, proxy and voting letter, as well as the Trustee’s Report on Proposal (“**Trustee’s Report to Creditors**”). A copy of the complete First Creditors’ Meeting notice and creditor’s package is attached hereto as **Appendix “A”**.
- iv. Prior to the First Creditors’ Meeting, the Proposal Trustee made a detailed and careful inquiry into the liabilities of the Debtor, the Debtor’s assets and the causes of the Debtor’s insolvency.
- v. The First Creditors’ Meeting was held on December 15, 2021 via video conference, at 11:00 a.m. and was presided over by Mr. Rahn Dodick of the Proposal Trustee. As there was no quorum for the First Creditors’ Meeting, the Proposal Trustee terminated the First Creditors’ Meeting and scheduled a second meeting of creditors on Thursday February 3, 2022 at 11:00 a.m. (“**Second Creditors’ Meeting**”). A copy of the complete Second Creditors’ Meeting notice and creditor’s package is attached hereto as **Appendix “B”**.
- vi. At the Second Creditors’ Meeting, the Trustee advised that an Amended Proposal had been brought forward subsequent to the issuance of the Trustee’s Report to Creditors, as Tecna’s director (“**Director**”) had personally experienced

certain health challenges as well as trouble hiring labour. In light of these circumstances, the Director was concerned about his ability to be able to make the required proposal payments in the time period originally contemplated by the Proposal. In order to address these concerns, the total payment required in the Amended Proposal remains at the original amount but the payment terms are spread out over a longer period of time. A copy of the Amended Proposal is attached hereto as **Appendix “C”**.

- vii. As described further below under the heading “Second Creditors’ Meeting”, the Amended Proposal was accepted by the required majorities of creditors at the meeting.
- viii. Copies of the minutes of the First Creditors’ Meeting and Second Creditors’ Meeting are attached hereto as **Appendices “D” and “E”**, respectively, (without exhibits except attendance sheets and voting register).
- ix. The Proposal Trustee is of the opinion that the liabilities and the assets of the Debtor, and their estimated realizable values, are as set out in this Report and remain as set out in the Trustee’s Report to Creditors included in the creditor’s package (**Appendix “A”**), which included background information on Tecna, causes of its financial difficulties, information on secured and unsecured debt and crown claims, a description of the Proposal, a liquidation analysis, as well as information on the conduct of the Debtor.
- x. Under the Amended Proposal, the Company will cause to be paid to the Proposal Trustee the aggregate amount of \$3,000 on a quarterly basis commencing on May 1, 2022. The Proposal payments will be made over eighteen quarters or fifty-four months until an amount is paid to the Proposal Trustee equal to the lesser of:
 - i) 45% of the value of the Proven Claims; and
 - ii) \$54,000 (“**Funded Proposal Payments**”).
- xi. As described in detail in the Trustee’s Report to Creditors, it is the Proposal Trustee’s further opinion that the restructuring will yield a greater recovery for the creditors of the Debtor than they would receive in a liquidation of the Debtor. The Proposal Trustee forwarded a copy of this report to the official receiver on

this day.

SECOND CREDITORS' MEETING

10. For purposes of considering, and voting on, the Amended Proposal, and receiving a distribution pursuant to the Amended Proposal, the Creditors of the Debtor were comprised of a single class, consisting of Creditors having unsecured claims ("**Class 1**").
11. Preferred Creditors and proven Claims of Her Majesty in right of Canada and any province for all amounts, other than Crown Priority Claims were entitled to vote in Class 1.
12. At the Second Creditors' Meeting, Mr. Dodick acted as the chair (the "**Chair**") and Ms. Brenda McKnight acted as the scrutineer (the "**Scrutineer**") and as secretary.
13. The Scrutineer reported that a quorum was present at the Second Creditors' Meeting and accordingly, the Chair declared that the Second Creditors' Meeting was properly constituted.
14. The Second Creditors' Meeting was adjourned for a period of one week in order for the Director to discuss certain matters raised by Canada Revenue Agency ("**CRA**") with his accountant. The parties then reconvened the Second Creditors' Meeting on February 11, 2022.
15. The motion to consider a resolution to accept the Amended Proposal was proposed at the reconvened Second Creditors' Meeting (the "**Resolution**"). The Resolution tabled at the meeting was as follows:

"Be and it is hereby resolved to accept the Amended Proposal of Tecna Construction Ltd. dated February 11, 2022 and, if approved, the Proposal Trustee and Tecna Construction Ltd. will take all necessary steps to implement the terms of the Amended Proposal."
16. The Scrutineer tabulated the results of the vote and the Chair reported the results, at the Second Creditor's Meeting. The Creditors entitled to vote at the Second Creditor's Meeting voted on the Resolution to approve the Amended Proposal as follows:

	For		Against	
	#	\$	#	\$
Creditors having a voting claim voting in person, by proxy or by voting letter	2	\$139,068.99	0	\$0
Percentage of the total votes	100%	100%	0%	0%

17. In summary, a majority in number representing in excess of two-thirds in value of the Ordinary Creditors holding proven claims and voting in person or by proxy at the Second Creditors' Meeting, or by voting letter, voted in favour of the Resolution to approve the Amended Proposal.

APPROVAL OF THE PROPOSAL

18. The BIA requires the Amended Proposal be approved by the Court following approval by the requisite majorities of Creditors by class. As such, the Proposal Trustee requests that the Court issue an order approving the Amended Proposal.
19. As described in greater detail in the Trustee's Report to Creditors at Appendix "A", the Amended Proposal, as approved by the Creditors with the majorities required under the BIA, provides that:
- i. As required under the BIA, Crown Priority Claims, being proven pre-filing claims of CRA, or any province, contemplated by section 60(1.1) of the BIA, consisting of unremitted source deductions will be paid in full out of additional funds to be paid by the Debtor to the Proposal Trustee from its operating funds and remitted by the Proposal Trustee to CRA, or the province, as applicable, within six (6) months of the Court Approval Date. As at the Filing Date, there is approximately \$1,500 in respect of Crown Priority Claims;
 - ii. Secured Creditors are not affected Creditors for the purposes of the Proposal;

- iii. Employee Preferred Claims will be paid from additional funds to be delivered by the Debtor to the Proposal Trustee and shall be remitted by the Proposal Trustee to the entitled claimants, if any, immediately after the Effective Date;
 - iv. As required under the BIA, Preferred Claims, other than Employee Preferred Claims, if any, shall be paid in full, without interest, in priority to Unsecured Claims; and
 - v. Proven Unsecured Claims shall be paid out of the Funded Proposal Payments on a *pro rata* basis.
20. The Proposal Trustee is not aware of the Debtor having committed any of the offences set out in sections 198-200 of the BIA.

OVERVIEW OF THE DEBTOR'S WEEKLY CASH FLOW FORECAST

21. The Debtor, with the assistance of the Proposal Trustee, has prepared a four-week cash flow forecast for the period of February 26, 2022 to March 25, 2022 ("**Cash Flow Forecast**"). A copy of the Cash Flow Forecast is attached hereto as **Appendix "F"** to this Report. The Cash Flow Forecast has been prepared by Management of the Debtor for the purpose of this motion, using the probable and hypothetical assumptions set out in notes 1 to 4 attached to the Cash Flow Forecast. The Cash Flow Forecast reflects receipts and disbursements, if any, to be received or paid over the four-week forecast period in Canadian dollars.
22. The Proposal Trustee's review of the Cash Flow Forecast consisted of inquiries, analytical procedures and discussion related to information supplied to the Proposal Trustee by certain of the Management and employees of the Debtor. Since hypothetical assumptions need not be supported, the Proposal Trustee's procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Cash Flow Forecast. The Proposal Trustee has also reviewed the support provided by Management of the Debtor for the probable assumptions, and the preparation and presentation of the Cash Flow Forecast.
23. Based on the Proposal Trustee's review, nothing has come to its attention to cause it to believe that, in all material respects:

- i. the hypothetical assumptions are not consistent with the purpose of the Cash Flow Forecast;
 - ii. as at the date of this Report, the probable assumptions developed by Management are not suitably supported and consistent with the plans of the Debtor or do not provide a reasonable basis for the Cash Flow Forecast, given the hypothetical assumptions; or
 - iii. the Cash Flow Forecast does not reflect the probable and hypothetical Assumptions.
24. As described in the Disclaimer above, since the Cash Flow Forecast is based on assumptions regarding future events, actual results will vary from the information presented, even if the hypothetical assumptions occur, and the variations may be material. Accordingly, the Proposal Trustee expresses no assurance as to whether the Cash Flow Forecast will be achieved.
25. The Cash Flow Forecast has been prepared solely for the purpose described above, and readers are cautioned that it may not be appropriate for other purposes.

CONDUCT OF THE DEBTOR

Preference Transactions and Transfers at Undervalue

26. The Amended Proposal, approved by the requisite majorities of Affected Creditors, contemplates that sections 95-101 of the BIA shall not apply in connection with this Amended Proposal and as a result the Proposal Trustee shall have no responsibility, liability or authority whatsoever in connection herewith. Accordingly, the Proposal Trustee has not undertaken a detailed review for possible preference transactions or transfers at undervalue.
27. If the Debtor was to become bankrupt, and either preference transactions or transfers at undervalue did exist, it is possible that some of these transactions could be voided.

Conduct Post-Filing

28. Pursuant to section 50(10) of the BIA, the Proposal Trustee is required to monitor the affairs of the Debtor until the Amended Proposal is approved by the Court.

29. During the NOI period, the Debtor worked diligently with the Proposal Trustee to prepare the Amended Proposal, as well as to manage costs and continue operations. The Debtor is working diligently to complete the Amended Proposal.

NOTICE OF HEARING OF THE APPLICATION

30. On February 28, 2022, the Proposal Trustee sent the Notice of Hearing of Application for Court Approval of Proposal (Form 40.1) (the “**Notice**”) to the Debtor and to all known creditors of the Debtor who have proved a claim, whether secured or unsecured, and to the official receiver. Attached hereto as **Appendix “G”** is a true copy of the Affidavit of Mailing of Brenda McKnight, together with a copy of the Notice.

CONCLUSION AND RECOMMENDATION

31. The Proposal Trustee is of the opinion that the liabilities and the assets of the Debtor and their estimated realizable value, are as set out in the Trustee’s Report to Creditors.
32. That the Proposal Trustee is also of the opinion that:
- i. the causes of the insolvency of the Debtor are as set out in the Trustee’s Report to the Creditors;
 - ii. the conduct of the Debtor is not subject to censure; and
 - iii. there are no known facts, as described in section 173 of the BIA, which may be proved against the Debtor.
33. It is the Proposal Trustee’s further opinion that the Amended Proposal is an advantageous one for the creditors of the Debtor and will allow for a greater recovery to them than they would receive in a liquidation of the Debtor.
34. In view of the foregoing, the Proposal Trustee respectfully recommends that this Court grant an order to approve the Amended Proposal and authorizing the Proposal Trustee to take all steps necessary to implement the Amended Proposal.

Yours very truly,

DODICK LANDAU INC.

**In its capacity as the Proposal Trustee of
Tecna Construction Ltd. and not in its personal or
corporate capacity.**

Per:  _____

Rahn Dodick, CA, CPA, CIRP, LIT

President

APPENDIX “A”

District of: Ontario
Division No. 09 – Toronto
Court No.: 31-2785327
Estate No. 31-2785327

CREDITOR PACKAGE

TECNA CONSTRUCTION LTD. of the city of Toronto in the Province of Ontario

**Dodick Landau Inc.
6-4646 Dufferin Street
Toronto, ON M3H 5S4**

District of: Ontario
Division No. 09 – Toronto
Court No. 31-2785327
Estate No. 31-2785327

TABLE OF CONTENTS

TECNA CONSTRUCTION LTD.

Included in this package:

- 1. Letter to Creditors**
- 2. Helpful Hints/Filing a Claim/Voting/Proxies**
- 3. Notice of Proposal**
- 4. Proposal**
- 5. Report on Proposal**
- 6. Statement of Affairs**
- 7. Proof of Claim with instructions**
- 8. Proxy**
- 9. Voting Letter/Election form**

LETTER TO CREDITORS

DODICK LANDAU

December 2, 2021

CREDITOR PACKAGE

To the Creditors of Tecna Construction Ltd., (“Tecna” or the “Company”)

Please be advised that on November 25, 2021, Dodick Landau Inc., in its capacity as Proposal Trustee (the “**Proposal Trustee**”) of the Estate of Tecna Construction Ltd. filed with the Official Receiver a proposal in the name, and on behalf, of Tecna Construction Ltd. (the “**Proposal**”).

The reason you are receiving this letter and the enclosed creditor information (“**Creditor Package**”) is because Tecna advised the Proposal Trustee that you are a creditor of Tecna and may be eligible to vote in the Proposal. The purpose of the Creditor Package is to provide you with the information you require to evaluate, and vote on, the Proposal.

Enclosed in this Creditor Package are the following Proposal documents:

- 1) Notice of Proposal to Creditors;
- 2) Proposal;
- 3) Trustee’s Report on Proposal;
- 4) Statement of Affairs;
- 5) Proof of Claim form with instructions;
- 6) Proxy;
- 7) Voting Letter

A Meeting of the Creditors to consider the Proposal will be held by Zoom videoconference on the 15th day of December, 2021 at 11:00 a.m. The Zoom link is as follows:

<https://us06web.zoom.us/j/89274290437?pwd=ZHFYNFEwYnpsNW81d3VBNEVPWTdIUOT09>

In order to be eligible to attend and vote at the meeting of creditors, creditors must have filed with the Proposal Trustee before the meeting, a proof of claim form signed and witnessed as required and accompanied by a statement of account. Those Creditors who do not intend to have a personal representative at the meeting held on December 15, 2021, may complete and submit the voting letter which is enclosed in this Creditor Package prior to the meeting indicating their vote for or against the acceptance of the Proposal. The Trustee has also enclosed a form of proxy should a Creditor wish to appoint a proxy to represent them at the meeting. Additional details relating to the filing of claims prior to the meeting of creditors are outlined throughout this Creditors Package.

DODICK LANDAU

Please read the Helpful Hints, Voting and General Proxy information following this letter for details on how to file your claim and vote on the Proposal. In the Proof of Claim section of this package you will also find an information sheet detailing how to complete your Proof of Claim and what must be returned with it. Please utilize this information.

Completed proofs of claim, and other documents may be returned to the Proposal Trustee to the attention of Brenda McKnight by fax (416-649-7725) or electronic mail (brenda.mcknight@dodick.ca). Should you need further assistance, you may contact our office by telephone at 416-645-0542.

Properly completed Proofs of Claims not received at the Proposal Trustee's office prior to the start of the December 15, 2021 meeting will result in that creditor not being able to vote at the meeting on the Proposal. We encourage all creditors who wish to vote at the meeting to send to the Proposal Trustee's office their completed proof of claim as soon as possible. We also encourage creditors to vote by voting letter in advance as well if they are able.

Please refer to the Trustee's Report on the Proposal. Please note that the Proposal Trustee is recommending that creditors vote in favour of the Proposal for the reasons as noted in the report.

To access further information pertaining to the Tecna proceedings, including an electronic copy of the Creditor Package, and link to the December 15, 2021 meeting, please visit the Trustee's website (<http://dodick.ca/public-documents/>).

DODICK LANDAU INC.,

Proposal Trustee of the estate of Tecna Construction Ltd.
and not in its personal or
corporate capacity.

Per:



Rahn Dodick, CPA, CA, CIRP, LIT
President

**HELPFUL HINTS
FILING A CLAIM
VOTING
PROXIES**

DODICK LANDAU

Helpful Hints

- You are receiving this Creditor Package as Tecna Construction Ltd. has informed the Proposal Trustee that you are one of their creditors.
- Please note that a Meeting of Creditors will be held on **December 15, 2021 at 11:00 a.m.** via Zoom. The Zoom link is noted on the cover page of the Creditor Package letter, or contact Brenda McKnight for the link.
- To participate in the Proposal, all creditors **MUST** file a Proof of Claim form and submit it to the Proposal Trustee in advance of the Meeting of Creditors. The Proof of Claim and the instruction sheet can be found close to the end of the Creditor Package.
- Please remember that your claim must include a Schedule "A" which is proof of the amount that you are claiming. This should be invoices of the amount owing to you or similar documentation. .
- You can submit your claim by email, mail or by fax. If you use the fax, please be sure to direct your fax to Dodick Landau Inc. In order to be eligible to vote at the Meeting, the Proof of Claim with supporting documents **MUST** arrive at the office of the Proposal Trustee in advance of the Meeting
- Please read the Proposal document and the Report on the Proposal written by the Proposal Trustee in order to understand the Proposal and the voting at the meeting.

Voting

- The Meeting of Creditors will be held using Zoom videoconferencing. As carrying out a vote by videoconference can at times be challenging, we are encouraging all creditors to vote by voting letter in advance of the Meeting. In order to vote in advance of the Meeting, the voting letter (form is at the back of the creditor package) with your completed Proof of Claim and proxy (if applicable) must be submitted to the Proposal Trustee's office in advance of the Meeting of Creditors. **Please note that all corporations voting on the proposal must appoint a proxy to vote on behalf of the corporation.**

General Proxy:

- If you are representing a corporation, you must have a proxy from the corporation to act on its behalf and vote at the Meeting, whether you vote in advance by voting letter or in person at the Meeting.
- If you are an individual, you may wish to have someone else represent you at the Meeting of Creditors. You must give that individual a signed proxy form. We must receive the proxy form in advance of the Meeting of Creditors.
- The Proposal Trustee must receive the proxy form in advance of the Meeting.

If there are any questions in completing the proof of claim, please write, email or telephone the office of the trustee:

**Dodick Landau Inc.
6 – 4646 Dufferin Street
Toronto, ON M3H 5S4
Telephone: 416-645-0542
Fax: 416-649-7725
Email: brenda.mcknight@dodick.ca**

NOTICE OF PROPOSAL

District of: Ontario
Division No. 09-Toronto
Court No. 31-2785327
Estate No. 31-2785327

FORM 92
Notice of Proposal to Creditors

In the matter of the Proposal of
Tecna Construction Ltd.
of the City of Toronto, in the Province of Ontario

Take notice that Tecna Construction Ltd. of the City of Toronto in the Province of Ontario has lodged with me a proposal under the *Bankruptcy and Insolvency Act*.

A copy of the proposal, a condensed statement of the debtor's assets, and liabilities, and a list of the creditors affected by the proposal and whose claims amount to \$250 or more are enclosed.

A general meeting of the creditors will be held on the 15th day of December, 2021 at 11:00 a.m. to be held by Zoom videoconferencing at:

<https://us06web.zoom.us/j/89274290437?pwd=ZHFYNFEwYnpsNW81d3VBNEVPWTdlUT09>

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Proofs of claim must be lodged with me prior to the commencement of the meeting.

Proxies and voting letters intended to be used at the meeting may be filed at any time up until the moment a vote is called.

Dodick Landau Inc. – Licensed Insolvency Trustee
Per:



Rahn Dodick – Licensed Insolvency Trustee
4646 Dufferin St., Suite 6
Toronto, ON M3H 5S4
Phone: (416) 645-0542 Fax: (416) 649-7725

PROPOSAL

District of Ontario
Division No.: 09 – Toronto
Estate No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE PROPOSAL OF TECNA CONSTRUCTION LTD.
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

**PROPOSAL
(November 19, 2021)**

Tecna Construction Ltd. hereby submits the following Proposal under Part III of the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*.

**PART I
INTERPRETATION**

Definitions

1. In this Proposal:
 - (a) “Act” means the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*, as amended.
 - (b) “Administrative Fees and Expenses” means the fees and expenses of the Trustee incidental to the NOI and the preparation and facilitation of the Proposal and any amendments thereto, including, without limitation, fees incurred by the Trustee in the administration of the Funded Proposal Payments, and the legal fees and expenses incurred by the Trustee and the Debtor before and following execution, acceptance and approval of this Proposal and in connection with the NOI and the preparation of this Proposal, as well as advice to the Debtor in connection therewith;
 - (c) “Affected Creditors” means those Creditors of the Company forming Class 1, as defined in Part III of this Proposal;
 - (d) “Approval Order” means an order of the Court approving this Proposal, to be granted pursuant to the provisions of the Act, the appeal period having

expired, and no appeal having been filed or any appeal therefrom having been dismissed and such dismissal having become final;

- (e) "Bankruptcy Reserve" means a reserve amount of \$15,000 to be held by the Trustee as security for the administrative costs of the bankruptcy of the Company, in the event that this Proposal is annulled, and the Company becomes bankrupt;
- (f) "Business Day" means a day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario;
- (g) "Certificate of Full Performance" means the certificate that the Trustee issues to the Company and to the Official Receiver pursuant to Section 65.3 of the Act;
- (h) "Claim" means any right of any Person with indebtedness, liability or obligation of any kind against the Company which indebtedness, liability or obligation is in existence at the Date of Filing, whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by surety or otherwise and whether or not such a right is executory in nature including, without limitation, the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause, chose in action, whether existing at present or commenced in the future based in whole or in part on facts which exist prior to or at the time of Date of Filing;
- (i) "Company" means Tecna Construction Ltd.;
- (j) "Court" means the Ontario Superior Court of Justice (In Bankruptcy and Insolvency);
- (k) "Court Approval Date" means the date on which the Approval Order is issued;
- (l) "Creditors" means any Person having a Claim;
- (m) "Creditors Meeting" means the meeting of the Affected Creditors called for the purpose of considering and voting upon this Proposal;
- (n) "Crown Claims" means Claims of Her Majesty in right of Canada or any province of all amounts of a kind contemplated by section 60(1.1) of the Act;
- (o) "Date of Filing" means November 19, 2021, the date on which the Company filed the Proposal;

- (p) "Employee Preferred Claim" means a Claim by a current or former employee of the Company, or such portion of such Claim, that would be payable in priority under Subsection 136(1) of the Act;
- (q) "Effective Date" means 10 calendar days from the date of the Approval Order, unless the Approval Order is appealed, in which case the Effective Date means the later of: (i) one Business Day after the full and final determination of the appeal; and (ii) the expiry of any further appeal periods;
- (r) "Event of Default" has the meaning given to it in Part VIII of this Proposal;
- (s) "Funded Proposal Payments" shall mean funds which will be advanced to the Trustee for distribution, as set out and defined in Paragraph 16 hereof;
- (t) "Inspectors" means the inspectors appointed pursuant to Part X of this Proposal;
- (u) "Levy" means the levy imposed by the Superintendent of Bankruptcy under the Act;
- (v) "Maturity Date" means the date on which all payments to the Creditors have been made and the Certificate of Full Performance has been issued by the Trustee to the Company, provided that no Event of Default has occurred that has not been cured or waived;
- (w) "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;
- (x) "Post-Filing Crown Claims" means all Crown Claims that became due or shall become due on or after the Date of Filing;
- (y) "Post-Filing Goods and Services" means the goods supplied, services rendered, and other consideration given or provided to the Company on or after the Date of Filing;
- (z) "Pre-Filing Crown Claims" means all Crown Claims that were outstanding as at the Date of Filing;
- (aa) "Preferred Claim" means any claim that is afforded priority under Section 136(1) of the Act;
- (bb) "Preferred Creditor" means any Unsecured Creditor holding a Preferred Claim, solely in respect to that Preferred Claim;

- (cc) "Proposal" means this proposal dated November 19, 2021, together with any amendments or additions thereto;
- (dd) "Proposal Period" means the period between the Court Approval Date and the Maturity Date;
- (ee) "Proven" as used in relation to any Claim means such Claim as finally accepted or determined by the Trustee in accordance with the provisions of the Act and this Proposal, subject to the Creditor's right of appeal to Court, the Court's determination of that Claim or any applicable appeal periods having expired and no appeal having been made;
- (ff) "Secured Claim" means any Claim by a Secured Creditor, excluding the Crown Claims;
- (gg) "Secured Creditor" means a Person holding a mortgage, hypothec, pledge, charge, lien or privilege on or against the property of the Company or any part thereof as security for a Claim, but excludes the Canada Revenue Agency to the extent of its Crown Claims;
- (hh) "Trustee" means Dodick Landau Inc., solely in its capacity as proposal trustee of the Company;
- (ii) "Unsecured Claim" means the value of any Proven Claim in respect of which no Security is held; and
- (jj) "Unsecured Creditors" means those Persons with Claims in respect of which no security is held, and which is not afforded priority under Section 136(1) of the Act.

Headings

2. The division of this Proposal into parts, paragraphs and subparagraphs, and the insertion of headings herein, is for convenience of reference only and is not to affect the construction or interpretation of this Proposal.

Number, etc.

3. In this Proposal, where the context requires, a word importing the singular includes the plural and vice versa, and a word importing gender includes the masculine, feminine and neuter genders.

Date for Action

4. If 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.

Accounting Principles

5. Accounting terms not otherwise defined in this Proposal have the meanings assigned to them in accordance with generally accepted Canadian accounting principles.

PART II PURPOSE AND EFFECT OF THIS PROPOSAL

Purpose of Proposal

6. The purpose of this Proposal is to effect a restructuring of the indebtedness of the Company in the manner contemplated herein and as permitted by the Act in the expectation that all Creditors will derive a greater benefit from the restructuring and the continued operation of the business and affairs of the Company than would result from a bankruptcy of the Company.

Effect of Proposal

7. During the Proposal Period, and provided that an Event of Default has not occurred and is continuing hereunder, all Creditors will be stayed from commencing or continuing any proceeding or remedy against the Corporation or any of its property or assets in respect of a Claim including, without limitation, any proceeding or remedy to recover payment of any monies, to recover or enforce any judgment against the Company in respect of a Claim or to commence any formal proceedings against it other than as provided for under this Proposal.
8. Upon implementation of all elements of this Proposal, and the filing of the Certificate of Full Performance by the Trustee, all Claims against the Company and its directors shall be fully, finally and completely satisfied.

PART III CLASSIFICATION OF CREDITORS

9. For the purpose of this Proposal, the Creditors of the Company shall be comprised of single class, consisting of Creditors having Proven Preferred Claims and Unsecured Claims ("Class 1"), which, for greater certainty, shall include Preferred Creditors entitled to vote pursuant to the Act and claims of Her Majesty in right of Canada and any province for all amounts other than Crown Claims.

PART IV SECURED CREDITORS

10. The Company's Secured Creditors, if any, shall be unaffected by this Proposal.

**PART V
TREATMENT OF VARIOUS CLAIMS,
FUNDING OF PROPOSAL AND DISTRIBUTION**

Crown Claims

11. The Company covenants and agrees to, within six months after the Effective Date, pay in full all amounts that were outstanding at the Date of Filing of a kind that could be subject to a demand under: (i) Subsection 224(1.2) of the ITA; (ii) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to s.224(1.2) of the *ITA* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalty or other amounts; or (iii) under any substantially similar provision of provincial legislation, including all amounts contemplated by Section 60(1.1) of the Act. This payment of Crown Claims (if any) will be made in addition to the Funded Proposal Payments.
12. At the Date of Filing, according to the Company, it owe's approximately \$1,500.00 to the Canada Revenue Agency for employee source deductions withheld but not remitted, including related penalties and interest calculated up to the Date of Filing.

Employee Preferred Claims

13. As at the date of the filing of the Proposal, according to the Company, there are no Employee Preferred Claims. All Proven Employee Preferred Claims, if any, shall be paid out of additional funds to be delivered by the Company to the Trustee and shall be remitted by the Trustee to the entitled claimants immediately after the Effective Date.

Preferred Claims (in addition to Employee Preferred Claims)

14. Proven Preferred Claims, other than Employee Preferred Claims (if any), which shall be satisfied pursuant to Paragraph 13 of this Proposal, shall be paid in full, without interest, out of the Funded Proposal Payments, in priority to Proven Unsecured Claims.

Unsecured Claims

15. Proven Unsecured Claims shall be paid out of the Funded Proposal Payments on a *pro rata* basis.

Funding the Proposal

16. The Company's obligation to fund the Funded Proposal Payments shall commence on May 1, 2022. The Company will cause to be paid to the Trustee payments in the form of cash instalments in the aggregate amount of \$6,000.00 every quarter,

for nine quarters, or twenty-seven months, subject to Paragraph 17 of this Proposal (the "Funded Proposal Payments").

17. The Funded Proposal Payments will be made until an amount is paid to the Trustee equal to the lesser of:
 - (i) 45% of the value of the Proven Claims; and
 - (ii) \$54,000.00.

For greater certainty, the amounts set out in this Paragraph 17 shall not include Crown Claims, if any, which Crown Claims will be paid in addition to the payments referred to in this paragraph.

Distributions

Payment of Employee Preferred Claims

18. Immediately following the Effective Date, the Trustee shall issue distributions out of such funds in respect of all Proven Employee Preferred Claims, if any.

Distributions to Unsecured Creditors

19. Interim distributions will be made to Unsecured Creditors with Proven Unsecured Claims when sufficient Funded Proposal Payments have, in the Trustee's discretion, accumulated to warrant an interim distribution. The Trustee may make an interim distribution at any time and frequency as the Trustee deems appropriate in the Trustee's discretion.
20. The Funded Proposal Payments shall be distributed by the Trustee in the following order of priority:
 - (a) first, to the Administrative Fees and Expenses;
 - (b) second, to establish the Bankruptcy Reserve, to be held in trust by the Trustee, which amount shall be used to fund the administrative costs of the bankruptcy of the Company in the event that this Proposal is annulled, and the Company becomes bankrupt, failing which such amount shall be distributed in accordance with Subparagraphs 20(c) and 20(d) of this Proposal;
 - (c) third, to Proven Claims of Preferred Creditors, other than Employee Preferred Claims which will have been satisfied out of additional funds, without interest (if any); and
 - (d) fourth, the balance of the Funded Proposal Payments shall be distributed *pro rata* among all the Unsecured Creditors on account of Proven Unsecured Claims.

Amendments to Agreements

21. Notwithstanding the terms and conditions of all agreements or other arrangements with Creditors entered into before the Date of Filing, provided that no Event of Default has occurred and is continuing hereunder, all such agreements or other arrangements will be deemed to be amended to the extent necessary to give effect to all the terms and conditions of this Proposal. In the event of any conflict or inconsistency between the terms of such agreements or arrangements and the terms of this Proposal, the terms of this Proposal will govern. All Creditors will provide such acknowledgements, agreements, discharges or other documentation as may be necessary to give effect to the intent of this Proposal.

Treatment of Claims

22. For purposes of this Proposal, each Creditor holding a Claim will receive the treatment provided for in this Proposal on account of such Claim.

PART VI POST-FILING OBLIGATIONS

Payment of Post-Filing Goods & Services

23. During the Proposal Period, all Post-Filing Goods and Services shall be paid in full in the ordinary course of business by the Company.

Post-Filing Crown Claims

24. During the Proposal Period, the Company shall remit all Post-Filing Crown Claims as and when due.

Reporting by the Company

25. During the Proposal Period, the Company shall provide to the Trustee every three months commencing on first day of the month following the month in which the Approval Order is issued, a report containing the information set out below:
 - (i) a cash flow statement for the Company's business and affairs for the prior three months; and
 - (ii) evidence of Company's filing and remittance of source deductions and HST.

**PART VII
LEVY, MANDATORY PAYMENTS AND PREFERRED CLAIMS**

Levy

26. The Levy, if applicable, shall be deducted by the Trustee from payments to creditors by the Trustee.

Payment of Fees and Expenses

27. The Administrative Fees and Expenses, on and incidental to the proceedings arising out of the Proposal, or in a bankruptcy, if any, shall be paid in priority to the Crown Claims, the Claims of Preferred Creditors, and the Claims of general Unsecured Creditors. The Trustee will be at liberty to withdraw and pay such Administrative Fees and Expenses at any time and from time-to-time subject to final approval by the Registrar in Bankruptcy upon completion of the Proposal. The Trustee's disbursements will be charged in addition to its fees based on the actual costs incurred and/or as allowed by tariff.

Employee Claims

28. As per Part V of this Proposal, all Proven Employee Preferred Claims will be paid in priority to other Claims as soon as reasonably possible after the Effective Date.

Preferred Claims

29. As per Part V of this Proposal, all Proven Preferred Claims (if any) are to be paid without interest in full priority to all Claims of the Unsecured Creditors including, without limitation, any entitlement of the Unsecured Creditors to the payments to be made under Part V of this Proposal.

**PART VIII
EVENTS OF DEFAULT**

30. The following events will constitute Events of Default for purposes of section 63 of the Act and otherwise under this Proposal:
- (a) the non-payment by the Company of any of its obligations hereunder within thirty (30) days after written notice has been given by the Trustee that such payment is past due; and
 - (b) the breach or failure by the Company to observe and perform any other covenant and provision of this Proposal, other than payment as provided for in Subparagraph 30(a) hereof which is not remedied within thirty (30) days after written notice thereof has been given to the Company by the Trustee.

**PART IX
TRUSTEE**

31. The Trustee is acting solely in its capacity as proposal trustee under the Act and not in its personal capacity and no officer, director, employee or agent of the Trustee shall incur any obligations or liabilities in connection with this Proposal or in connection with the business or liabilities of the Company.
32. Any payments made by the Trustee to Creditors hereunder shall be made by the Trustee net of any levies payable or due under the Act.

**PART X
INSPECTORS**

Appointment of Inspectors

33. At the Creditors Meeting, the Affected Creditors will be entitled to appoint one or more, but not exceeding five (5) Inspectors in total.

Powers of Inspectors

34. The Inspectors, by way of majority, will have the following powers, but will have no personal liability to the Company or other Creditors:
 - (a) the power to extend the dates the Funded Proposal Payments are due under this Proposal;
 - (b) the power to waive any default in the performance of any provision of this Proposal; and
 - (c) the power to advise the Trustee in respect of such matters as may be referred to the Inspectors by the Trustee.

**PART XI
CONDITIONS PRECEDENT**

Creditor Approval

35. The Trustee shall call a meeting of the Affected Creditors of the Company to seek creditor approval for the Proposal in the requisite majority in number and value of the classes, as set out in the Act, of each of the classes of creditors described in this Proposal. The performance of this Proposal by the Company shall be conditional upon approval of the Affected Creditors. If the Affected Creditors do not approve the Proposal, the Trustee shall report on the result of the vote as required under section 57 of the Act and the Company shall be deemed bankrupt.

Court Approval

36. In the event the Proposal is approved by the Affected Creditors the Trustee shall, within five (5) days of such approval, apply to the Court for a hearing to seek the Approval Order. The performance of this Proposal by the Company shall be conditional upon the issuance of the Approval Order. In the event that the Court does not approve the Proposal, the Company shall be deemed bankrupt.

PART XII RELEASES

37. As at 12:01 a.m. the Maturity Date, the Company, shall be released and discharged from any and all Claims. This release shall have no force or effect if the Company becomes bankrupt before the terms of the Proposal are fully performed.
38. As of 12:01 a.m. the Maturity Date, each and every present and former officer and director of the Company shall be released from claims against them that arose before the Date of Filing and that relate to the obligations of the Company where such persons are by law liable in their capacity as directors for the payment of such obligations, provided that nothing herein shall release or discharge any director or officer of the Company from any claims coming within the exceptions set out in section 50(14) of the Act. This release shall have no force or effect if the Company becomes bankrupt before the terms of the Proposal are fully performed.

PART XIII MISCELLANEOUS

Preferential Payments

39. Sections 95 to 101 of the Act shall not apply to any dealings by the Company at any time prior to the Date of Filing unless the Company becomes bankrupt before the terms of the Proposal are fully performed. The releases contemplated in Part XII of this Proposal include releases from all claims, actions, or remedies available to Creditors or others pursuant to Sections 95 to 101 of the Act, provided that nothing herein shall release any director of the Company from any claims coming within the exceptions set out in Section 50(14) of the Act.

Consents, Waivers and Agreements

40. On the Effective Date, all Creditors will be deemed to have consented and agreed to all of the provisions of this Proposal in its entirety. For greater certainty, each such Creditor will be deemed to have waived any default by the Company in any provision, express or implied, in any agreement existing between the Creditor and the Company that has occurred on or prior to the Date of Filing, and to have agreed that, to the extent that there is any conflict between the provisions of any such agreement and the provisions of this Proposal, the provisions of this Proposal take

precedence and priority and the provisions of any such agreement are amended accordingly.

Further Actions

41. The Company and the Creditors will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Proposal and to give effect to the transactions contemplated hereby.

Performance

42. All obligations of the Company under this Proposal will commence as of the Effective Date. All obligations of the Company under this Proposal will be fully performed for the purposes of Section 65.3 of the Act only upon the Company having made the payments to the Trustee provided for herein and a Certificate of Full Performance is issued by the Trustee to the Company and the Office of the Superintendent of Bankruptcy.

Acceleration of Payments

43. Notwithstanding the payment structure set out in Part V of this Proposal, nothing herein prevents or restricts the Company from accelerating any of the Funded Proposal Payments or from satisfying the full amount of the Funded Proposal Payments in advance of the time period contemplated in Part V of this Proposal.

Binding Effect

44. The provisions of this Proposal will be binding on the Creditors and the Company, and their respective heirs, executors, administrators, successors and assigns, upon issuance of the Approval Order after all appeal periods have expired.

PART XIV ANNULMENT OF PROPOSAL

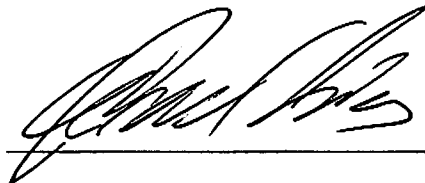
45. If this Proposal is annulled by an order of the Court, all payments on account of Claims made pursuant to the terms of this Proposal will reduce the Claims of Creditors.

**PART XV
AMENDMENTS**

46. The Company may propose amendments to the Proposal at any time prior to the conclusion of the Creditors Meeting provided that any such amendment does not reduce the rights and benefits given to the Creditors pursuant to the Proposal before such amendment and that any and all amendments shall be deemed to be a part of and incorporated into the Proposal.

DATED at the City of Toronto, in the Province of Ontario, as of this 19th day of November 2021.

Per: _____



Name: Mr. Raul Espin

Title: President and Director

REPORT ON PROPOSAL

**IN THE MATTER OF THE PROPOSAL OF
TECNA CONSTRUCTION LTD.
OF THE CITY OF TORONTO
IN THE PROVINCE OF ONTARIO**

REPORT OF TRUSTEE ON PROPOSAL

December 1, 2021

INTRODUCTION

1. On November 25, 2021 (“**Date of Filing**”), pursuant to section 62 of the Bankruptcy and Insolvency Act (the “**BIA**” or the “**Act**”), Tecna Construction Ltd. (“**Tecna**” or the “**Company**”) filed with the Official Receiver a proposal (the “**Proposal**”) and named Dodick Landau Inc. (“**DLI**”) as Proposal Trustee (the “**Proposal Trustee**”).
2. The purpose of this report (“**Report**”) is to provide information to the creditors of Tecna (the “**Creditors**”) to assist in their evaluation of the Proposal.
3. The Proposal has been developed to effect a restructuring of the indebtedness of the Company in the manner contemplated herein and as permitted by the Act in the expectation that all Creditors will derive a greater benefit from the restructuring and the continued operation of the business and affairs of the Company than would result from a bankruptcy of the Company.
4. **A meeting of the Creditors to consider the Proposal will be held by video conference on December 15, 2021 at 11:00 a.m. (“Creditor’s Meeting”). Details relating to the filing of claims, and other documents, prior to the meeting of the creditors, are outlined in the Report and will be mailed to each known creditor of Tecna, or their duly appointed representative.**

DISCLAIMER

5. In preparing this Report, the Proposal Trustee has relied upon certain unaudited, draft and/or internal financial information, the Company's books and records, discussions with the Company's management ("**Management**"), Creditors and information from other third-party sources (collectively, the "**Information**"). Except as described in this Report:
- i) the Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook and, accordingly, the Proposal Trustee expresses no opinion or other form of assurance in respect of the Information;
 - ii) some of the information referred to in this Report consists of forecasts and projections. An examination or review of the financial forecast and projections, as outlined in the Canadian Institute of Chartered Accountants handbook, has not been performed; and
 - iii) the Proposal Trustee has prepared this Report in its capacity as a Court appointed officer and has made a copy of this Report available on DLI's website at www.dodick.ca. Parties using this Report, other than for the purpose of evaluating the Proposal, are cautioned that it may not be appropriate for their purposes. DLI will continue to maintain on its website copies of any court orders, reports and other material public filings it considers relevant to this proceeding.
6. Future oriented financial information referred to in this Report was prepared based on Management's estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.
7. The capitalized terms not defined in this report are defined in the Proposal and this Report should only be read in conjunction with the Proposal. While this Report summarizes key aspects of the Proposal, Creditors are advised to carefully read the Proposal in full. Should there be any discrepancy between the summary contained in this Report and the Proposal, the Proposal shall govern.

8. Unless otherwise stated, all monetary amounts contained herein are in Canadian dollars.

BACKGROUND

Operations

9. Tecna is in the business of residential construction and builds the framing on new homes taking on 1-2 contracts at any given time ("**Business**"). Tecna has three employees and has been in operation for eighteen years.

Financial Results

10. Tecna's unaudited financial statements indicate that for fiscal year-ended March 30, 2020 and March 31, 2021, it:
- i) earned net income of \$9,030 and \$24,177, respectively; and
 - ii) had total debt of approximately \$5,618 and \$44,772.

CAUSES OF FINANCIAL DIFFICULTIES

11. Tecna is a small business which is heavily reliant on its owner manager ("**Owner**"). In recent years the Owner's health has significantly deteriorated which has resulted in him reducing his workload and taking on more contractors to work for him. By having to pay employees to do more of the work the jobs have become less profitable.
12. The Company also fell behind on its HST remittances in part due to cash flow difficulties and in part due to filing delays and miscommunications between the Owner and its accountant.
13. As the Company continued to be unable to pay its debts as they were coming due, the Company had no other readily available option but to file a Proposal on the Date of Filing to prevent irreparable harm to its Business.
14. According to the Owner, concurrent with planning its Proposal filing, the Company has undertaken various steps to resolve its financial crisis. These steps include outsourcing its bookkeeping to a new third-party provider to ensure its government remittances are completed in a timely fashion.

Secured and Unsecured Debt

Secured Creditors

15. At the Date of Filing, Management advised that there are no Secured Creditors.

Crown Claims

16. At the Date of Filing, according to the Company it was indebted to CRA for employee source deductions in the amount of approximately \$1,500. As of the date of this Report, the Company is current in remitting post-filing employee source deductions.

Preferred Creditors

17. As of the Date of Filing, there are no known Preferred Creditors' Claims.

Unsecured Creditors

18. According to Management, Tecna's Unsecured Creditors' debt totaled approximately \$128,000 at the Date of Filing. The Unsecured Creditors' indebtedness is owed to two known unsecured creditors and includes indebtedness to CRA for unremitted HST totalling approximately \$68,000.

THE PROPOSAL

Classes

19. For the purpose of this Proposal, the Creditors of the Company are comprised of a single class of Creditors having Proven Preferred Creditor Claims and Unsecured Claims (the "Class 1").
20. For greater certainty, the Creditors entitled to vote in Class 1 consist of Unsecured Creditors (i.e., creditors holding claims without priority under the BIA), Preferred Creditors pursuant to the BIA, and claims of Her Majesty in right of Canada and any province for all amounts other than Crown Priority Claims.

Treatment of Claims

21. Crown Priority Claims are all proven pre-filing claims of CRA, or any province, contemplated by section 60(1.1) of the BIA, consisting of unremitted source deductions. According to the

Proposal, Crown Priority Claims will be paid in full and shall be paid by funds derived from additional funds from the Company's operations ("**Additional Funds**") to the Proposal Trustee within six (6) months of the Court Approval Date and then remitted by the Proposal Trustee to CRA. As described above, there is approximately \$1,500 owing on account of Crown Priority Claims and, according to Management, post Proposal filing source deduction return filings are current.

22. No Secured Creditors, if any, shall be affected by this Proposal.
23. Employee Preferred Claims, if any, shall be paid out of Additional Funds to be delivered by the Company to the Trustee and shall be remitted by the Trustee to the entitled claimants immediately after the Effective Date.
24. Preferred Claims, shall be paid in full, without interest, in priority to Unsecured Claims out of additional operating funds to be delivered by the Company to the Proposal Trustee and shall be remitted by the Proposal Trustee to the entitled claimants, if any.
25. Proven Unsecured Creditor Claims, after satisfaction of any priority claims, shall be paid *pro rata* out of the Funded Proposal Payments as set out below.

Funding the Proposal

26. The Company will cause to be paid to the Proposal Trustee payments in the form of quarterly cash instalments in the aggregate amount of \$6,000, commencing on May 1, 2022.
27. The Proposal Payments will be made over nine (9) quarters or twenty-seven months (the "**Funded Proposal Payments**") until an amount is paid to the Proposal Trustee equal to the lesser of:
 - i) 45% of the value of the Proven Claims; and
 - ii) \$54,000.

Distribution

28. Interim distributions will be made to Unsecured Creditors when there is sufficient funds held in trust from the Company, in the Proposal Trustee's discretion, accumulated to warrant an interim distribution.

29. All distributions are subject to the Superintendent's Levy in accordance with the BIA.
30. The Funded Proposal Payments will be distributed by the Proposal Trustee in the following order of priority:
 - i) *Administrative Fees and Expenses* - To fund all administrative fees and expenses of the Proposal Trustee, including the legal fees of the Proposal Trustee and the Company.
 - ii) *Bankruptcy Reserve* - To establish a reserve of \$15,000 to be held in trust by the Proposal Trustee, which amount shall be used to fund the administrative costs of the bankruptcy of the Company in the event that the Proposal is annulled and the Company becomes bankrupt, failing which such amount shall be distributed to the Creditors.
 - iii) *Proven Claims of Preferred Creditors* – To pay all Proven Preferred Claims, if any, other than Employee Proven Claim which will have been satisfied out of additional funds without interest (if any).
 - iv) *Proven Claims of Unsecured Creditors* – The remainder will be distributed *pro rata* among all the Unsecured Creditors on account of Proven Unsecured Claims.

OVERVIEW OF TECNA WEEKLY CASH FLOW FORECAST

31. Tecna, with the assistance of the Proposal Trustee, has prepared a cash flow forecast for the period from November 20, 2021 to February 18, 2022 ("**Cash Flow Forecast**"). A copy of the Cash Flow Forecast is attached hereto as **Appendix "A"** to this Report. The Cash Flow Forecast has been prepared by Management of Tecna in support of its insolvency proceedings, using probable and hypothetical assumptions set out in notes 1 to 7 attached to the Cash Flow Forecast. The Cash Flow Forecast reflects receipts and disbursements to be received or paid over the 13-week forecast period in Canadian dollars. An updated cash flow has not yet been prepared.
32. The Cash Flow Forecast projects that Tecna will have sufficient liquidity to fund its expenses and the Proposal proceeding.
33. A critical assumption made in the Cash Flow Forecast is that Tecna is expected to be able to operate within its available cash flow throughout the Proposal proceeding and not require

interim financing.

34. The Proposal Trustee's review of the Cash Flow Forecast consisted of inquiries, analytical procedures and discussion related to information supplied to the Proposal Trustee by management of Tecna. Since hypothetical assumptions need not be supported, the Proposal Trustee's procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Cash Flow Forecast. The Proposal Trustee has also reviewed the support provided by management of Tecna for the probable assumptions, and the preparation and presentation of the Cash Flow Forecast.
35. Based on the Proposal Trustee's review, nothing has come to its attention to cause it to believe that, in all material respects:
 - i) the hypothetical assumptions are not consistent with the purpose of the Cash Flow Forecast;
 - ii) as at the date of this Report, the probable assumptions developed by management are not suitably supported and consistent with the plans of Tecna or do not provide a reasonable basis for the Cash Flow Forecast, given the hypothetical assumptions; or
 - iii) the Cash Flow Forecast does not reflect the probable and hypothetical Assumptions.
36. As described in the Disclaimer above, since the Cash Flow Forecast is based on assumptions regarding future events, actual results will vary from the information presented, even if the hypothetical assumptions occur, and the variations may be material. Accordingly, the Proposal Trustee expresses no assurance as to whether the Cash Flow Forecast will be achieved. In addition, the Proposal Trustee expresses no opinion or other form of assurance with respect to the accuracy of financial information presented in the Cash Flow Forecast.
37. The Cash Flow Forecast has been prepared solely for the purpose described above, and readers are cautioned that it may not be appropriate for other purposes.

LIQUIDATION ANALYSIS / ESTIMATED RECOVERY IN BANKRUPTCY

Liquidation Analysis

38. In the event that the Proposal is not accepted by the Creditors and Tecna is deemed bankrupt, the following liquidation analysis represents the estimated value of Tecna's assets should its assets be liquidated.
39. The Proposal Trustee has relied on representations of the Company in determining the estimated liquidation value of the assets. The liquidation analysis was prepared at a point in time, being November 19, 2021. However, the value of the cash-on-hand and accounts receivable are changing as receipts are collected and new contract milestones are reached. Accordingly, in the event that the Company were to become bankrupt, the realizable value of the assets at that time may be different than presented hereafter.

Summary of Estimated Liquidation Value As at November 19, 2021 (000's)

	Notes	Total
Receipts		
Cash	1	-
Accounts Receivable	2	-
Tools	3	3,000
Total Receipts		3,000
Disbursements		
Administrative costs	4	-
Total Disbursements		-
Net Cash Flow from Liquidation		\$ 3,000

Notes:

1. There was \$186 on hand as at November 19, 2021.
2. Accounts Receivable collections are assumed to be NIL as it is assumed that the Company's customer(s) will not pay any remaining amounts that may be owing on the contract as a replacement contractor will need to be retained to complete any work in progress.
3. Administrative costs are assumed to be nominal as it is expected that the Owner will be able to sell his tools to a competitor.

Estimated Recovery – Bankruptcy vs. Proposal Scenario

40. The following chart (which is rounded to the nearest thousand dollars) sets out the expected recovery to Unsecured Creditors under a Bankruptcy/Liquidation scenario and the Proposal scenario. As can be seen below, the net estimated recovery to Unsecured Creditors in a bankruptcy scenario is **NIL** versus approximately **32%** under the Proposal scenario.

<u>Estimated Recovery in a Liquidation Scenario</u>		<u>Estimated Recovery in a Proposal Scenario</u>	
Liquidation Value of Assets (based on a liquidation as calculated above)	3	Estimated Funded Proposal Payments (note 1)	54
Less: Crown Priority Claims - Deemed Trust Portion (note 2)	(2)	Less: Crown Priority Claims - Deemed Trust Portion (note 2)	<u>n/a</u>
Less: Employee Preferred Claims (note 3)	<u>(2)</u>	Less: Employee Preferred Claims (note 3)	NIL
Less: Estimated Professional fees and expenses (note 4)	n/a	Less: Estimated Professional fees and expenses (note 4)	(10)
Less: Superintendent's Levy (note 5)	<u>n/a</u>	Less: Superintendent's Levy (note 5)	<u>(3)</u>
Net amount available for Unsecured Creditors	NIL	Net amount available for Unsecured Creditors	41
Estimated Claims of Unsecured Creditors	128	Estimated Claims of Unsecured Creditors	128
Estimated Recovery to CRA for Crown Priority Claims	<u>NIL</u>	Estimated Recovery to CRA for Crown Priority Claims from the Funded Proposal Payments	<u>n/a</u>
Estimated Recovery to Unsecured Creditors	<u>NIL</u>	Estimated Recovery to Unsecured Creditors	<u>32%</u>

Notes:

1. For the purposes of the above analysis the Proposal payments amount is assumed to be \$54,000. However, the Company will pay the Proposal Trustee the Proposal payments up until an amount is paid to the Proposal Trustee equal to the lesser of: 45% of the value of the proven Claims; and \$54,000. Therefore, the Proposal payments will differ based on the actual value of the proven Claims.
2. In the bankruptcy scenario, CRA's deemed trust for Crown Priority Claims only extends over the employee portion of deductions, not the employer contributions or the interest and penalties. In the bankruptcy scenario, the liability for employer contributions and the interest and penalties would be an Unsecured Claim. In the Proposal Scenario, CRA will receive 100% of its deemed trust entitlement, as it will be paid from funds derived from the Company's operations following Court Approval of this Proposal and paid by the Company to the Proposal Trustee.
3. This amount represents a provision for estimated preferred claims on account of unpaid wages as the Company pays its employees in arrears with one employee only being monthly. In the case of a proposal Employee Preferred Claims, if any, would be paid out of Additional Funds.
4. In the case of a bankruptcy there would be no funds available for professional fees. In the case of a proposal, professional fees include administering the proposal before and after Court approval.

5. *The Superintendent's Levy is applicable to payments made to, Preferred and Unsecured Creditors and is calculated as 5% of each payment.*

CREDITORS' MEETING/VOTING PROCEDURE AND CLASSES OF CREDITORS

Creditors' Meeting/Voting Procedure

41. The primary purpose of the Creditors' Meeting is to permit Creditors to consider the acceptance or rejection of the Proposal. For the Proposal to be accepted, at least two-thirds (66.67%) of creditors by dollar value, and more than 50% of creditors by number, must vote in favour of the Proposal at the meeting either in person, by proxy or by mailing a voting letter to the Proposal Trustee in advance of the meeting. Only Creditors who actually vote are counted for the purpose of determining whether the necessary thresholds have been reached. Creditors related to Tecna may not vote for the Proposal.
42. **To be eligible to vote on the Proposal, Creditors must have filed with the Proposal Trustee, before the meeting, an unsecured proof of claim form, as applicable, signed and witnessed as required and accompanied by a statement of account or affidavit in support of the claim. Those Creditors who do not intend to have a personal representative at the meeting, to be held on December 15, 2021, may complete and submit the voting letter which is enclosed in the creditor package prior to the meeting indicating their vote for or against the acceptance of the Proposal. The Proposal Trustee has also enclosed a form of proxy should a Creditor wish to appoint a proxy to represent them at the meeting. If the Proposal is not accepted by the required majorities of unsecured creditors, the Company will be deemed bankrupt.**
43. If the Proposal is accepted by the required statutory majorities referenced above, the Proposal Trustee will then make an application to the Court for approval of the Proposal. If the Court provides such approval ("**Approval Order**"), the Proposal will be binding on all Creditors and such Creditors, and their respective heirs, executors, administrators, successors and assigns, shall have no further Claim against the Company other than for the distributions provided in the Proposal.

Class of Creditors

44. For purposes of considering, and voting on, the Proposal, and receiving a distribution pursuant to the Proposal, the Creditors are grouped into one class.

45. The Proposal does not compromise or otherwise affect certain creditor claims, specifically:
- i) claims for goods and/or services delivered to the Company on or after the Date of Filing, November 25, 2021, including Administrative Fees and Expenses;
 - ii) Crown Claims; and
 - iii) Proven Claims of Preferred Creditors (to the extent of their priority), if any, payable in priority to all claims of Unsecured Creditors in accordance with the scheme of distribution set forth in the BIA.
46. Distributions to Creditors will be made as described in the "Distribution" section of this Report.

ALTERNATIVES TO THE PROPOSAL

47. At the Creditors' Meeting, the Creditors are being asked by the Proposal Trustee to choose between two alternatives, namely accepting the Proposal, or rejecting the Proposal, which would result in the Company being deemed bankrupt.
48. For the reasons described above, the Proposal Trustee is of the view that the Proposal Scenario will produce a more favourable and certain result for the Creditors of Tecna than would a liquidation in a bankruptcy.

CONDUCT OF TECNA

Preference Transactions and Transfers at Undervalue

49. The Proposal contemplates that Sections 95-101 of the BIA shall not apply in connection with this Proposal and, as a result, the Proposal Trustee shall have no responsibility, liability or authority whatsoever in connection herewith. Accordingly, the Proposal Trustee has not undertaken a detailed review for possible preference transactions or transfers at undervalue.
50. If the Company was to become bankrupt, and either preference transactions or transfers at undervalue did exist, it is possible that some of these transactions could be found to be void through Court proceedings. The Proposal Trustee is not aware of any such transactions existing.

Conduct Post-Filing

51. Pursuant to Section 50(10) of the BIA, the Proposal Trustee is required to monitor the affairs of the Company until the Proposal is approved by the Court.
52. Tecna is working diligently to complete the Proposal. Tecna continues to operate its business and meeting its liquidity needs in order to be able to successfully implement the Proposal.

CREDITORS' CLAIMS

53. To date, there are no provable Unsecured claims in the Proposal.

PREVIOUS BUSINESS DEALINGS WITH TECNA

54. The Proposal Trustee has not had any business dealings with Tecna prior to its appointment as Proposal Trustee and is not in a conflict of interest.

SUMMARY COMMENTS/RECOMMENDATION

55. For the reasons set out in this Report, it is the Proposal Trustee's opinion that:
- i) the Proposal will allow for a greater recovery to the Unsecured Creditors of the Company than they would receive in a liquidation of the Company's assets in a bankruptcy proceeding; and
 - ii) acceptance of the Proposal is in the best interest of the Creditors. If the Proposal is rejected by the Creditors, the Company will be deemed automatically bankrupt and it is uncertain what the actual realizable values of the assets will ultimately be in a bankruptcy. Accordingly, the Proposal Trustee recommends that the Creditors vote in favour of the Proposal.

Yours very truly,

DODICK LANDAU INC.

Trustee *re* the Proposal of Tecna Construction Ltd.
and not in its personal or corporate capacity.

Per:



Rahn Dodick, CPA, CA, CIRP, LIT

APPENDIX "A"

Texas Construction Ltd
 Weekly Cash Flow Forecast
 For the period from November 20, 2021 to February 16, 2022

Week Ending	03-Dec-21	10-Dec-21	17-Dec-21	24-Dec-21	31-Dec-21	07-Jan-22	14-Jan-22	21-Jan-22	28-Jan-22	04-Feb-22	11-Feb-22	18-Feb-22	TOTAL
Receipts	6,000	8,000	8,000	8,000	6,000	10,000	10,000	6,000	6,000	6,000	6,000	6,000	41,000
Disbursements													
Direct Costs			500				500					500	1,500
Payroll	1,000	1,850		2,750	1,000	850	1,000	2,800	1,800	500			20,450
GA Expenses	200			510	50	150		150	50	2,150			3,450
Professional Fees													
Total Disbursements	2,000	3,850	500	3,100	1,850	1,000	1,100	2,950	1,850	2,650	500	1,050	23,400
Net Cash Flow	4,000	4,150	7,500	4,900	4,150	9,000	8,900	3,050	4,150	3,350	500	4,950	17,600
Bank Balances													
Operating Bank Balance	105	6,365	4,105	7,885	4,535	8,485	7,485	14,185	11,285	15,385	12,335	11,435	108
Adv. Net Cash Flow	6,000	7,000	7,500	7,500	4,150	1,000	6,500	12,950	4,150	3,050	1,000	4,950	26,600
Checking Bank Balance	6,105	4,365	215	2,885	4,515	7,485	14,185	12,215	15,385	12,335	11,435	16,725	16,785

This statement of forecast cash flow of Texas Construction Limited is prepared in accordance with section 90.4 (3) of the Bankruptcy and Insolvency Act and should be read in conjunction with the accompanying notes and Trustee's report on cash flow statement dated this 23rd day of November, 2021.

Dedick Landon Inc.
 Per:  Paul Engle, President

Texas Construction Ltd
 Per:  Paul Engle, President

Tecna Construction Limited (“Tecna” or the “Company”)
Major Assumptions
Cash Flow Forecast
For the Period November 20, 2021 to February 18, 2022 (the “Period”)

1. Tecna’s financial projections have been prepared for the purpose of meeting the requirements of the Bankruptcy and Insolvency Act. The Projection is based on the hypotheses that Tecna will continue operations in the normal course and will generate sufficient cash flow to meet its ongoing operational needs.

Receipts:

2. Tecna’s forecasted receipts are based on collections of contract installments from its current contract to complete the frame on two townhomes. The cash flow forecast assumes that the Company will be able to collect installments based on existing payment terms.

Disbursements:

3. Direct costs represents the cost of nails. The lumber is provided by the general contractor and is not a Company cost.
4. Payroll includes amounts for three hourly employees including the owner and are forecast based on expected number of hours to be worked in the Period. One of the employees is not expected to work over the winter and accordingly their last pay is forecast for the first week of January 2021. Other payroll costs include estimated source deduction remittances in the Period.
5. General and administrative expense include general office expenses, gas, a holiday bonus for employees and a quarterly HST installment due at the end of January.
6. A retainer was received by the Proposal Trustee from a third-party which is expected to be sufficient for the Period. Legal fees are expected to be paid following Court approval from proposal payments.
7. The opening cash balance as of November 19, 2021 is \$186.

STATEMENT OF AFFAIRS

District of:
 Division No. -
 Court No.
 Estate No.

Original Amended

-- Form 78 --
 Statement of Affairs (Business Proposal) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)
 In the Matter of the Proposal of
 Tecna Construction Ltd.
 of the city of Toronto, in the Province of Ontario

To the debtor:


You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 19th day of November 2021. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A"	1. Inventory
128,525.73	0.00
Balance of secured claims as per list "B"	2. Trade fixtures, etc.
0.00	0.00
Total unsecured creditors	3. Accounts receivable and other receivables, as per list "E"
128,525.73	Good
2. Secured creditors as per list "B"	0.00
0.00	Doubtful
3. Preferred creditors as per list "C"	0.00
0.00	Bad
4. Contingent, trust claims or other liabilities as per list "D"	0.00
estimated to be reclaimable for	Estimated to produce
0.00	0.00
Total liabilities	4. Bills of exchange, promissory note, etc., as per list "F" ...
128,525.73	0.00
Surplus	5. Deposits in financial institutions
NIL	0.00
	6. Cash
	0.00
	7. Livestock
	0.00
	8. Machinery, equipment and plant
	0.00
	9. Real property or immovable as per list "G"
	0.00
	10. Furniture
	0.00
	11. RRSPs, RRIIFs, life insurance, etc.
	0.00
	12. Securities (shares, bonds, debentures, etc.)
	0.00
	13. Interests under wills
	0.00
	14. Vehicles
	0.00
	15. Other property, as per list "H"
	3,000.00
	If debtor is a corporation, add:
	Amount of subscribed capital
	0.00
	Amount paid on capital
	0.00
	Balance subscribed and unpaid
	0.00
	Estimated to produce
	0.00
	Total assets
	3,000.00
	Deficiency
	125,525.73

I, Raul Espin, of the city of Vaughan in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 19th day of November 2021 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
 before me at the city of Toronto in the Province of Ontario, on this 19th day of November 2021.


 Rahn Dodick, Commissioner of Oaths
 For the Province of Ontario
 Expires July 20, 2023


 Raul Espin

**Rahn Dodick, a Commissioner, etc.
 Province of Ontario, for Dodick
 Landau Inc. and Dodick Landau
 Partnership, Expires July 20, 2023**

District of:
Division No. -
Court No.
Estate No.

FORM 78 -- Continued

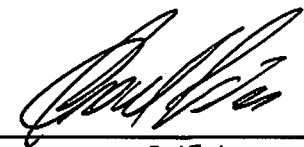
List "A"
Unsecured Creditors

Tecna Construction Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	BMO Bank of Montreal (formerly MBanx) c/o BankruptcyHighway.com 5112420001771298	PO Box 57100 Etobicoke ON M8Y 3Y2	60,000.00	0.00	60,000.00
2	CRA - Tax - Ontario 891158404RC0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	46,004.19	0.00	46,004.19
3	CRA - Tax - Ontario 891158404RP0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	1,518.62	0.00	1,518.62
4	CRA - Tax - Ontario 891158404RT0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	21,002.92	0.00	21,002.92
Total:			128,525.73	0.00	128,525.73

19-Nov-2021

Date



Raul Espin

District of:
Division No. -
Court No.
Estate No.

FORM 78 – Continued

List "B"
Secured Creditors

Tecna Construction Ltd.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
			Total:			0.00	0.00	0.00

19-Nov-2021

Date



Raul Espin

District of:
Division No. -
Court No.
Estate No.

FORM 78 -- Continued

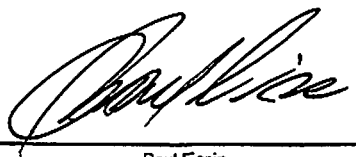
List "C"
Preferred Creditors for Wages, Rent, etc.

Tecna Construction Ltd.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
Total:					0.00	0.00	0.00

19-Nov-2021

Date



Raul Espin

District of:
Division No. -
Court No.
Estate No.

FORM 78 -- Continued

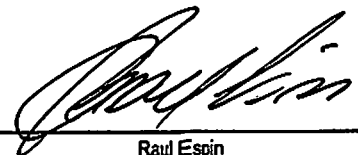
List "D"
Contingent or Other Liabilities

Tecna Construction Ltd.

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
Total:			0.00	0.00		

19-Nov-2021

Date



Raul Espin

District of:
Division No. -
Court No.
Estate No.

FORM 78 -- Continued

List "E"
Debts Due to the Debtor
Tecna Construction Ltd.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
				0.00				
			Total:	0.00			0.00	
				0.00				

19-Nov-2021

Date



Raul Espin

District of:
Division No. -
Court No.
Estate No.

FORM 78 -- Continued

List "F"

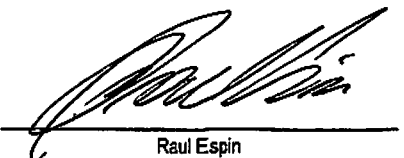
Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

Tecna Construction Ltd.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

19-Nov-2021

Date



Raul Espin

District of:
Division No. -
Court No.
Estate No.

FORM 78 -- Continued

List "G"
Real Property or Immovables Owned by Debtor
Tecna Construction Ltd.

Description of property	Nature of debtor interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Total:			0.00		0.00

19-Nov-2021

Date



Raul Espin

District of:
Division No. -
Court No.
Estate No.

FORM 78 -- Concluded

List "H"
Property

Tecna Construction Ltd.

FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
(m) Other		Tools of Trade	0.00	3,000.00
			Total:	3,000.00

19-Nov-2021

Date


Raul Espin

Court No.

File No.

In the Matter of the Proposal of
Tecna Construction Ltd.
of the city of Toronto, in the Province of Ontario

Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)

Dodick Landau Inc. - Licensed Insolvency Trustee

4646 Dufferin St., Suite 6
Toronto ON M3H 5S4
Phone: (416) 736-4357 Fax: (416) 649-7725

PROOF OF CLAIM WITH INSTRUCTIONS

DODICK LANDAU

PROOF OF CLAIM FORM 31

IN THE MATTER OF THE PROPOSAL OF **Tecna Construction Ltd.** (referred to in this form as "the debtor")
and the claim of _____ (referred to in this form as "the creditor")

All notices or correspondence regarding this claim to be forwarded to the creditor at the following address:

Telephone : _____ Fax : _____ Email : _____

I, _____ residing in the _____
(name of person signing claim) (city, town, etc.)
of _____ in the Province of _____
(name of city, town, etc.)

Do hereby certify that:

If an officer of the company, state position or title

1. I am the creditor or I am _____ of the creditor.
(state position or title)

The attached statement of account must include invoices or other evidence in support of the claim

2. I have knowledge of all the circumstances connected with the claim referred to in this form.

3. The debtor was, at the date of the Proposal, namely the **November 25, 2021** and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account attached hereto and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled.

Check and complete appropriate category.

4. A Unsecured claim of \$ _____
In respect to the said debt, I do not hold any assets of the debtor as security and

Check appropriate description and attach a separate sheet to detail and support priority claim, if applicable.

(i) I do not claim a right to a priority
or
(ii) I do claim a right to a priority under section 136 of the Bankruptcy and Insolvency Act (the "Act").

Give full particulars of the claim, including the calculations upon which the claim is based.

B Claim of landlord for disclaimer of a lease of \$ _____
That I hereby makes a claim under subsection 65.2(4) of the Act, particulars of which are as follows: _____

Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.

C Secured claim of \$ _____
In respect of the said debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows: _____

Attach a copy of sales agreement and delivery receipts.

D Claim by farmer, fisherman, or aquaculturist of \$ _____
That I hereby makes a claim under subsection 81.2(1) of the Act for the unpaid amount \$ _____

Check and complete appropriate category.

E Claim by Wage Earner of \$ _____

Check appropriate description.

(i) That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____
(ii) That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____

**PROOF OF CLAIM
FORM 31
PAGE TWO**

To be filed when a proposal provides for the compromise of claims against directors.

F Claim against Director of \$ _____
That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows: _____

Give full particulars of the claim, including the calculations upon which the claim is based.

G Claim of a Customer of a Bankrupt Securities Firm of \$ _____
That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

Strike out "is" or "is not".

5. To the best of my knowledge, the creditor **is / is not** related to the debtor within the meaning of section 4 of the Act.

Attach a separate schedule if necessary.

6. The following are the payments that the creditor has received from and the credits that the creditor has allowed to the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act, within the twelve months) immediately before the date of the initial bankruptcy event (June 30, 2021) within the meaning of section 2 of the Act.
_____, _____,
_____, _____.

Dated at _____, this _____ day of _____, 20____

Must be signed and witnessed

Witness

(Signature of individual completing this form)

Print Name: _____

Print Name: _____

Notes: All references to "the Act" refer to the Bankruptcy and Insolvency Act. 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.

If an affidavit or solemn declaration is attached, it must have been made before a person qualified to take affidavits or solemn declarations.

Warning: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor. Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

Instructions for completing proof of claim forms

Every creditor who does not prove his claim is not entitled to share in any distribution. Claims not completed correctly in every respect will be returned. As well, in order to vote at a meeting of creditors, a properly completed Proof of Claim must be returned to the Trustee's office before the time of the meeting.

In completing the attached form, your attention is directed to the marginal notes on the form and to the following requirements:

Proof of Claim:

1. The form must be completed by an individual and not by a corporation. If you are acting for a corporation or other person, you must state the capacity in which you are acting, such as, "Credit Manager", "Treasurer", "Authorized Agent", etc.
2. The person signing the form must have knowledge of the circumstances connected with the claim.
3. The debtor's name and date of the bankruptcy must be filled in and a Statement of Account containing details of the claim must be attached and marked "Schedule A". The date at which claims are to be calculated and the correct name of the debtor may be found as well on the Notice sent to the creditor.
4. The nature of the claim must be indicated by placing a check mark at the type of claim which applies, for example:
 - Check mark at A indicates the claim is unsecured and
 - Check mark at A(i) indicates that the creditor is not claiming any priority or
 - Check mark at A(ii) indicates the creditor is claiming preferred status under section 136 of the Act. Details to support the priority claim must be set out on an attached schedule.
 - Check mark at B indicates a claim of landlord for disclaimer of a lease under subsection 65.2(4) of the Act. Details to support this claim must be set out on an attached schedule.
 - Check mark at C indicates the claim is secured and the value at which the creditor assesses the security must be inserted. Details of each item of security held should be attached as a separate schedule and submitted with a copy of the chattel mortgage, conditional sales contract, security agreement, etc.
 - Check mark at D indicates that the creditor is a farmer, fisherman or aquaculturist who supplied goods within 15 days prior to the date of receivership or bankruptcy and has not yet been paid for those goods.
 - Check mark at E indicates that the creditor is a wage earner under subsection 81.3(8) or 81.4(8) of the Act. Details to support this claim must be set out on an attached schedule.
 - Check mark at F indicates the claim is against a director under subsection 50(13) of the Act. It is applicable only in the case of a proposal which provides for the compromise of claims against directors. Details to support this claim must be set out on an attached schedule.
 - Check mark at G indicates the claim is of a Customer of a Bankrupt Securities Firm, who is a customer for net equity as contemplated by section 262 of the Act. Details to support this claim must be set out on an attached schedule.
5. The person signing the form must indicate (by striking out "is" or "is not") whether the creditor and the debtor are related. Section 4 of the Act defines persons related to a debtor. If the creditor is related by blood or marriage to the debtor, the creditor should consider itself to be a related person. If the debtor is a corporation, a creditor would be related if it was controlled by the same shareholders as the debtor.
6. The person signing the form must provide full details of all payments and credits received from or allowed to the debtor during the period indicated. Leaving a blank will indicate that there were no such payments and credits.
7. The person signing the form must insert the place and date and the signature must be witnessed. If an affidavit is attached, it must have been made before a person qualified to take affidavits.

General Proxy:

If it is desired to appoint a proxy, the proxy form must be completed and signed by the creditor; if the creditor is a corporation, the proxy form must be signed in the corporate name (not necessarily by the individual signing the proof of claim form) and the proxy must be witnessed.

If there are any questions in completing the proof of claim, please write, email or telephone the office of the trustee:

Dodick Landau Inc.
6 – 4646 Dufferin Street
Toronto, ON M3H 5S4
Telephone: 416-645-0542
Fax: 416-649-7725
Email: brenda.mcknight@dodick.ca

PROXY

District of: Ontario
Division No. 09 – Toronto
Court No. 31-2785327
Estate No. 31-2785327

FORM 36
PROXY
(Paragraph 102(2) and paragraphs 51(1)(e) of the Act)

In the Matter of the Proposal of
Tecna Construction Ltd.
of the City of Toronto, in the Province of Ontario

I, _____, creditor (or I, _____, representative of
_____, (creditor) of _____ (name of city),
appoint _____ of _____ to be my
proxyholder in the above matters, except as to the receipt of dividends, _____ (with or without)
power to appoint another proxyholder in his or her place.

DATED at _____ this _____ day of _____, _____.

Witness

Individual Creditor

Witness

Signature of Corporate Creditor

Per:

Name and Title of Signing Officer

Return to:
Dodick Landau Inc. – Licensed Insolvency Trustee
4646 Dufferin Street, Suite 6
Toronto, ON M3H 5S4
Phone: (416) 645-0542 Fax: (416) 649-7725
Email: brenda.mcknight@dodick.ca

PLEASE NOTE:

All Corporations MUST appoint an individual to act on its behalf if the Corporation wishes to log a vote in the Proposal.

VOTING LETTER

District of: Ontario
Division No. 09 – Toronto
Court No. 31-2785327
Estate No. 31-2785327

FORM 37
Voting Letter
(Paragraph 51(1)(f) of the Act)

In the Matter of the Proposal of
Tecna Construction Ltd.
of the City of Toronto, in the Province of Ontario

I, _____, creditor (or I, _____, representative
of _____, (creditor) of _____, a creditor in the above matter
for the sum of \$ _____, hereby request the trustee acting with respect to the proposal of
Tecna Construction Ltd., to record my vote _____ (for or against) the acceptance of the
Proposal as made on the _____ day of _____, 20_____.

DATED at _____ this _____ day of _____, 2021.

Witness

Witness

Individual Creditor

Signature of Corporate Creditor

Per:

Name and Title of Signing Officer

Return to:
Dodick Landau Inc. – Licensed Insolvency Trustee
4646 Dufferin Street, Suite 6
Toronto, ON M3H 5S4
Phone: (416) 645-0542 Fax: (416) 649-7725
Email: brenda.mcknight@dodick.ca

APPENDIX “B”

District of: Ontario
Division No. 09 – Toronto
Court No. 31-2785327
Estate No. 31-2785327

CREDITOR PACKAGE

TECNA CONSTRUCTION LTD. of the city of Toronto in the Province of Ontario

**Dodick Landau Inc.
6-4646 Dufferin Street
Toronto, ON M3H 5S4**

District of: Ontario
Division No. 09 – Toronto
Court No. 31-2785327
Estate No. 31-2785327

TABLE OF CONTENTS

TECNA CONSTRUCTION LTD.

Included in this package:

- 1. Letter to Creditors**
- 2. Helpful Hints/Filing a Claim/Voting/Proxies**
- 3. Notice of Proposal**
- 4. Proposal**
- 5. Report on Proposal**
- 6. Statement of Affairs**
- 7. Proof of Claim with instructions**
- 8. Proxy**
- 9. Voting Letter/Election form**

LETTER TO CREDITORS

THE UNIVERSITY OF CHICAGO
LIBRARY

DODICK LANDAU

December 20, 2021.

CREDITOR PACKAGE

To the Creditors of Tecna Construction Ltd., (“Tecna” or the “Company”)

Please be advised that on November 25, 2021, Dodick Landau Inc., in its capacity as Proposal Trustee (the “**Proposal Trustee**”) of the Estate of Tecna Construction Ltd. filed with the Official Receiver a proposal in the name, and on behalf, of Tecna Construction Ltd. (the “**Proposal**”).

The reason you are receiving this letter and the enclosed creditor information (“**Creditor Package**”) is because Tecna advised the Proposal Trustee that you are a creditor of Tecna and may be eligible to vote in the Proposal. The purpose of the Creditor Package is to provide you with the information you require to evaluate, and vote on, the Proposal.

Enclosed in this Creditor Package are the following Proposal documents:

- 1) Notice of Proposal to Creditors;
- 2) Proposal;
- 3) Trustee’s Report on Proposal;
- 4) Statement of Affairs;
- 5) Proof of Claim form with instructions;
- 6) Proxy;
- 7) Voting Letter

A Meeting of the Creditors to consider the Proposal was held on December 15, 2021 at 11:00 a.m. There was no quorum. **As a result, the Proposal Trustee will hold a Second Meeting of Creditors. This Second Meeting of Creditors will be held by Zoom videoconference on the 3rd day of February, 2022 at 11:00 a.m. The Zoom link is as follows:**

<https://us06web.zoom.us/j/82113735593?pwd=TXROTC9pZ0hlcXowVIZ6Q3ZYN3FQUT09>

In order to be eligible to attend and vote at the meeting of creditors, creditors must have filed with the Proposal Trustee before the meeting, a proof of claim form signed and witnessed as required and accompanied by a statement of account. Those Creditors who do not intend to have a personal representative at the meeting held on February 3, 2022, may complete and submit the voting letter which is enclosed in this Creditor Package prior to the meeting indicating their vote for or against the acceptance of the Proposal. The Trustee has also enclosed a form of proxy should a Creditor wish to appoint a proxy to represent them at the meeting. Additional details relating to the filing of claims prior to the meeting of creditors are outlined throughout this Creditors Package.

DODICK LANDAU

Please read the Helpful Hints, Voting and General Proxy information following this letter for details on how to file your claim and vote on the Proposal. In the Proof of Claim section of this package you will also find an information sheet detailing how to complete your Proof of Claim and what must be returned with it. Please utilize this information.

Completed proofs of claim, and other documents may be returned to the Proposal Trustee to the attention of Brenda McKnight by fax (416-649-7725) or electronic mail (brenda.mcknight@dodick.ca). Should you need further assistance, you may contact our office by telephone at 416-645-0542.

Properly completed Proofs of Claims not received at the Proposal Trustee's office prior to the start of the February 3, 2022 meeting will result in that creditor not being able to vote at the meeting on the Proposal. We encourage all creditors who wish to vote at the meeting to send to the Proposal Trustee's office their completed proof of claim as soon as possible. We also encourage creditors to vote by voting letter in advance as well if they are able.

Please refer to the Trustee's Report on the Proposal. Please note that the Proposal Trustee is recommending that creditors vote in favour of the Proposal for the reasons as noted in the report.

To access further information pertaining to the Tecna proceedings, including an electronic copy of the Creditor Package, and link to the February 3, 2022 meeting, please visit the Trustee's website (<http://dodick.ca/public-documents/>).

DODICK LANDAU INC.,
Proposal Trustee of the estate of Tecna Construction Ltd.
and not in its personal or
corporate capacity.

Per:



Rahn Dodick, CPA, CA, CIRP, LIT
President

**HELPFUL HINTS
FILING A CLAIM
VOTING
PROXIES**

DODICK LANDAU

Helpful Hints

- You are receiving this Creditor Package as Tecna Construction Ltd. has informed the Proposal Trustee that you are one of their creditors.
- Please note that a Meeting of Creditors will be held on **December 15, 2021 at 11:00 a.m.** via Zoom. The Zoom link is noted on the cover page of the Creditor Package letter, or contact Brenda McKnight for the link.
- To participate in the Proposal, all creditors **MUST** file a Proof of Claim form and submit it to the Proposal Trustee in advance of the Meeting of Creditors. The Proof of Claim and the instruction sheet can be found close to the end of the Creditor Package.
- Please remember that your claim must include a Schedule "A" which is proof of the amount that you are claiming. This should be invoices of the amount owing to you or similar documentation. .
- You can submit your claim by email, mail or by fax. If you use the fax, please be sure to direct your fax to Dodick Landau Inc. In order to be eligible to vote at the Meeting, the Proof of Claim with supporting documents **MUST** arrive at the office of the Proposal Trustee in advance of the Meeting
- Please read the Proposal document and the Report on the Proposal written by the Proposal Trustee in order to understand the Proposal and the voting at the meeting.

Voting

- The Meeting of Creditors will be held using Zoom videoconferencing. As carrying out a vote by videoconference can at times be challenging, we are encouraging all creditors to vote by voting letter in advance of the Meeting. In order to vote in advance of the Meeting, the voting letter (form is at the back of the creditor package) with your completed Proof of Claim and proxy (if applicable) must be submitted to the Proposal Trustee's office in advance of the Meeting of Creditors. **Please note that all corporations voting on the proposal must appoint a proxy to vote on behalf of the corporation.**

General Proxy:

- If you are representing a corporation, you must have a proxy from the corporation to act on its behalf and vote at the Meeting, whether you vote in advance by voting letter or in person at the Meeting.
- If you are an individual, you may wish to have someone else represent you at the Meeting of Creditors. You must give that individual a signed proxy form. We must receive the proxy form in advance of the Meeting of Creditors.
- The Proposal Trustee must receive the proxy form in advance of the Meeting.

If there are any questions in completing the proof of claim, please write, email or telephone the office of the trustee:

Dodick Landau Inc.
6 – 4646 Dufferin Street
Toronto, ON M3H 5S4
Telephone: 416-645-0542
Fax: 416-649-7725
Email: brenda.mcknight@dodick.ca

NOTICE OF PROPOSAL

District of: Ontario
Division No. 09-Toronto
Court No. 31-2785327
Estate No. 31-2785327

FORM 92
Notice of Proposal to Creditors

In the matter of the Proposal of
Tecna Construction Ltd.
of the City of Toronto, in the Province of Ontario

NOTICE OF SECOND MEETING OF CREDITORS

Take notice that Tecna Construction Ltd. of the City of Toronto in the Province of Ontario has lodged with me a proposal under the *Bankruptcy and Insolvency Act*.

A copy of the proposal, a condensed statement of the debtor's assets, and liabilities, and a list of the creditors affected by the proposal and whose claims amount to \$250 or more are enclosed.

A second general meeting of the creditors will be held on the 3rd day of February, 2022 at 11:00 a.m. to be held by Zoom videoconferencing at:

<https://us06web.zoom.us/j/82113735593?pwd=TXROTC9pZ0hIbXowVIZ6Q3ZYN3FQUT09>

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Proofs of claim must be lodged with me prior to the commencement of the meeting.

Proxies and voting letters intended to be used at the meeting may be filed at any time up until the moment a vote is called.

Dodick Landau Inc. – Licensed Insolvency Trustee
Per:



Rahn Dodick – Licensed Insolvency Trustee
4646 Dufferin St., Suite 6
Toronto, ON M3H 5S4
Phone: (416) 645-0542 Fax: (416) 649-7725

PROPOSAL

District of Ontario
Division No.: 09 – Toronto
Estate No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE PROPOSAL OF TECNA CONSTRUCTION LTD.
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

**PROPOSAL
(November 19, 2021)**

Tecna Construction Ltd. hereby submits the following Proposal under Part III of the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*.

**PART I
INTERPRETATION**

Definitions

1. In this Proposal:
 - (a) “Act” means the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*, as amended.
 - (b) “Administrative Fees and Expenses” means the fees and expenses of the Trustee incidental to the NOI and the preparation and facilitation of the Proposal and any amendments thereto, including, without limitation, fees incurred by the Trustee in the administration of the Funded Proposal Payments, and the legal fees and expenses incurred by the Trustee and the Debtor before and following execution, acceptance and approval of this Proposal and in connection with the NOI and the preparation of this Proposal, as well as advice to the Debtor in connection therewith;
 - (c) “Affected Creditors” means those Creditors of the Company forming Class 1, as defined in Part III of this Proposal;
 - (d) “Approval Order” means an order of the Court approving this Proposal, to be granted pursuant to the provisions of the Act, the appeal period having

expired, and no appeal having been filed or any appeal therefrom having been dismissed and such dismissal having become final;

- (e) "Bankruptcy Reserve" means a reserve amount of \$15,000 to be held by the Trustee as security for the administrative costs of the bankruptcy of the Company, in the event that this Proposal is annulled, and the Company becomes bankrupt;
- (f) "Business Day" means a day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario;
- (g) "Certificate of Full Performance" means the certificate that the Trustee issues to the Company and to the Official Receiver pursuant to Section 65.3 of the Act;
- (h) "Claim" means any right of any Person with indebtedness, liability or obligation of any kind against the Company which indebtedness, liability or obligation is in existence at the Date of Filing, whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by surety or otherwise and whether or not such a right is executory in nature including, without limitation, the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause, chose in action, whether existing at present or commenced in the future based in whole or in part on facts which exist prior to or at the time of Date of Filing;
- (i) "Company" means Tecna Construction Ltd.;
- (j) "Court" means the Ontario Superior Court of Justice (In Bankruptcy and Insolvency);
- (k) "Court Approval Date" means the date on which the Approval Order is issued;
- (l) "Creditors" means any Person having a Claim;
- (m) "Creditors Meeting" means the meeting of the Affected Creditors called for the purpose of considering and voting upon this Proposal;
- (n) "Crown Claims" means Claims of Her Majesty in right of Canada or any province of all amounts of a kind contemplated by section 60(1.1) of the Act;
- (o) "Date of Filing" means November 19, 2021, the date on which the Company filed the Proposal;

- (p) "Employee Preferred Claim" means a Claim by a current or former employee of the Company, or such portion of such Claim, that would be payable in priority under Subsection 136(1) of the Act;
- (q) "Effective Date" means 10 calendar days from the date of the Approval Order, unless the Approval Order is appealed, in which case the Effective Date means the later of: (i) one Business Day after the full and final determination of the appeal; and (ii) the expiry of any further appeal periods;
- (r) "Event of Default" has the meaning given to it in Part VIII of this Proposal;
- (s) "Funded Proposal Payments" shall mean funds which will be advanced to the Trustee for distribution, as set out and defined in Paragraph 16 hereof;
- (t) "Inspectors" means the inspectors appointed pursuant to Part X of this Proposal;
- (u) "Levy" means the levy imposed by the Superintendent of Bankruptcy under the Act;
- (v) "Maturity Date" means the date on which all payments to the Creditors have been made and the Certificate of Full Performance has been issued by the Trustee to the Company, provided that no Event of Default has occurred that has not been cured or waived;
- (w) "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;
- (x) "Post-Filing Crown Claims" means all Crown Claims that became due or shall become due on or after the Date of Filing;
- (y) "Post-Filing Goods and Services" means the goods supplied, services rendered, and other consideration given or provided to the Company on or after the Date of Filing;
- (z) "Pre-Filing Crown Claims" means all Crown Claims that were outstanding as at the Date of Filing;
- (aa) "Preferred Claim" means any claim that is afforded priority under Section 136(1) of the Act;
- (bb) "Preferred Creditor" means any Unsecured Creditor holding a Preferred Claim, solely in respect to that Preferred Claim;

- (cc) “Proposal” means this proposal dated November 19, 2021, together with any amendments or additions thereto;
- (dd) “Proposal Period” means the period between the Court Approval Date and the Maturity Date;
- (ee) “Proven” as used in relation to any Claim means such Claim as finally accepted or determined by the Trustee in accordance with the provisions of the Act and this Proposal, subject to the Creditor’s right of appeal to Court, the Court’s determination of that Claim or any applicable appeal periods having expired and no appeal having been made;
- (ff) “Secured Claim” means any Claim by a Secured Creditor, excluding the Crown Claims;
- (gg) “Secured Creditor” means a Person holding a mortgage, hypothec, pledge, charge, lien or privilege on or against the property of the Company or any part thereof as security for a Claim, but excludes the Canada Revenue Agency to the extent of its Crown Claims;
- (hh) “Trustee” means Dodick Landau Inc., solely in its capacity as proposal trustee of the Company;
- (ii) “Unsecured Claim” means the value of any Proven Claim in respect of which no Security is held; and
- (jj) “Unsecured Creditors” means those Persons with Claims in respect of which no security is held, and which is not afforded priority under Section 136(1) of the Act.

Headings

2. The division of this Proposal into parts, paragraphs and subparagraphs, and the insertion of headings herein, is for convenience of reference only and is not to affect the construction or interpretation of this Proposal.

Number, etc.

3. In this Proposal, where the context requires, a word importing the singular includes the plural and vice versa, and a word importing gender includes the masculine, feminine and neuter genders.

Date for Action

4. If 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.

Accounting Principles

5. Accounting terms not otherwise defined in this Proposal have the meanings assigned to them in accordance with generally accepted Canadian accounting principles.

PART II PURPOSE AND EFFECT OF THIS PROPOSAL

Purpose of Proposal

6. The purpose of this Proposal is to effect a restructuring of the indebtedness of the Company in the manner contemplated herein and as permitted by the Act in the expectation that all Creditors will derive a greater benefit from the restructuring and the continued operation of the business and affairs of the Company than would result from a bankruptcy of the Company.

Effect of Proposal

7. During the Proposal Period, and provided that an Event of Default has not occurred and is continuing hereunder, all Creditors will be stayed from commencing or continuing any proceeding or remedy against the Corporation or any of its property or assets in respect of a Claim including, without limitation, any proceeding or remedy to recover payment of any monies, to recover or enforce any judgment against the Company in respect of a Claim or to commence any formal proceedings against it other than as provided for under this Proposal.
8. Upon implementation of all elements of this Proposal, and the filing of the Certificate of Full Performance by the Trustee, all Claims against the Company and its directors shall be fully, finally and completely satisfied.

PART III CLASSIFICATION OF CREDITORS

9. For the purpose of this Proposal, the Creditors of the Company shall be comprised of single class, consisting of Creditors having Proven Preferred Claims and Unsecured Claims ("Class I"), which, for greater certainty, shall include Preferred Creditors entitled to vote pursuant to the Act and claims of Her Majesty in right of Canada and any province for all amounts other than Crown Claims.

PART IV SECURED CREDITORS

10. The Company's Secured Creditors, if any, shall be unaffected by this Proposal.

**PART V
TREATMENT OF VARIOUS CLAIMS,
FUNDING OF PROPOSAL AND DISTRIBUTION**

Crown Claims

11. The Company covenants and agrees to, within six months after the Effective Date, pay in full all amounts that were outstanding at the Date of Filing of a kind that could be subject to a demand under: (i) Subsection 224(1.2) of the ITA; (ii) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to s.224(1.2) of the *ITA* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalty or other amounts; or (iii) under any substantially similar provision of provincial legislation, including all amounts contemplated by Section 60(1.1) of the Act. This payment of Crown Claims (if any) will be made in addition to the Funded Proposal Payments.
12. At the Date of Filing, according to the Company, it owe's approximately \$1,500.00 to the Canada Revenue Agency for employee source deductions withheld but not remitted, including related penalties and interest calculated up to the Date of Filing.

Employee Preferred Claims

13. As at the date of the filing of the Proposal, according to the Company, there are no Employee Preferred Claims. All Proven Employee Preferred Claims, if any, shall be paid out of additional funds to be delivered by the Company to the Trustee and shall be remitted by the Trustee to the entitled claimants immediately after the Effective Date.

Preferred Claims (in addition to Employee Preferred Claims)

14. Proven Preferred Claims, other than Employee Preferred Claims (if any), which shall be satisfied pursuant to Paragraph 13 of this Proposal, shall be paid in full, without interest, out of the Funded Proposal Payments, in priority to Proven Unsecured Claims.

Unsecured Claims

15. Proven Unsecured Claims shall be paid out of the Funded Proposal Payments on a *pro rata* basis.

Funding the Proposal

16. The Company's obligation to fund the Funded Proposal Payments shall commence on May 1, 2022. The Company will cause to be paid to the Trustee payments in the form of cash instalments in the aggregate amount of \$6,000.00 every quarter,

for nine quarters, or twenty-seven months, subject to Paragraph 17 of this Proposal (the "Funded Proposal Payments").

17. The Funded Proposal Payments will be made until an amount is paid to the Trustee equal to the lesser of:
 - (i) 45% of the value of the Proven Claims; and
 - (ii) \$54,000.00.

For greater certainty, the amounts set out in this Paragraph 17 shall not include Crown Claims, if any, which Crown Claims will be paid in addition to the payments referred to in this paragraph.

Distributions

Payment of Employee Preferred Claims

18. Immediately following the Effective Date, the Trustee shall issue distributions out of such funds in respect of all Proven Employee Preferred Claims, if any.

Distributions to Unsecured Creditors

19. Interim distributions will be made to Unsecured Creditors with Proven Unsecured Claims when sufficient Funded Proposal Payments have, in the Trustee's discretion, accumulated to warrant an interim distribution. The Trustee may make an interim distribution at any time and frequency as the Trustee deems appropriate in the Trustee's discretion.
20. The Funded Proposal Payments shall be distributed by the Trustee in the following order of priority:
 - (a) first, to the Administrative Fees and Expenses;
 - (b) second, to establish the Bankruptcy Reserve, to be held in trust by the Trustee, which amount shall be used to fund the administrative costs of the bankruptcy of the Company in the event that this Proposal is annulled, and the Company becomes bankrupt, failing which such amount shall be distributed in accordance with Subparagraphs 20(c) and 20(d) of this Proposal;
 - (c) third, to Proven Claims of Preferred Creditors, other than Employee Preferred Claims which will have been satisfied out of additional funds, without interest (if any); and
 - (d) fourth, the balance of the Funded Proposal Payments shall be distributed *pro rata* among all the Unsecured Creditors on account of Proven Unsecured Claims.

Amendments to Agreements

21. Notwithstanding the terms and conditions of all agreements or other arrangements with Creditors entered into before the Date of Filing, provided that no Event of Default has occurred and is continuing hereunder, all such agreements or other arrangements will be deemed to be amended to the extent necessary to give effect to all the terms and conditions of this Proposal. In the event of any conflict or inconsistency between the terms of such agreements or arrangements and the terms of this Proposal, the terms of this Proposal will govern. All Creditors will provide such acknowledgements, agreements, discharges or other documentation as may be necessary to give effect to the intent of this Proposal.

Treatment of Claims

22. For purposes of this Proposal, each Creditor holding a Claim will receive the treatment provided for in this Proposal on account of such Claim.

PART VI POST-FILING OBLIGATIONS

Payment of Post-Filing Goods & Services

23. During the Proposal Period, all Post-Filing Goods and Services shall be paid in full in the ordinary course of business by the Company.

Post-Filing Crown Claims

24. During the Proposal Period, the Company shall remit all Post-Filing Crown Claims as and when due.

Reporting by the Company

25. During the Proposal Period, the Company shall provide to the Trustee every three months commencing on first day of the month following the month in which the Approval Order is issued, a report containing the information set out below:
 - (i) a cash flow statement for the Company's business and affairs for the prior three months; and
 - (ii) evidence of Company's filing and remittance of source deductions and HST.

**PART VII
LEVY, MANDATORY PAYMENTS AND PREFERRED CLAIMS**

Levy

26. The Levy, if applicable, shall be deducted by the Trustee from payments to creditors by the Trustee.

Payment of Fees and Expenses

27. The Administrative Fees and Expenses, on and incidental to the proceedings arising out of the Proposal, or in a bankruptcy, if any, shall be paid in priority to the Crown Claims, the Claims of Preferred Creditors, and the Claims of general Unsecured Creditors. The Trustee will be at liberty to withdraw and pay such Administrative Fees and Expenses at any time and from time-to-time subject to final approval by the Registrar in Bankruptcy upon completion of the Proposal. The Trustee's disbursements will be charged in addition to its fees based on the actual costs incurred and/or as allowed by tariff.

Employee Claims

28. As per Part V of this Proposal, all Proven Employee Preferred Claims will be paid in priority to other Claims as soon as reasonably possible after the Effective Date.

Preferred Claims

29. As per Part V of this Proposal, all Proven Preferred Claims (if any) are to be paid without interest in full priority to all Claims of the Unsecured Creditors including, without limitation, any entitlement of the Unsecured Creditors to the payments to be made under Part V of this Proposal.

**PART VIII
EVENTS OF DEFAULT**

30. The following events will constitute Events of Default for purposes of section 63 of the Act and otherwise under this Proposal:
- (a) the non-payment by the Company of any of its obligations hereunder within thirty (30) days after written notice has been given by the Trustee that such payment is past due; and
 - (b) the breach or failure by the Company to observe and perform any other covenant and provision of this Proposal, other than payment as provided for in Subparagraph 30(a) hereof which is not remedied within thirty (30) days after written notice thereof has been given to the Company by the Trustee.

**PART IX
TRUSTEE**

31. The Trustee is acting solely in its capacity as proposal trustee under the Act and not in its personal capacity and no officer, director, employee or agent of the Trustee shall incur any obligations or liabilities in connection with this Proposal or in connection with the business or liabilities of the Company.
32. Any payments made by the Trustee to Creditors hereunder shall be made by the Trustee net of any levies payable or due under the Act.

**PART X
INSPECTORS**

Appointment of Inspectors

33. At the Creditors Meeting, the Affected Creditors will be entitled to appoint one or more, but not exceeding five (5) Inspectors in total.

Powers of Inspectors

34. The Inspectors, by way of majority, will have the following powers, but will have no personal liability to the Company or other Creditors:
 - (a) the power to extend the dates the Funded Proposal Payments are due under this Proposal;
 - (b) the power to waive any default in the performance of any provision of this Proposal; and
 - (c) the power to advise the Trustee in respect of such matters as may be referred to the Inspectors by the Trustee.

**PART XI
CONDITIONS PRECEDENT**

Creditor Approval

35. The Trustee shall call a meeting of the Affected Creditors of the Company to seek creditor approval for the Proposal in the requisite majority in number and value of the classes, as set out in the Act, of each of the classes of creditors described in this Proposal. The performance of this Proposal by the Company shall be conditional upon approval of the Affected Creditors. If the Affected Creditors do not approve the Proposal, the Trustee shall report on the result of the vote as required under section 57 of the Act and the Company shall be deemed bankrupt.

Court Approval

36. In the event the Proposal is approved by the Affected Creditors the Trustee shall, within five (5) days of such approval, apply to the Court for a hearing to seek the Approval Order. The performance of this Proposal by the Company shall be conditional upon the issuance of the Approval Order. In the event that the Court does not approve the Proposal, the Company shall be deemed bankrupt.

PART XII RELEASES

37. As at 12:01 a.m. the Maturity Date, the Company, shall be released and discharged from any and all Claims. This release shall have no force or effect if the Company becomes bankrupt before the terms of the Proposal are fully performed.
38. As of 12:01 a.m. the Maturity Date, each and every present and former officer and director of the Company shall be released from claims against them that arose before the Date of Filing and that relate to the obligations of the Company where such persons are by law liable in their capacity as directors for the payment of such obligations, provided that nothing herein shall release or discharge any director or officer of the Company from any claims coming within the exceptions set out in section 50(14) of the Act. This release shall have no force or effect if the Company becomes bankrupt before the terms of the Proposal are fully performed.

PART XIII MISCELLANEOUS

Preferential Payments

39. Sections 95 to 101 of the Act shall not apply to any dealings by the Company at any time prior to the Date of Filing unless the Company becomes bankrupt before the terms of the Proposal are fully performed. The releases contemplated in Part XII of this Proposal include releases from all claims, actions, or remedies available to Creditors or others pursuant to Sections 95 to 101 of the Act, provided that nothing herein shall release any director of the Company from any claims coming within the exceptions set out in Section 50(14) of the Act.

Consents, Waivers and Agreements

40. On the Effective Date, all Creditors will be deemed to have consented and agreed to all of the provisions of this Proposal in its entirety. For greater certainty, each such Creditor will be deemed to have waived any default by the Company in any provision, express or implied, in any agreement existing between the Creditor and the Company that has occurred on or prior to the Date of Filing, and to have agreed that, to the extent that there is any conflict between the provisions of any such agreement and the provisions of this Proposal, the provisions of this Proposal take

precedence and priority and the provisions of any such agreement are amended accordingly.

Further Actions

41. The Company and the Creditors will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Proposal and to give effect to the transactions contemplated hereby.

Performance

42. All obligations of the Company under this Proposal will commence as of the Effective Date. All obligations of the Company under this Proposal will be fully performed for the purposes of Section 65.3 of the Act only upon the Company having made the payments to the Trustee provided for herein and a Certificate of Full Performance is issued by the Trustee to the Company and the Office of the Superintendent of Bankruptcy.

Acceleration of Payments

43. Notwithstanding the payment structure set out in Part V of this Proposal, nothing herein prevents or restricts the Company from accelerating any of the Funded Proposal Payments or from satisfying the full amount of the Funded Proposal Payments in advance of the time period contemplated in Part V of this Proposal.

Binding Effect

44. The provisions of this Proposal will be binding on the Creditors and the Company, and their respective heirs, executors, administrators, successors and assigns, upon issuance of the Approval Order after all appeal periods have expired.

PART XIV ANNULMENT OF PROPOSAL

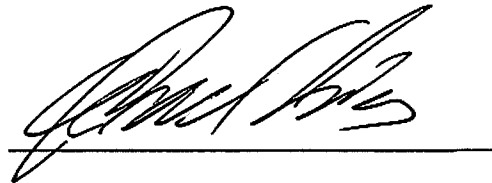
45. If this Proposal is annulled by an order of the Court, all payments on account of Claims made pursuant to the terms of this Proposal will reduce the Claims of Creditors.

**PART XV
AMENDMENTS**

46. The Company may propose amendments to the Proposal at any time prior to the conclusion of the Creditors Meeting provided that any such amendment does not reduce the rights and benefits given to the Creditors pursuant to the Proposal before such amendment and that any and all amendments shall be deemed to be a part of and incorporated into the Proposal.

DATED at the City of Toronto, in the Province of Ontario, as of this 19th day of November 2021.

Per: _____



Name: Mr. Raul Espin

Title: President and Director

REPORT ON PROPOSAL

**IN THE MATTER OF THE PROPOSAL OF
TECNA CONSTRUCTION LTD.
OF THE CITY OF TORONTO
IN THE PROVINCE OF ONTARIO**

REPORT OF TRUSTEE ON PROPOSAL

December 1, 2021

INTRODUCTION

1. On November 25, 2021 ("**Date of Filing**"), pursuant to section 62 of the Bankruptcy and Insolvency Act (the "**BIA**" or the "**Act**"), Tecna Construction Ltd. ("**Tecna**" or the "**Company**") filed with the Official Receiver a proposal (the "**Proposal**") and named Dodick Landau Inc. ("**DLI**") as Proposal Trustee (the "**Proposal Trustee**").
2. The purpose of this report ("**Report**") is to provide information to the creditors of Tecna (the "**Creditors**") to assist in their evaluation of the Proposal.
3. The Proposal has been developed to effect a restructuring of the indebtedness of the Company in the manner contemplated herein and as permitted by the Act in the expectation that all Creditors will derive a greater benefit from the restructuring and the continued operation of the business and affairs of the Company than would result from a bankruptcy of the Company.
4. **A meeting of the Creditors to consider the Proposal will be held by video conference on December 15, 2021 at 11:00 a.m. ("Creditor's Meeting"). Details relating to the filing of claims, and other documents, prior to the meeting of the creditors, are outlined in the Report and will be mailed to each known creditor of Tecna, or their duly appointed representative.**

DISCLAIMER

5. In preparing this Report, the Proposal Trustee has relied upon certain unaudited, draft and/or internal financial information, the Company's books and records, discussions with the Company's management ("**Management**"), Creditors and information from other third-party sources (collectively, the "**Information**"). Except as described in this Report:
- i) the Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook and, accordingly, the Proposal Trustee expresses no opinion or other form of assurance in respect of the Information;
 - ii) some of the information referred to in this Report consists of forecasts and projections. An examination or review of the financial forecast and projections, as outlined in the Canadian Institute of Chartered Accountants handbook, has not been performed; and
 - iii) the Proposal Trustee has prepared this Report in its capacity as a Court appointed officer and has made a copy of this Report available on DLI's website at www.dodick.ca. Parties using this Report, other than for the purpose of evaluating the Proposal, are cautioned that it may not be appropriate for their purposes. DLI will continue to maintain on its website copies of any court orders, reports and other material public filings it considers relevant to this proceeding.
6. Future oriented financial information referred to in this Report was prepared based on Management's estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.
7. The capitalized terms not defined in this report are defined in the Proposal and this Report should only be read in conjunction with the Proposal. While this Report summarizes key aspects of the Proposal, Creditors are advised to carefully read the Proposal in full. Should there be any discrepancy between the summary contained in this Report and the Proposal, the Proposal shall govern.

8. Unless otherwise stated, all monetary amounts contained herein are in Canadian dollars.

BACKGROUND

Operations

9. Tecna is in the business of residential construction and builds the framing on new homes taking on 1-2 contracts at any given time ("**Business**"). Tecna has three employees and has been in operation for eighteen years.

Financial Results

10. Tecna's unaudited financial statements indicate that for fiscal year-ended March 30, 2020 and March 31, 2021, it:
- i) earned net income of \$9,030 and \$24,177, respectively; and
 - ii) had total debt of approximately \$5,618 and \$44,772.

CAUSES OF FINANCIAL DIFFICULTIES

11. Tecna is a small business which is heavily reliant on its owner manager ("**Owner**"). In recent years the Owner's health has significantly deteriorated which has resulted in him reducing his workload and taking on more contractors to work for him. By having to pay employees to do more of the work the jobs have become less profitable.
12. The Company also fell behind on its HST remittances in part due to cash flow difficulties and in part due to filing delays and miscommunications between the Owner and its accountant.
13. As the Company continued to be unable to pay its debts as they were coming due, the Company had no other readily available option but to file a Proposal on the Date of Filing to prevent irreparable harm to its Business.
14. According to the Owner, concurrent with planning its Proposal filing, the Company has undertaken various steps to resolve its financial crisis. These steps include outsourcing its bookkeeping to a new third-party provider to ensure its government remittances are completed in a timely fashion.

Secured and Unsecured Debt

Secured Creditors

15. At the Date of Filing, Management advised that there are no Secured Creditors.

Crown Claims

16. At the Date of Filing, according to the Company it was indebted to CRA for employee source deductions in the amount of approximately \$1,500. As of the date of this Report, the Company is current in remitting post-filing employee source deductions.

Preferred Creditors

17. As of the Date of Filing, there are no known Preferred Creditors' Claims.

Unsecured Creditors

18. According to Management, Tecna's Unsecured Creditors' debt totaled approximately \$128,000 at the Date of Filing. The Unsecured Creditors' indebtedness is owed to two known unsecured creditors and includes indebtedness to CRA for unremitted HST totalling approximately \$68,000.

THE PROPOSAL

Classes

19. For the purpose of this Proposal, the Creditors of the Company are comprised of a single class of Creditors having Proven Preferred Creditor Claims and Unsecured Claims (the "Class 1").
20. For greater certainty, the Creditors entitled to vote in Class 1 consist of Unsecured Creditors (i.e., creditors holding claims without priority under the BIA), Preferred Creditors pursuant to the BIA, and claims of Her Majesty in right of Canada and any province for all amounts other than Crown Priority Claims.

Treatment of Claims

21. Crown Priority Claims are all proven pre-filing claims of CRA, or any province, contemplated by section 60(1.1) of the BIA, consisting of unremitted source deductions. According to the

Proposal, Crown Priority Claims will be paid in full and shall be paid by funds derived from additional funds from the Company's operations ("**Additional Funds**") to the Proposal Trustee within six (6) months of the Court Approval Date and then remitted by the Proposal Trustee to CRA. As described above, there is approximately \$1,500 owing on account of Crown Priority Claims and, according to Management, post Proposal filing source deduction return filings are current.

22. No Secured Creditors, if any, shall be affected by this Proposal.
23. Employee Preferred Claims, if any, shall be paid out of Additional Funds to be delivered by the Company to the Trustee and shall be remitted by the Trustee to the entitled claimants immediately after the Effective Date.
24. Preferred Claims, shall be paid in full, without interest, in priority to Unsecured Claims out of additional operating funds to be delivered by the Company to the Proposal Trustee and shall be remitted by the Proposal Trustee to the entitled claimants, if any.
25. Proven Unsecured Creditor Claims, after satisfaction of any priority claims, shall be paid *pro rata* out of the Funded Proposal Payments as set out below.

Funding the Proposal

26. The Company will cause to be paid to the Proposal Trustee payments in the form of quarterly cash instalments in the aggregate amount of \$6,000, commencing on May 1, 2022.
27. The Proposal Payments will be made over nine (9) quarters or twenty-seven months (the "**Funded Proposal Payments**") until an amount is paid to the Proposal Trustee equal to the lesser of:
 - i) 45% of the value of the Proven Claims; and
 - ii) \$54,000.

Distribution

28. Interim distributions will be made to Unsecured Creditors when there is sufficient funds held in trust from the Company, in the Proposal Trustee's discretion, accumulated to warrant an interim distribution.

29. All distributions are subject to the Superintendent's Levy in accordance with the BIA.
30. The Funded Proposal Payments will be distributed by the Proposal Trustee in the following order of priority:
 - i) *Administrative Fees and Expenses* - To fund all administrative fees and expenses of the Proposal Trustee, including the legal fees of the Proposal Trustee and the Company.
 - ii) *Bankruptcy Reserve* - To establish a reserve of \$15,000 to be held in trust by the Proposal Trustee, which amount shall be used to fund the administrative costs of the bankruptcy of the Company in the event that the Proposal is annulled and the Company becomes bankrupt, failing which such amount shall be distributed to the Creditors.
 - iii) *Proven Claims of Preferred Creditors* – To pay all Proven Preferred Claims, if any, other than Employee Proven Claim which will have been satisfied out of additional funds without interest (if any).
 - iv) *Proven Claims of Unsecured Creditors* – The remainder will be distributed *pro rata* among all the Unsecured Creditors on account of Proven Unsecured Claims.

OVERVIEW OF TECNA WEEKLY CASH FLOW FORECAST

31. Tecna, with the assistance of the Proposal Trustee, has prepared a cash flow forecast for the period from November 20, 2021 to February 18, 2022 ("**Cash Flow Forecast**"). A copy of the Cash Flow Forecast is attached hereto as **Appendix "A"** to this Report. The Cash Flow Forecast has been prepared by Management of Tecna in support of its insolvency proceedings, using probable and hypothetical assumptions set out in notes 1 to 7 attached to the Cash Flow Forecast. The Cash Flow Forecast reflects receipts and disbursements to be received or paid over the 13-week forecast period in Canadian dollars. An updated cash flow has not yet been prepared.
32. The Cash Flow Forecast projects that Tecna will have sufficient liquidity to fund its expenses and the Proposal proceeding.
33. A critical assumption made in the Cash Flow Forecast is that Tecna is expected to be able to operate within its available cash flow throughout the Proposal proceeding and not require

interim financing.

34. The Proposal Trustee's review of the Cash Flow Forecast consisted of inquiries, analytical procedures and discussion related to information supplied to the Proposal Trustee by management of Tecna. Since hypothetical assumptions need not be supported, the Proposal Trustee's procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Cash Flow Forecast. The Proposal Trustee has also reviewed the support provided by management of Tecna for the probable assumptions, and the preparation and presentation of the Cash Flow Forecast.
35. Based on the Proposal Trustee's review, nothing has come to its attention to cause it to believe that, in all material respects:
 - i) the hypothetical assumptions are not consistent with the purpose of the Cash Flow Forecast;
 - ii) as at the date of this Report, the probable assumptions developed by management are not suitably supported and consistent with the plans of Tecna or do not provide a reasonable basis for the Cash Flow Forecast, given the hypothetical assumptions;
or
 - iii) the Cash Flow Forecast does not reflect the probable and hypothetical Assumptions.
36. As described in the Disclaimer above, since the Cash Flow Forecast is based on assumptions regarding future events, actual results will vary from the information presented, even if the hypothetical assumptions occur, and the variations may be material. Accordingly, the Proposal Trustee expresses no assurance as to whether the Cash Flow Forecast will be achieved. In addition, the Proposal Trustee expresses no opinion or other form of assurance with respect to the accuracy of financial information presented in the Cash Flow Forecast.
37. The Cash Flow Forecast has been prepared solely for the purpose described above, and readers are cautioned that it may not be appropriate for other purposes.

LIQUIDATION ANALYSIS / ESTIMATED RECOVERY IN BANKRUPTCY

Liquidation Analysis

38. In the event that the Proposal is not accepted by the Creditors and Tecna is deemed bankrupt, the following liquidation analysis represents the estimated value of Tecna's assets should its assets be liquidated.
39. The Proposal Trustee has relied on representations of the Company in determining the estimated liquidation value of the assets. The liquidation analysis was prepared at a point in time, being November 19, 2021. However, the value of the cash-on-hand and accounts receivable are changing as receipts are collected and new contract milestones are reached. Accordingly, in the event that the Company were to become bankrupt, the realizable value of the assets at that time may be different than presented hereafter.

Summary of Estimated Liquidation Value As at November 19, 2021 (000's)

	Notes	Total
Receipts		
Cash	1	-
Accounts Receivable	2	-
Tools	3	3,000
Total Receipts		3,000
Disbursements		
Administrative costs	4	-
Total Disbursements		-
Net Cash Flow from Liquidation		\$ 3,000

Notes:

1. There was \$186 on hand as at November 19, 2021.
2. Accounts Receivable collections are assumed to be NIL as it is assumed that the Company's customer(s) will not pay any remaining amounts that may be owing on the contract as a replacement contractor will need to be retained to complete any work in progress.
3. Administrative costs are assumed to be nominal as it is expected that the Owner will be able to sell his tools to a competitor.

Estimated Recovery – Bankruptcy vs. Proposal Scenario

40. The following chart (which is rounded to the nearest thousand dollars) sets out the expected recovery to Unsecured Creditors under a Bankruptcy/Liquidation scenario and the Proposal scenario. As can be seen below, the net estimated recovery to Unsecured Creditors in a bankruptcy scenario is NIL versus approximately 32% under the Proposal scenario.

<u>Estimated Recovery in a Liquidation Scenario</u>		<u>Estimated Recovery in a Proposal Scenario</u>	
Liquidation Value of Assets (based on a liquidation as calculated above)	3	Estimated Funded Proposal Payments (note 1)	54
Less: Crown Priority Claims - Deemed Trust Portion (note 2)	(2)	Less: Crown Priority Claims - Deemed Trust Portion (note 2)	<u>n/a</u>
Less: Employee Preferred Claims (note 3)	<u>(2)</u>	Less: Employee Preferred Claims (note 3)	NIL
Less: Estimated Professional fees and expenses (note 4)	n/a	Less: Estimated Professional fees and expenses (note 4)	(10)
Less: Superintendent's Levy (note 5)	<u>n/a</u>	Less: Superintendent's Levy (note 5)	<u>(3)</u>
Net amount available for Unsecured Creditors	NIL	Net amount available for Unsecured Creditors	41
Estimated Claims of Unsecured Creditors	128	Estimated Claims of Unsecured Creditors	128
Estimated Recovery to CRA for Crown Priority Claims	<u>NIL</u>	Estimated Recovery to CRA for Crown Priority Claims from the Funded Proposal Payments	<u>n/a</u>
Estimated Recovery to Unsecured Creditors	<u>NIL</u>	Estimated Recovery to Unsecured Creditors	<u>32%</u>

Notes:

1. For the purposes of the above analysis the Proposal payments amount is assumed to be \$54,000. However, the Company will pay the Proposal Trustee the Proposal payments up until an amount is paid to the Proposal Trustee equal to the lesser of: 45% of the value of the proven Claims; and \$54,000. Therefore, the Proposal payments will differ based on the actual value of the proven Claims.
2. In the bankruptcy scenario, CRA's deemed trust for Crown Priority Claims only extends over the employee portion of deductions, not the employer contributions or the interest and penalties. In the bankruptcy scenario, the liability for employer contributions and the interest and penalties would be an Unsecured Claim. In the Proposal Scenario, CRA will receive 100% of its deemed trust entitlement, as it will be paid from funds derived from the Company's operations following Court Approval of this Proposal and paid by the Company to the Proposal Trustee.
3. This amount represents a provision for estimated preferred claims on account of unpaid wages as the Company pays its employees in arrears with one employee only being monthly. In the case of a proposal Employee Preferred Claims, if any, would be paid out of Additional Funds.
4. In the case of a bankruptcy there would be no funds available for professional fees. In the case of a proposal, professional fees include administering the proposal before and after Court approval.

5. *The Superintendent's Levy is applicable to payments made to, Preferred and Unsecured Creditors and is calculated as 5% of each payment.*

CREDITORS' MEETING/VOTING PROCEDURE AND CLASSES OF CREDITORS

Creditors' Meeting/Voting Procedure

41. The primary purpose of the Creditors' Meeting is to permit Creditors to consider the acceptance or rejection of the Proposal. For the Proposal to be accepted, at least two-thirds (66.67%) of creditors by dollar value, and more than 50% of creditors by number, must vote in favour of the Proposal at the meeting either in person, by proxy or by mailing a voting letter to the Proposal Trustee in advance of the meeting. Only Creditors who actually vote are counted for the purpose of determining whether the necessary thresholds have been reached. Creditors related to Tecna may not vote for the Proposal.
42. **To be eligible to vote on the Proposal, Creditors must have filed with the Proposal Trustee, before the meeting, an unsecured proof of claim form, as applicable, signed and witnessed as required and accompanied by a statement of account or affidavit in support of the claim. Those Creditors who do not intend to have a personal representative at the meeting, to be held on December 15, 2021, may complete and submit the voting letter which is enclosed in the creditor package prior to the meeting indicating their vote for or against the acceptance of the Proposal. The Proposal Trustee has also enclosed a form of proxy should a Creditor wish to appoint a proxy to represent them at the meeting. If the Proposal is not accepted by the required majorities of unsecured creditors, the Company will be deemed bankrupt.**
43. If the Proposal is accepted by the required statutory majorities referenced above, the Proposal Trustee will then make an application to the Court for approval of the Proposal. If the Court provides such approval ("**Approval Order**"), the Proposal will be binding on all Creditors and such Creditors, and their respective heirs, executors, administrators, successors and assigns, shall have no further Claim against the Company other than for the distributions provided in the Proposal.

Class of Creditors

44. For purposes of considering, and voting on, the Proposal, and receiving a distribution pursuant to the Proposal, the Creditors are grouped into one class.

45. The Proposal does not compromise or otherwise affect certain creditor claims, specifically:
- i) claims for goods and/or services delivered to the Company on or after the Date of Filing, November 25, 2021, including Administrative Fees and Expenses;
 - ii) Crown Claims; and
 - iii) Proven Claims of Preferred Creditors (to the extent of their priority), if any, payable in priority to all claims of Unsecured Creditors in accordance with the scheme of distribution set forth in the BIA.
46. Distributions to Creditors will be made as described in the "Distribution" section of this Report.

ALTERNATIVES TO THE PROPOSAL

47. At the Creditors' Meeting, the Creditors are being asked by the Proposal Trustee to choose between two alternatives, namely accepting the Proposal, or rejecting the Proposal, which would result in the Company being deemed bankrupt.
48. For the reasons described above, the Proposal Trustee is of the view that the Proposal Scenario will produce a more favourable and certain result for the Creditors of Tecna than would a liquidation in a bankruptcy.

CONDUCT OF TECNA

Preference Transactions and Transfers at Undervalue

49. The Proposal contemplates that Sections 95-101 of the BIA shall not apply in connection with this Proposal and, as a result, the Proposal Trustee shall have no responsibility, liability or authority whatsoever in connection herewith. Accordingly, the Proposal Trustee has not undertaken a detailed review for possible preference transactions or transfers at undervalue.
50. If the Company was to become bankrupt, and either preference transactions or transfers at undervalue did exist, it is possible that some of these transactions could be found to be void through Court proceedings. The Proposal Trustee is not aware of any such transactions existing.

Conduct Post-Filing

51. Pursuant to Section 50(10) of the BIA, the Proposal Trustee is required to monitor the affairs of the Company until the Proposal is approved by the Court.
52. Tecna is working diligently to complete the Proposal. Tecna continues to operate its business and meeting its liquidity needs in order to be able to successfully implement the Proposal.

CREDITORS' CLAIMS

53. To date, there are no provable Unsecured claims in the Proposal.

PREVIOUS BUSINESS DEALINGS WITH TECNA

54. The Proposal Trustee has not had any business dealings with Tecna prior to its appointment as Proposal Trustee and is not in a conflict of interest.

SUMMARY COMMENTS/RECOMMENDATION

55. For the reasons set out in this Report, it is the Proposal Trustee's opinion that:
- i) the Proposal will allow for a greater recovery to the Unsecured Creditors of the Company than they would receive in a liquidation of the Company's assets in a bankruptcy proceeding; and
 - ii) acceptance of the Proposal is in the best interest of the Creditors. If the Proposal is rejected by the Creditors, the Company will be deemed automatically bankrupt and it is uncertain what the actual realizable values of the assets will ultimately be in a bankruptcy. Accordingly, the Proposal Trustee recommends that the Creditors vote in favour of the Proposal.

Yours very truly,

DODICK LANDAU INC.

Trustee *re* the Proposal of Tecna Construction Ltd.
and not in its personal or corporate capacity.

Per:



Rahn Dodick, CPA, CA, CIRP, LIT

APPENDIX "A"

Texas Construction Ltd
 Weekly Cash Flow Forecast
 For the period from November 20, 2021 to February 16, 2022

Week Ending	03-Nov-21	10-Dec-21	17-Dec-21	24-Dec-21	31-Dec-21	07-Jan-22	14-Jan-22	21-Jan-22	28-Jan-22	04-Feb-22	11-Feb-22	18-Feb-22	TOTAL
Receipts	6,000	8,000	6,000	6,000	10,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	42,000
Disbursements													
Direct Costs			500			500					500		1,500
Payroll	1,000	1,650		2,750	1,000	2,800	1,000	1,000	600				20,450
CCA Expense	200			150	50			150	50	2,150			3,450
Professional Fees													
Total Disbursements	2,000	1,650	500	3,100	1,050	2,750	1,050	2,050	600	2,050	600	1,250	25,400
Net Cash Flow	4,000	6,350	5,500	2,900	8,950	3,250	4,950	3,950	5,400	3,950	5,400	4,750	16,600
Bank Balance													
Opening Bank Balance	105	6,355	4,125	7,025	4,535	7,785	14,185	11,235	15,355	12,335	11,235	11,235	105
Add Net Cash Flow	6,000	6,350	7,500	4,150	11,000	5,500	12,950	4,150	12,950	12,950	12,950	4,950	16,600
Closing Bank Balance	6,105	4,315	2,625	4,515	8,685	7,685	11,235	15,385	12,335	11,235	11,235	15,785	16,705

This statement of forecast cash flow of Texas Construction Limited is prepared in accordance with section 90.4 (2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the accompanying notes and Trustee's report on cash flow statement dated this 23rd day of November, 2021.

Dedick London Inc.
 Per: 
 R. D. Dedick, CPA, CA, CFP, UT

Texas Construction Ltd.
 Per: 
 Paul Epstein, President

Tecna Construction Limited (“Tecna” or the “Company”)
Major Assumptions
Cash Flow Forecast
For the Period November 20, 2021 to February 18, 2022 (the “Period”)

1. Tecna’s financial projections have been prepared for the purpose of meeting the requirements of the Bankruptcy and Insolvency Act. The Projection is based on the hypotheses that Tecna will continue operations in the normal course and will generate sufficient cash flow to meet its ongoing operational needs.

Receipts:

2. Tecna’s forecasted receipts are based on collections of contract installments from its current contract to complete the frame on two townhomes. The cash flow forecast assumes that the Company will be able to collect installments based on existing payment terms.

Disbursements:

3. Direct costs represents the cost of nails. The lumber is provided by the general contractor and is not a Company cost.
4. Payroll includes amounts for three hourly employees including the owner and are forecast based on expected number of hours to be worked in the Period. One of the employees is not expected to work over the winter and accordingly their last pay is forecast for the first week of January 2021. Other payroll costs include estimated source deduction remittances in the Period.
5. General and administrative expense include general office expenses, gas, a holiday bonus for employees and a quarterly HST installment due at the end of January.
6. A retainer was received by the Proposal Trustee from a third-party which is expected to be sufficient for the Period. Legal fees are expected to be paid following Court approval from proposal payments.
7. The opening cash balance as of November 19, 2021 is \$186.

STATEMENT OF AFFAIRS

District of:
 Division No. -
 Court No.
 Estate No.

Original Amended

-- Form 78 --
 Statement of Affairs (Business Proposal) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)
 In the Matter of the Proposal of
 Tecna Construction Ltd.
 of the city of Toronto, in the Province of Ontario

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 19th day of November 2021. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A"	1. Inventory
128,525.73	0.00
Balance of secured claims as per list "B"	2. Trade fixtures, etc.
0.00	0.00
Total unsecured creditors	3. Accounts receivable and other receivables, as per list "E"
128,525.73	Good
2. Secured creditors as per list "B"	0.00
0.00	Doubtful
3. Preferred creditors as per list "C"	0.00
0.00	Bad
4. Contingent, trust claims or other liabilities as per list "D"	0.00
estimated to be reclaimable for	Estimated to produce
0.00	0.00
Total liabilities	4. Bills of exchange, promissory note, etc., as per list "F" ..
128,525.73	0.00
Surplus	5. Deposits in financial institutions
NIL	0.00
	6. Cash
	0.00
	7. Livestock
	0.00
	8. Machinery, equipment and plant
	0.00
	9. Real property or immovable as per list "G"
	0.00
	10. Furniture
	0.00
	11. RRSPs, RRIFs, life insurance, etc.
	0.00
	12. Securities (shares, bonds, debentures, etc.)
	0.00
	13. Interests under wills
	0.00
	14. Vehicles
	0.00
	15. Other property, as per list "H"
	3,000.00
	If debtor is a corporation, add:
	Amount of subscribed capital
	0.00
	Amount paid on capital
	0.00
	Balance subscribed and unpaid
	0.00
	Estimated to produce
	0.00
	Total assets
	3,000.00
	Deficiency
	125,525.73

I, Raul Espin, of the city of Vaughan in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 19th day of November 2021 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
 before me at the city of Toronto in the Province of Ontario, on this 19th day of November 2021.



Rahn Dodick, Commissioner of Oaths
 For the Province of Ontario
 Expires July 20, 2023



Raul Espin

**Rahn Dodick, a Commissioner, etc.
 Province of Ontario, for Dodick
 Landau Inc. and Dodiok Landau
 Partnership, Expires July 20, 2023**

District of:
Division No. -
Court No.
Estate No.

FORM 78 -- Continued

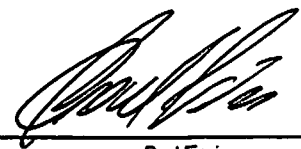
List "A"
Unsecured Creditors

Tecna Construction Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	BMO Bank of Montreal (formerly MBanx) c/o BankruptcyHighway.com 5112420001771298	PO Box 57100 Etobicoke ON M8Y 3Y2	60,000.00	0.00	60,000.00
2	CRA - Tax - Ontario 891158404RC0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	46,004.19	0.00	46,004.19
3	CRA - Tax - Ontario 891158404RP0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	1,518.62	0.00	1,518.62
4	CRA - Tax - Ontario 891158404RT0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	21,002.92	0.00	21,002.92
Total:			128,525.73	0.00	128,525.73

19-Nov-2021

Date



Raul Espin

District of:
Division No. -
Court No.
Estate No.

FORM 78 -- Continued

List "B"
Secured Creditors

Tecna Construction Ltd.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
			Total:			0.00	0.00	0.00

19-Nov-2021

Date



Raul Espin

District of:
Division No. -
Court No.
Estate No.

FORM 78 -- Continued

List "C"
Preferred Creditors for Wages, Rent, etc.

Tecna Construction Ltd.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
Total:					0.00	0.00	0.00

19-Nov-2021

Date



Raul Espin

District of:
Division No. -
Court No.
Estate No.

FORM 78 – Continued


List "D"
Contingent or Other Liabilities

Tecna Construction Ltd.

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
			Total:	0.00	0.00	

19-Nov-2021

Date



Raul Espin

District of:
Division No. -
Court No.
Estate No.

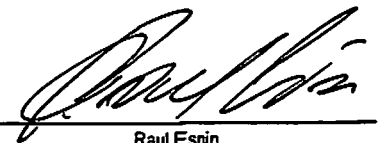
FORM 78 -- Continued

List "E"
Debts Due to the Debtor
Tecna Construction Ltd.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
				Total:	0.00 0.00 0.00		0.00	

19-Nov-2021

Date



Raul Espin

District of:
Division No. -
Court No.
Estate No.

FORM 78 - Continued

List "F"

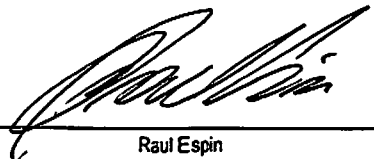
Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

Tecna Construction Ltd.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

19-Nov-2021

Date



Raul Espin

District of:
Division No. -
Court No.
Estate No.

FORM 78 – Continued

List "G"
Real Property or Immovables Owned by Debtor
Tecna Construction Ltd.

Description of property	Nature of debtor interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Total:			0.00		0.00

19-Nov-2021

Date


Raul Espin

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Concluded

List "H"
 Property

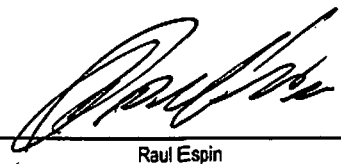
Tecna Construction Ltd.

FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
(m) Other		Tools of Trade	0.00	3,000.00
			Total:	3,000.00

19-Nov-2021

Date



Raul Espin

Court No.

File No.

**In the Matter of the Proposal of
Tecna Construction Ltd.
of the city of Toronto, in the Province of Ontario**

**Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)**

Dodick Landau Inc. - Licensed Insolvency Trustee

**4646 Dufferin St., Suite 6
Toronto ON M3H 5S4
Phone: (416) 736-4357 Fax: (416) 649-7725**

PROOF OF CLAIM WITH INSTRUCTIONS

DODICK LANDAU

PROOF OF CLAIM FORM 31

IN THE MATTER OF THE PROPOSAL OF **Tecna Construction Ltd.** (referred to in this form as "the debtor")
and the claim of _____ (referred to in this form as "the creditor")

All notices or correspondence regarding this claim to be forwarded to the creditor at the following address:

Telephone : _____ Fax : _____ Email : _____

I, _____ residing in the _____
(name of person signing claim) (city, town, etc.)
of _____ in the Province of _____
(name of city, town, etc.)

Do hereby certify that:

If an officer of the company, state position or title

The attached statement of account must include invoices or other evidence in support of the claim

Check and complete appropriate category.

Check appropriate description and attach a separate sheet to detail and support priority claim, if applicable.

Give full particulars of the claim, including the calculations upon which the claim is based.

Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.

Attach a copy of sales agreement and delivery receipts.

Check and complete appropriate category.

Check appropriate description.

1. I am the creditor or I am _____ of the creditor.
(state position or title)
2. I have knowledge of all the circumstances connected with the claim referred to in this form.
3. The debtor was, at the date of the Proposal, namely the **November 25, 2021** and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account attached hereto and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled.
4. A Unsecured claim of \$ _____
In respect to the said debt, I do not hold any assets of the debtor as security and
 - (i) I do not claim a right to a priority
 - or
 - (ii) I do claim a right to a priority under section 136 of the Bankruptcy and Insolvency Act (the "Act").
- B Claim of landlord for disclaimer of a lease of \$ _____
That I hereby makes a claim under subsection 65.2(4) of the Act, particulars of which are as follows: _____
- C Secured claim of \$ _____
In respect of the said debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows: _____
- D Claim by farmer, fisherman, or aquaculturist of \$ _____
That I hereby makes a claim under subsection 81.2(1) of the Act for the unpaid amount \$ _____
- E Claim by Wage Earner of \$ _____
 - (i) That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____
 - (ii) That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____

**PROOF OF CLAIM
FORM 31
PAGE TWO**

To be filed when a proposal provides for the compromise of claims against directors.

F **Claim against Director of \$** _____
That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows: _____

Give full particulars of the claim, including the calculations upon which the claim is based.

G **Claim of a Customer of a Bankrupt Securities Firm of \$** _____
That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

Strike out "is" or "is not".

5. To the best of my knowledge, the creditor **is / is not** related to the debtor within the meaning of section 4 of the Act.

Attach a separate schedule if necessary.

6. The following are the payments that the creditor has received from and the credits that the creditor has allowed to the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act, within the twelve months) immediately before the date of the initial bankruptcy event (June 30, 2021) within the meaning of section 2 of the Act.
_____, _____,
_____, _____.

Dated at _____, this _____ day of _____, 20____

Must be signed and witnessed

Witness

(Signature of individual completing this form)

Print Name: _____

Print Name: _____

Notes: All references to "the Act" refer to the Bankruptcy and Insolvency Act. 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.

If an affidavit or solemn declaration is attached, it must have been made before a person qualified to take affidavits or solemn declarations.

Warning: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor. Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

Instructions for completing proof of claim forms

Every creditor who does not prove his claim is not entitled to share in any distribution. Claims not completed correctly in every respect will be returned. As well, in order to vote at a meeting of creditors, a properly completed Proof of Claim must be returned to the Trustee's office before the time of the meeting.

In completing the attached form, your attention is directed to the marginal notes on the form and to the following requirements:

Proof of Claim:

1. The form must be completed by an individual and not by a corporation. If you are acting for a corporation or other person, you must state the capacity in which you are acting, such as, "Credit Manager", "Treasurer", "Authorized Agent", etc.
2. The person signing the form must have knowledge of the circumstances connected with the claim.
3. The debtor's name and date of the bankruptcy must be filled in and a Statement of Account containing details of the claim must be attached and marked "Schedule A". The date at which claims are to be calculated and the correct name of the debtor may be found as well on the Notice sent to the creditor.
4. The nature of the claim must be indicated by placing a check mark at the type of claim which applies, for example:

Check mark at A indicates the claim is unsecured and

Check mark at A(i) indicates that the creditor is not claiming any priority or

Check mark at A(ii) indicates the creditor is claiming preferred status under section 136 of the Act. Details to support the priority claim must be set out on an attached schedule.

Check mark at B indicates a claim of landlord for disclaimer of a lease under subsection 65.2(4) of the Act. Details to support this claim must be set out on an attached schedule.

Check mark at C indicates the claim is secured and the value at which the creditor assesses the security must be inserted. Details of each item of security held should be attached as a separate schedule and submitted with a copy of the chattel mortgage, conditional sales contract, security agreement, etc.

Check mark at D indicates that the creditor is a farmer, fisherman or aquaculturist who supplied goods within 15 days prior to the date of receivership or bankruptcy and has not yet been paid for those goods.

Check mark at E indicates that the creditor is a wage earner under subsection 81.3(8) or 81.4(8) of the Act. Details to support this claim must be set out on an attached schedule.

Check mark at F indicates the claim is against a director under subsection 50(13) of the Act. It is applicable only in the case of a proposal which provides for the compromise of claims against directors. Details to support this claim must be set out on an attached schedule.

Check mark at G indicates the claim is of a Customer of a Bankrupt Securities Firm, who is a customer for net equity as contemplated by section 262 of the Act. Details to support this claim must be set out on an attached schedule.

5. The person signing the form must indicate (by striking out "is" or "is not") whether the creditor and the debtor are related. Section 4 of the Act defines persons related to a debtor. If the creditor is related by blood or marriage to the debtor, the creditor should consider itself to be a related person. If the debtor is a corporation, a creditor would be related if it was controlled by the same shareholders as the debtor.

6. The person signing the form must provide full details of all payments and credits received from or allowed to the debtor during the period indicated. Leaving a blank will indicate that there were no such payments and credits.

7. The person signing the form must insert the place and date and the signature must be witnessed. If an affidavit is attached, it must have been made before a person qualified to take affidavits.

General Proxy:

If it is desired to appoint a proxy, the proxy form must be completed and signed by the creditor; if the creditor is a corporation, the proxy form must be signed in the corporate name (not necessarily by the individual signing the proof of claim form) and the proxy must be witnessed.

If there are any questions in completing the proof of claim, please write, email or telephone the office of the trustee:

Dodick Landau Inc.
6 – 4646 Dufferin Street
Toronto, ON M3H 5S4
Telephone: 416-645-0542
Fax: 416-649-7725
Email: brenda.mcknight@dodick.ca

PROXY

District of: Ontario
Division No. 09 – Toronto
Court No. 31-2785327
Estate No. 31-2785327

FORM 36
PROXY
(Paragraph 102(2) and paragraphs 51(1)(e) of the Act)

In the Matter of the Proposal of
Tecna Construction Ltd.
of the City of Toronto, in the Province of Ontario

I, _____, creditor (or I, _____, representative of
_____, (creditor) of _____ (name of city),
appoint _____ of _____ to be my
proxyholder in the above matters, except as to the receipt of dividends, _____ (with or without)
power to appoint another proxyholder in his or her place.

DATED at _____ this _____ day of _____, _____.

Witness

Individual Creditor

Witness

Signature of Corporate Creditor

Per:

Name and Title of Signing Officer

Return to:
Dodick Landau Inc. – Licensed Insolvency Trustee
4646 Dufferin Street, Suite 6
Toronto, ON M3H 5S4
Phone: (416) 645-0542 Fax: (416) 649-7725
Email: brenda.mcknight@dodick.ca

PLEASE NOTE:

All Corporations MUST appoint an individual to act on its behalf if the Corporation wishes to log a vote in the Proposal.

VOTING LETTER

District of: Ontario
Division No. 09 – Toronto
Court No. 31-2785327
Estate No. 31-2785327

FORM 37
Voting Letter
(Paragraph 51(1)(f) of the Act)

In the Matter of the Proposal of
Tecna Construction Ltd.
of the City of Toronto, in the Province of Ontario

I, _____, creditor (or I, _____, representative
of _____, (creditor) of _____, a creditor in the above matter
for the sum of \$ _____, hereby request the trustee acting with respect to the proposal of
Tecna Construction Ltd., to record my vote _____ (for or against) the acceptance of the
Proposal as made on the _____ day of _____, 20_____.

DATED at _____ this _____ day of _____, 2021.

Witness

Individual Creditor

Witness

Signature of Corporate Creditor

Per:

Name and Title of Signing Officer

Return to:
Dodick Landau Inc. – Licensed Insolvency Trustee
4646 Dufferin Street, Suite 6
Toronto, ON M3H 5S4
Phone: (416) 645-0542 Fax: (416) 649-7725
Email: brenda.mcknight@dodick.ca

APPENDIX “C”

District of Ontario
Division No.: 09 – Toronto
Estate No. 31-2785327

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE PROPOSAL OF TECNA CONSTRUCTION LTD.
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

AMENDED PROPOSAL
(February 11, 2022)

Tecna Construction Ltd. hereby submits the following Proposal under Part III of the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*.

PART I
INTERPRETATION

Definitions

1. In this Proposal:
 - (a) “Act” means the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*, as amended.
 - (b) “Administrative Fees and Expenses” means the fees and expenses of the Trustee incidental to the NOI and the preparation and facilitation of the Proposal and any amendments thereto, including, without limitation, fees incurred by the Trustee in the administration of the Funded Proposal Payments, and the legal fees and expenses incurred by the Trustee and the Debtor before and following execution, acceptance and approval of this Proposal and in connection with the NOI and the preparation of this Proposal, as well as advice to the Debtor in connection therewith;
 - (c) “Affected Creditors” means those Creditors of the Company forming Class 1, as defined in Part III of this Proposal;
 - (d) “Approval Order” means an order of the Court approving this Proposal, to be granted pursuant to the provisions of the Act, the appeal period having

expired, and no appeal having been filed or any appeal therefrom having been dismissed and such dismissal having become final;

- (e) “Bankruptcy Reserve” means a reserve amount of \$15,000 to be held by the Trustee as security for the administrative costs of the bankruptcy of the Company, in the event that this Proposal is annulled, and the Company becomes bankrupt;
- (f) “Business Day” means a day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario;
- (g) “Certificate of Full Performance” means the certificate that the Trustee issues to the Company and to the Official Receiver pursuant to Section 65.3 of the Act;
- (h) “Claim” means any right of any Person with indebtedness, liability or obligation of any kind against the Company which indebtedness, liability or obligation is in existence at the Date of Filing, whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by surety or otherwise and whether or not such a right is executory in nature including, without limitation, the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause, chose in action, whether existing at present or commenced in the future based in whole or in part on facts which exist prior to or at the time of Date of Filing;
- (i) “Company” means Tecna Construction Ltd.;
- (j) “Court” means the Ontario Superior Court of Justice (In Bankruptcy and Insolvency);
- (k) “Court Approval Date” means the date on which the Approval Order is issued;
- (l) “Creditors” means any Person having a Claim;
- (m) “Creditors Meeting” means the meeting of the Affected Creditors called for the purpose of considering and voting upon this Proposal;
- (n) “Crown Claims” means Claims of Her Majesty in right of Canada or any province of all amounts of a kind contemplated by section 60(1.1) of the Act;
- (o) “Date of Filing” means November 19, 2021, the date on which the Company filed the its original proposal;

- (p) “Employee Preferred Claim” means a Claim by a current or former employee of the Company, or such portion of such Claim, that would be payable in priority under Subsection 136(1) of the Act;
- (q) “Effective Date” means 10 calendar days from the date of the Approval Order, unless the Approval Order is appealed, in which case the Effective Date means the later of: (i) one Business Day after the full and final determination of the appeal; and (ii) the expiry of any further appeal periods;
- (r) “Event of Default” has the meaning given to it in Part VIII of this Proposal;
- (s) “Funded Proposal Payments” shall mean funds which will be advanced to the Trustee for distribution, as set out and defined in Paragraph 16 hereof;
- (t) “Inspectors” means the inspectors appointed pursuant to Part X of this Proposal;
- (u) “Levy” means the levy imposed by the Superintendent of Bankruptcy under the Act;
- (v) “Maturity Date” means the date on which all payments to the Creditors have been made and the Certificate of Full Performance has been issued by the Trustee to the Company, provided that no Event of Default has occurred that has not been cured or waived;
- (w) “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;
- (x) “Post-Filing Crown Claims” means all Crown Claims that became due or shall become due on or after the Date of Filing;
- (y) “Post-Filing Goods and Services” means the goods supplied, services rendered, and other consideration given or provided to the Company on or after the Date of Filing;
- (z) “Pre-Filing Crown Claims” means all Crown Claims that were outstanding as at the Date of Filing;
- (aa) “Preferred Claim” means any claim that is afforded priority under Section 136(1) of the Act;
- (bb) “Preferred Creditor” means any Unsecured Creditor holding a Preferred Claim, solely in respect to that Preferred Claim;

- (cc) “Proposal” means this amended proposal dated February 11, 2022, together with any amendments or additions thereto;
- (dd) “Proposal Period” means the period between the Court Approval Date and the Maturity Date;
- (ee) “Proven” as used in relation to any Claim means such Claim as finally accepted or determined by the Trustee in accordance with the provisions of the Act and this Proposal, subject to the Creditor’s right of appeal to Court, the Court’s determination of that Claim or any applicable appeal periods having expired and no appeal having been made;
- (ff) “Secured Claim” means any Claim by a Secured Creditor, excluding the Crown Claims;
- (gg) “Secured Creditor” means a Person holding a mortgage, hypothec, pledge, charge, lien or privilege on or against the property of the Company or any part thereof as security for a Claim, but excludes the Canada Revenue Agency to the extent of its Crown Claims;
- (hh) “Trustee” means Dodick Landau Inc., solely in its capacity as proposal trustee of the Company;
- (ii) “Unsecured Claim” means the value of any Proven Claim in respect of which no Security is held; and
- (jj) “Unsecured Creditors” means those Persons with Claims in respect of which no security is held, and which is not afforded priority under Section 136(1) of the Act.

Headings

2. The division of this Proposal into parts, paragraphs and subparagraphs, and the insertion of headings herein, is for convenience of reference only and is not to affect the construction or interpretation of this Proposal.

Number, etc.

3. In this Proposal, where the context requires, a word importing the singular includes the plural and vice versa, and a word importing gender includes the masculine, feminine and neuter genders.

Date for Action

4. If 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.

Accounting Principles

5. Accounting terms not otherwise defined in this Proposal have the meanings assigned to them in accordance with generally accepted Canadian accounting principles.

PART II PURPOSE AND EFFECT OF THIS PROPOSAL

Purpose of Proposal

6. The purpose of this Proposal is to effect a restructuring of the indebtedness of the Company in the manner contemplated herein and as permitted by the Act in the expectation that all Creditors will derive a greater benefit from the restructuring and the continued operation of the business and affairs of the Company than would result from a bankruptcy of the Company.

Effect of Proposal

7. During the Proposal Period, and provided that an Event of Default has not occurred and is continuing hereunder, all Creditors will be stayed from commencing or continuing any proceeding or remedy against the Corporation or any of its property or assets in respect of a Claim including, without limitation, any proceeding or remedy to recover payment of any monies, to recover or enforce any judgment against the Company in respect of a Claim or to commence any formal proceedings against it other than as provided for under this Proposal.
8. Upon implementation of all elements of this Proposal, and the filing of the Certificate of Full Performance by the Trustee, all Claims against the Company and its directors shall be fully, finally and completely satisfied.

PART III CLASSIFICATION OF CREDITORS

9. For the purpose of this Proposal, the Creditors of the Company shall be comprised of single class, consisting of Creditors having Proven Preferred Claims and Unsecured Claims (“Class 1”), which, for greater certainty, shall include Preferred Creditors entitled to vote pursuant to the Act and claims of Her Majesty in right of Canada and any province for all amounts other than Crown Claims.

PART IV SECURED CREDITORS

10. The Company’s Secured Creditors, if any, shall be unaffected by this Proposal.

PART V
TREATMENT OF VARIOUS CLAIMS,
FUNDING OF PROPOSAL AND DISTRIBUTION

Crown Claims

11. The Company covenants and agrees to, within six months after the Effective Date, pay in full all amounts that were outstanding at the Date of Filing of a kind that could be subject to a demand under: (i) Subsection 224(1.2) of the ITA; (ii) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to s.224(1.2) of the *ITA* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalty or other amounts; or (iii) under any substantially similar provision of provincial legislation, including all amounts contemplated by Section 60(1.1) of the Act. This payment of Crown Claims (if any) will be made in addition to the Funded Proposal Payments.
12. At the Date of Filing, according to the Company, it owe's approximately \$1,500.00 to the Canada Revenue Agency for employee source deductions withheld but not remitted, including related penalties and interest calculated up to the Date of Filing.

Employee Preferred Claims

13. As at the date of the filing of the Proposal, according to the Company, there are no Employee Preferred Claims. All Proven Employee Preferred Claims, if any, shall be paid out of additional funds to be delivered by the Company to the Trustee and shall be remitted by the Trustee to the entitled claimants immediately after the Effective Date.

Preferred Claims (in addition to Employee Preferred Claims)

14. Proven Preferred Claims, other than Employee Preferred Claims (if any), which shall be satisfied pursuant to Paragraph 13 of this Proposal, shall be paid in full, without interest, out of the Funded Proposal Payments, in priority to Proven Unsecured Claims.

Unsecured Claims

15. Proven Unsecured Claims shall be paid out of the Funded Proposal Payments on a *pro rata* basis.

Funding the Proposal

16. The Company's obligation to fund the Funded Proposal Payments shall commence on May 1, 2022. The Company will cause to be paid to the Trustee payments in the form of cash instalments in the aggregate amount of \$3,000.00 every quarter,

for eighteen quarters, or fifty-four months, subject to Paragraph 17 of this Proposal (the “Funded Proposal Payments”).

17. The Funded Proposal Payments will be made until an amount is paid to the Trustee equal to the lesser of:
 - (i) 45% of the value of the Proven Claims; and
 - (ii) \$54,000.00.

For greater certainty, the amounts set out in this Paragraph 17 shall not include Crown Claims, if any, which Crown Claims will be paid in addition to the payments referred to in this paragraph.

Distributions

Payment of Employee Preferred Claims

18. Immediately following the Effective Date, the Trustee shall issue distributions out of such funds in respect of all Proven Employee Preferred Claims, if any.

Distributions to Unsecured Creditors

19. Interim distributions will be made to Unsecured Creditors with Proven Unsecured Claims when sufficient Funded Proposal Payments have, in the Trustee’s discretion, accumulated to warrant an interim distribution. The Trustee may make an interim distribution at any time and frequency as the Trustee deems appropriate in the Trustee’s discretion.
20. The Funded Proposal Payments shall be distributed by the Trustee in the following order of priority:
 - (a) first, to the Administrative Fees and Expenses;
 - (b) second, to establish the Bankruptcy Reserve, to be held in trust by the Trustee, which amount shall be used to fund the administrative costs of the bankruptcy of the Company in the event that this Proposal is annulled, and the Company becomes bankrupt, failing which such amount shall be distributed in accordance with Subparagraphs 20(c) and 20(d) of this Proposal;
 - (c) third, to Proven Claims of Preferred Creditors, other than Employee Preferred Claims which will have been satisfied out of additional funds, without interest (if any); and
 - (d) fourth, the balance of the Funded Proposal Payments shall be distributed *pro rata* among all the Unsecured Creditors on account of Proven Unsecured Claims.

Amendments to Agreements

21. Notwithstanding the terms and conditions of all agreements or other arrangements with Creditors entered into before the Date of Filing, provided that no Event of Default has occurred and is continuing hereunder, all such agreements or other arrangements will be deemed to be amended to the extent necessary to give effect to all the terms and conditions of this Proposal. In the event of any conflict or inconsistency between the terms of such agreements or arrangements and the terms of this Proposal, the terms of this Proposal will govern. All Creditors will provide such acknowledgements, agreements, discharges or other documentation as may be necessary to give effect to the intent of this Proposal.

Treatment of Claims

22. For purposes of this Proposal, each Creditor holding a Claim will receive the treatment provided for in this Proposal on account of such Claim.

PART VI POST-FILING OBLIGATIONS

Payment of Post-Filing Goods & Services

23. During the Proposal Period, all Post-Filing Goods and Services shall be paid in full in the ordinary course of business by the Company.

Post-Filing Crown Claims

24. During the Proposal Period, the Company shall remit all Post-Filing Crown Claims as and when due.

Reporting by the Company

25. During the Proposal Period, the Company shall provide to the Trustee every three months commencing on first day of the month following the month in which the Approval Order is issued, a report containing the information set out below:
 - (i) a cash flow statement for the Company's business and affairs for the prior three months; and
 - (ii) evidence of Company's filing and remittance of source deductions and HST.

**PART VII
LEVY, MANDATORY PAYMENTS AND PREFERRED CLAIMS**

Levy

26. The Levy, if applicable, shall be deducted by the Trustee from payments to creditors by the Trustee.

Payment of Fees and Expenses

27. The Administrative Fees and Expenses, on and incidental to the proceedings arising out of the Proposal, or in a bankruptcy, if any, shall be paid in priority to the Crown Claims, the Claims of Preferred Creditors, and the Claims of general Unsecured Creditors. The Trustee will be at liberty to withdraw and pay such Administrative Fees and Expenses at any time and from time-to-time subject to final approval by the Registrar in Bankruptcy upon completion of the Proposal. The Trustee's disbursements will be charged in addition to its fees based on the actual costs incurred and/or as allowed by tariff.

Employee Claims

28. As per Part V of this Proposal, all Proven Employee Preferred Claims will be paid in priority to other Claims as soon as reasonably possible after the Effective Date.

Preferred Claims

29. As per Part V of this Proposal, all Proven Preferred Claims (if any) are to be paid without interest in full priority to all Claims of the Unsecured Creditors including, without limitation, any entitlement of the Unsecured Creditors to the payments to be made under Part V of this Proposal.

**PART VIII
EVENTS OF DEFAULT**

30. The following events will constitute Events of Default for purposes of section 63 of the Act and otherwise under this Proposal:
- (a) the non-payment by the Company of any of its obligations hereunder within thirty (30) days after written notice has been given by the Trustee that such payment is past due; and
 - (b) the breach or failure by the Company to observe and perform any other covenant and provision of this Proposal, other than payment as provided for in Subparagraph 30(a) hereof which is not remedied within thirty (30) days after written notice thereof has been given to the Company by the Trustee.

**PART IX
TRUSTEE**

31. The Trustee is acting solely in its capacity as proposal trustee under the Act and not in its personal capacity and no officer, director, employee or agent of the Trustee shall incur any obligations or liabilities in connection with this Proposal or in connection with the business or liabilities of the Company.
32. Any payments made by the Trustee to Creditors hereunder shall be made by the Trustee net of any levies payable or due under the Act.

**PART X
INSPECTORS**

Appointment of Inspectors

33. At the Creditors Meeting, the Affected Creditors will be entitled to appoint one or more, but not exceeding five (5) Inspectors in total.

Powers of Inspectors

34. The Inspectors, by way of majority, will have the following powers, but will have no personal liability to the Company or other Creditors:
 - (a) the power to extend the dates the Funded Proposal Payments are due under this Proposal;
 - (b) the power to waive any default in the performance of any provision of this Proposal; and
 - (c) the power to advise the Trustee in respect of such matters as may be referred to the Inspectors by the Trustee.

**PART XI
CONDITIONS PRECEDENT**

Creditor Approval

35. The Trustee shall call a meeting of the Affected Creditors of the Company to seek creditor approval for the Proposal in the requisite majority in number and value of the classes, as set out in the Act, of each of the classes of creditors described in this Proposal. The performance of this Proposal by the Company shall be conditional upon approval of the Affected Creditors. If the Affected Creditors do not approve the Proposal, the Trustee shall report on the result of the vote as required under section 57 of the Act and the Company shall be deemed bankrupt.

Court Approval

36. In the event the Proposal is approved by the Affected Creditors the Trustee shall, within five (5) days of such approval, apply to the Court for a hearing to seek the Approval Order. The performance of this Proposal by the Company shall be conditional upon the issuance of the Approval Order. In the event that the Court does not approve the Proposal, the Company shall be deemed bankrupt.

PART XII RELEASES

37. As at 12:01 a.m. the Maturity Date, the Company, shall be released and discharged from any and all Claims. This release shall have no force or effect if the Company becomes bankrupt before the terms of the Proposal are fully performed.
38. As of 12:01 a.m. the Maturity Date, each and every present and former officer and director of the Company shall be released from claims against them that arose before the Date of Filing and that relate to the obligations of the Company where such persons are by law liable in their capacity as directors for the payment of such obligations, provided that nothing herein shall release or discharge any director or officer of the Company from any claims coming within the exceptions set out in section 50(14) of the Act. This release shall have no force or effect if the Company becomes bankrupt before the terms of the Proposal are fully performed.

PART XIII MISCELLANEOUS

Preferential Payments

39. Sections 95 to 101 of the Act shall not apply to any dealings by the Company at any time prior to the Date of Filing unless the Company becomes bankrupt before the terms of the Proposal are fully performed. The releases contemplated in Part XII of this Proposal include releases from all claims, actions, or remedies available to Creditors or others pursuant to Sections 95 to 101 of the Act, provided that nothing herein shall release any director of the Company from any claims coming within the exceptions set out in Section 50(14) of the Act.

Consents, Waivers and Agreements

40. On the Effective Date, all Creditors will be deemed to have consented and agreed to all of the provisions of this Proposal in its entirety. For greater certainty, each such Creditor will be deemed to have waived any default by the Company in any provision, express or implied, in any agreement existing between the Creditor and the Company that has occurred on or prior to the Date of Filing, and to have agreed that, to the extent that there is any conflict between the provisions of any such agreement and the provisions of this Proposal, the provisions of this Proposal take

precedence and priority and the provisions of any such agreement are amended accordingly.

Further Actions

41. The Company and the Creditors will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Proposal and to give effect to the transactions contemplated hereby.

Performance

42. All obligations of the Company under this Proposal will commence as of the Effective Date. All obligations of the Company under this Proposal will be fully performed for the purposes of Section 65.3 of the Act only upon the Company having made the payments to the Trustee provided for herein and a Certificate of Full Performance is issued by the Trustee to the Company and the Office of the Superintendent of Bankruptcy.

Acceleration of Payments

43. Notwithstanding the payment structure set out in Part V of this Proposal, nothing herein prevents or restricts the Company from accelerating any of the Funded Proposal Payments or from satisfying the full amount of the Funded Proposal Payments in advance of the time period contemplated in Part V of this Proposal.

Binding Effect

44. The provisions of this Proposal will be binding on the Creditors and the Company, and their respective heirs, executors, administrators, successors and assigns, upon issuance of the Approval Order after all appeal periods have expired.

PART XIV ANNULMENT OF PROPOSAL

45. If this Proposal is annulled by an order of the Court, all payments on account of Claims made pursuant to the terms of this Proposal will reduce the Claims of Creditors.

**PART XV
AMENDMENTS**

46. The Company may propose amendments to the Proposal at any time prior to the conclusion of the Creditors Meeting provided that any such amendment does not reduce the rights and benefits given to the Creditors pursuant to the Proposal before such amendment and that any and all amendments shall be deemed to be a part of and incorporated into the Proposal.

DATED at the City of Toronto, in the Province of Ontario, as of this 11th day of February 2022.

Per:  _____

Name: Mr. Raul Espin

Title: President and Director

APPENDIX “D”

**COURT FILE NO.: 31-2785327
ESTATE NO.: 31-2785327**

**TECNA CONSTRUCTION LTD.
("TECNA" or the "Company")**

**MINUTES OF FIRST MEETING OF CREDITORS
(the "Meeting")**

DATE, TIME AND LOCATION

Date: December 15, 2021

Time: 11:00 a.m.

Location: ZOOM Meeting ID 966 7567 3945

Chair: Rahn Dodick - Dodick Landau Inc. (the "Proposal Trustee")

**Secretary and
Scrutiner: Brenda McKnight – Dodick Landau Inc.**

QUORUM

The Chair established that a quorum was not obtained for this meeting.

CALL TO ORDER

The Chair declared the Meeting to order. The Attendance Sheet is attached as **Exhibit "A"**.

NOTICE OF MEETING

1. The Chair tabled, for inclusion in the minutes, the form Notice of Proposal to Creditors, Meeting of Creditors, the Proposal, the Statement of Affairs, the Report of Trustee on Proposal and the Affidavit of Mailing, all attached as **Exhibit "B"** to these minutes.

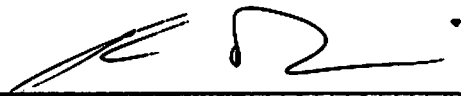
SECOND MEETING OF CREDITORS

2. As there was no quorum for the meeting of December 15, 2021, the Proposal Trustee adjourned the meeting until Thursday, February 3, 2022 at 11:00 a.m.

TERMINATION OF MEETING

3. As there was no business that could be dealt with at the Meeting, the Meeting was terminated at 11:10 a.m.

Dated at Toronto, Ontario, this 15th day of December, 2021.



Per: Rahn Dodick, Chair

**Dodick Landau Inc.
Acting as Proposal Trustee for
Tecna Construction Ltd.
and not in its personal or corporate capacity.**

EXHIBIT "A"

ATTENDANCE SHEET

IN THE MATTER OF THE PROPOSAL OF

TECNA CONSTRUCTION LTD.

CLAIMS PRESENT OR REPRESENTED AT THE FIRST MEETING OF CREDITORS
HELD ON DECEMBER 15, 2021 AT 11:00 A.M.

PRINT NAME	REPRESENTING	CLAIM AMOUNT
Rahn Dodick	Proposal Trustee - Dodick Landau Inc.	
Brenda mcknight	Secretary & Scrutineer - Dodick Landau Inc.	

APPENDIX “E”

**COURT FILE NO.: 31-2785327
ESTATE NO.: 31-2785327**

TECNA CONSTRUCTION LTD.

**MINUTES OF THE SECOND MEETING OF CREDITORS
(the "Meeting")**

DATE, TIME AND LOCATION

Date: February 3, 2022

Time: 11:00 a.m.

Location: Zoom videoconference

<https://us06web.zoom.us/j/82113735593?pwd=TXROTC9pZ0hlbXowVIZ6O3ZYN3FOU09>

**Chair and Secretary: Rahn Dodick
Dodick Landau Inc. – Trustee in Bankruptcy (the "Trustee")**

Scrutineer: Brenda McKnight – Dodick Landau Inc.

QUORUM

- 1. The Chair established that a quorum exists for the purposes of this Meeting of Creditors. The Attendance Sheet is attached as Exhibit "A". A copy of the Affidavit of Mailing, the form Notice of Proposal to Creditors, Meeting of Creditors, the Proposal, the Statement of Affairs are attached as Exhibit "B".**

GENERAL DISCUSSION

- 2. Shannon Davis of CRA attended the meeting but did not hold a proxy to act for CRA. She noted that CRA had concerns regarding the taking of dividends by Raul Espin in the year prior to the Proposal filing. Therefore a general discussion ensued.**

CRA requested information regarding the compensation paid by the company. Raul Espin answered questions to the best of his ability.

- 3. The Proposal Trustee explained the situation to the director who agreed to go to his accountant to discuss whether the dividend issued in 2021 be cancelled and to amend the corporations 2021 corporate tax return so that the funds are returned to the corporations capital account.and ask for adjustments to the income tax returns.**

ADJOURNMENT

- 4. All parties agreed to adjourn the meeting for one week in order that Mr. Espin may discuss the matter with his accountant.**

5. The Chair adjourned the Meeting at 11:25 a.m.

RE-CONVENED SECOND MEETING OF CREDITORS

DATE, TIME AND LOCATION

Date: February 11, 2022

Time: 11:00 a.m.

Location: Zoom videoconference

<https://us06web.zoom.us/j/84060226504?pwd=NFR0dkdQRzJhN1VOWTNtQVAzOWtUZz09>

Chair and Secretary: Rahn Dodick
Dodick Landau Inc. – Trustee in Bankruptcy (the “Trustee”)

Scrutineer: Brenda McKnight – Dodick Landau Inc.

6. GENERAL DISCUSSION

Shannon Davis from CRA was in attendance at the re-convened meeting and acted a proxy for CRA. A copy of the Attendance Sheet is attached to these minutes as Exhibit “C”.

Ms. Davis verified that the accountant for Tecna Construction Ltd. had made various adjustments to the 2021 corporate income tax filings thereby resolving CRAs concern regarding the issuance of dividends in the year prior to the filing of the Proposal.

The Trustee asked that Ms. Davis review an Amended Proposal, attached to these minutes as Exhibit “D”. This was brought forward as the director has health concerns and problems getting labourers, therefore he was concerned about his ability to make the payments as addressed in the original proposal. The Amended Proposal calls for \$1,000.00 per month to a maximum of \$54,000.00. The Proposal is for the original amount, the terms are simply spread out over a longer period of time.

7. VOTE

A Motion to consider a resolution to approve the Amended Proposal by the unsecured creditors was proposed at the “Creditors” Meeting (the “Resolution”) The Resolution tabled at the meeting was as follows:

“Be and it is hereby resolved to accept the Amended Proposal of Tecna Construction Ltd. dated February 11, 2022 and, if approved, the Amended Proposal and Tecna Construction Ltd. will take all necessary steps to implement the terms of the Proposal”.

A majority in number representing in excess of two-thirds in value of the unsecured creditors holding proven claims and voting in person or by proxy at the Creditors’ Meeting, or by voting

letter, voted in favour of the Resolution to approve the Amended Proposal. A copy of the Voting Summary is attached as Exhibit "E".

8. APPOINTMENT OF INSPECTORS

The chair asked the individual present at the meeting of the unsecured creditors if she would volunteer to act as Inspector on behalf of CRA. Declined.

9. TERMINATION OF MEETING

The Meeting was terminated at 11:05 a.m.

Dated at Toronto, Ontario this 11th day of February, 2022.



Per: Rahn Dodick, Chair
Dodick Landau Inc.
Acting as Proposal Trustee in the Proposal of
Tecna Construction Ltd.
and not in its personal or corporate capacity.

EXHIBIT "A"

ATTENDANCE SHEET

IN THE MATTER OF THE PROPOSAL OF

TECNA CONSTRUCTION LTD.

CLAIMS PRESENT OR REPRESENTED AT THE FIRST MEETING OF CREDITORS
HELD ON FEBRUARY 3, 2022 AT 11:00 A.M.

PRINT NAME	REPRESENTING	CLAIM AMOUNT
Rahn Dodick	PROPOSAL TRUSTEE	
Brenda MCKNIGHT	Dodick Landau Inc.	
Raul Espin	Debtor	
Shannon Davis	CRA	
Bank of montreal	c/o Bankruptcy Highway.com	

EXHIBIT "E"

District of Ontario
 Division No. 09 - Toronto
 Court No. 31-2785327
 Estate No. 31-2785327

Voting Summary

In the Matter of the Proposal of
 Tecna Construction Ltd.
 of the city of Toronto, in the Province of Ontario

Insolvency Date: 25-Nov-2021
 Estate Number: 31-2785327

Result of Voting

Class	Total #		Dollar Value of Claims		Percentage by Votes		Percentage by Value		Result		
	Votes	Yes	No	Yes	No	Yes	No	Yes	No	By Votes	By Value
	4 2	4 2	0	139,068.99	0.00	100.00	0.00	100.00	0.00	App.	App.

List of creditors

Class	Creditor Name	Type	Account #	\$ Admitted for Voting	Voted By	Vote
	BMO Bank of Montreal (formerly MBanx) c/o BankruptcyHighway.com	U	5112420001771298/BOM BK0515441	60,000.00	Letter	For
	CRA - Tax - Ontario	P	891158404RP0001	7,205.46	In Person	For
	CRA - Tax - Ontario	U	891158404RC0001	46,753.79	In Person	For
	CRA - Tax - Ontario	U	891158404RT0001	25,109.74	In Person	For

APPENDIX “F”

Tecna Construction Ltd
Weekly Cash Flow Forecast
For the period from February 26, 2022 to March 25, 2022

Week Ending	Notes	04-Mar-22	11-Mar-22	18-Mar-22	25-Mar-22	TOTAL
Receipts	2	-	-	-	-	-
Disbursements	3					
Direct Costs						-
Payroll						-
G&A Expenses						-
Professional Fees						-
Total Disbursements		-	-	-	-	-
Net Cash Flow		-	-	-	-	-
Bank Balance						
Opening Bank Balance	4	121	121	121	121	121
Add: Net Cash Flow						-
Closing Bank Balance		121	121	121	121	121

Tecna Construction Limited (“Tecna” or the “Company”)
Major Assumptions
Cash Flow Forecast
For the Period February 26, 2022 to March 25, 2022 (the “Period”)

1. Tecna’s financial projections have been prepared for the purpose of meeting the requirements of the Bankruptcy and Insolvency Act. The principal of the business (“**Principal**”) has experienced certain health challenges and as a result has not been actively working in the business. The Projection is based on the hypotheses that Tecna will not collect any revenue in the Period or be required to make any payments as there is no active business at this time.

Receipts:

2. The Proposal Trustee understands that the Principal expects to return to work later in the Period. However, receipts are expected to be collected after the Period.

Disbursements:

3. No disbursements are forecast in the Period as the Company is presently idle. Should any unplanned expenses arise that are required to be paid in the Period, such expenses will be funded by way of related party loan to Tecna.
4. The opening cash balance as of February 26, 2022 is \$121.

APPENDIX “G”

CANADA
Province of Ontario
District of: Ontario
Division No. 09 - Toronto
Court No. 31-2785327
Estate No. 31-2785327

Affidavit of Mailing

In the Matter of the Proposal of
Tecna Construction Ltd.
of the city of Toronto, in the Province of Ontario

I, Brenda McKnight, of the Trustee's office of Dodick Landau Inc., 4646 Dufferin St., Suite 6, Toronto, ON, M3H 5S4, MAKE OATH AND SAY (or AFFIRM)

That on the 28th day of February 2022, I did cause to be sent by prepaid ordinary mail to everyone on the attached mailing list and by e-file to the Office of the Superintendent of Bankruptcy, whose names and addresses appear on the paper writing marked exhibit "A" annexed hereto, a copy of: Notice of hearing of application for court approval of proposal.

And that, on the 28th day of February 2022, I mailed to the bankrupt a copy of same.



Brenda McKnight
Phone: (416) 736-4357
Fax: (416) 649-7725

SWORN (or SOLEMNLY DECLARED) before me in the city of Toronto in the Province of Ontario, this 28th day of February 2022.

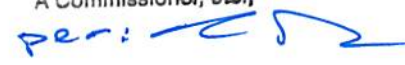


Rahn Dodick, Commissioner of Oaths
For the Province of Ontario
Expires July 20, 2023

Rahn Dodick, a Commissioner, etc.
Province of Ontario, for Dodick
Landau Inc. and Dodick Landau
Partnership, Expires July 20, 2023

Creditor Mailing List

In the Matter of the Proposal of
Tecna Construction Ltd.
of the city of Toronto, in the Province of Ontario

of Comer Knight "A"
Sworn before me this 25 day
of February, 20 22
A Commissioner, etc.,
per: 

Rahn Dodick, a Commissioner, etc.
Province of Ontario, for Dodick
Landau Inc. and Dodick Landau
Partnership, Expires July 20, 2023

Creditor Type	Name	Attention	Address
Director	Raul Espin		49 Christina Crescent Bradford ON L3Z 0B1
Preferred	CRA - Tax - Ontario *		891158404RP0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (866) 229-0839
Secured	CRA - Tax - Ontario *		891158404RP0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (866) 229-0839
Unsecured	BMO Bank of Montreal (formerly MBanx) c/o BankruptcyHighway.com		5112420001771298/BOMBK0515441 PO Box 57100 Etobicoke ON M8Y 3Y2 Fax: (416) 253-3610 bankruptcydocuments@asset.net
	CRA - Tax - Ontario *		891158404RC0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (866) 229-0839
	CRA - Tax - Ontario *		891158404RT0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (866) 229-0839
	CRA - Tax - Ontario *		891158404RP0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (866) 229-0839

* one account - one mailing

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

ASSOCIATE JUSTICE) **MONDAY, THE 21ST**
)
) **DAY OF MARCH, 2022**

IN THE MATTER OF THE PROPOSAL OF
TECNA CONSTRUCTION LTD.
OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO

ORDER
(Approving Proposal)

THIS MOTION, made by Dodick Landau Inc. in its capacity as proposal trustee (the “**Proposal Trustee**”) in the proposal (the “**Proposal**”) of Tecna Construction Ltd. (the “**Debtor**”) pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”) for an order approving a proposal was heard this day in writing.

UPON READING the First Report of the Proposal Trustee dated March 11, 2022, (the “**Report**”), including the Appendices thereto, and the Court being satisfied that the required majorities of creditors duly accepted the Amended Proposal dated February 11, 2022 (the “**Amended Proposal**”) and the terms thereof, and being satisfied that the said terms are reasonable and calculated to benefit the general body of creditors and that no offences or facts have been proved to justify the Court in withholding its approval:

1. **THIS COURT ORDERS** that the Amended Proposal, attached hereto as **Schedule “A”**, be and is hereby approved.

2. **THIS COURT ORDERS** that the Proposal Trustee and the Debtor be and are hereby authorized to take all necessary steps to implement the Amended Proposal.

SCHEDULE “A”

District of Ontario
Division No.: 09 – Toronto
Estate No. 31-2785327

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE PROPOSAL OF TECNA CONSTRUCTION LTD.
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

AMENDED PROPOSAL
(February 11, 2022)

Tecna Construction Ltd. hereby submits the following Proposal under Part III of the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*.

PART I
INTERPRETATION

Definitions

1. In this Proposal:
 - (a) “Act” means the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*, as amended.
 - (b) “Administrative Fees and Expenses” means the fees and expenses of the Trustee incidental to the NOI and the preparation and facilitation of the Proposal and any amendments thereto, including, without limitation, fees incurred by the Trustee in the administration of the Funded Proposal Payments, and the legal fees and expenses incurred by the Trustee and the Debtor before and following execution, acceptance and approval of this Proposal and in connection with the NOI and the preparation of this Proposal, as well as advice to the Debtor in connection therewith;
 - (c) “Affected Creditors” means those Creditors of the Company forming Class 1, as defined in Part III of this Proposal;
 - (d) “Approval Order” means an order of the Court approving this Proposal, to be granted pursuant to the provisions of the Act, the appeal period having

expired, and no appeal having been filed or any appeal therefrom having been dismissed and such dismissal having become final;

- (e) “Bankruptcy Reserve” means a reserve amount of \$15,000 to be held by the Trustee as security for the administrative costs of the bankruptcy of the Company, in the event that this Proposal is annulled, and the Company becomes bankrupt;
- (f) “Business Day” means a day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario;
- (g) “Certificate of Full Performance” means the certificate that the Trustee issues to the Company and to the Official Receiver pursuant to Section 65.3 of the Act;
- (h) “Claim” means any right of any Person with indebtedness, liability or obligation of any kind against the Company which indebtedness, liability or obligation is in existence at the Date of Filing, whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by surety or otherwise and whether or not such a right is executory in nature including, without limitation, the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause, chose in action, whether existing at present or commenced in the future based in whole or in part on facts which exist prior to or at the time of Date of Filing;
- (i) “Company” means Tecna Construction Ltd.;
- (j) “Court” means the Ontario Superior Court of Justice (In Bankruptcy and Insolvency);
- (k) “Court Approval Date” means the date on which the Approval Order is issued;
- (l) “Creditors” means any Person having a Claim;
- (m) “Creditors Meeting” means the meeting of the Affected Creditors called for the purpose of considering and voting upon this Proposal;
- (n) “Crown Claims” means Claims of Her Majesty in right of Canada or any province of all amounts of a kind contemplated by section 60(1.1) of the Act;
- (o) “Date of Filing” means November 19, 2021, the date on which the Company filed the its original proposal;

- (p) “Employee Preferred Claim” means a Claim by a current or former employee of the Company, or such portion of such Claim, that would be payable in priority under Subsection 136(1) of the Act;
- (q) “Effective Date” means 10 calendar days from the date of the Approval Order, unless the Approval Order is appealed, in which case the Effective Date means the later of: (i) one Business Day after the full and final determination of the appeal; and (ii) the expiry of any further appeal periods;
- (r) “Event of Default” has the meaning given to it in Part VIII of this Proposal;
- (s) “Funded Proposal Payments” shall mean funds which will be advanced to the Trustee for distribution, as set out and defined in Paragraph 16 hereof;
- (t) “Inspectors” means the inspectors appointed pursuant to Part X of this Proposal;
- (u) “Levy” means the levy imposed by the Superintendent of Bankruptcy under the Act;
- (v) “Maturity Date” means the date on which all payments to the Creditors have been made and the Certificate of Full Performance has been issued by the Trustee to the Company, provided that no Event of Default has occurred that has not been cured or waived;
- (w) “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;
- (x) “Post-Filing Crown Claims” means all Crown Claims that became due or shall become due on or after the Date of Filing;
- (y) “Post-Filing Goods and Services” means the goods supplied, services rendered, and other consideration given or provided to the Company on or after the Date of Filing;
- (z) “Pre-Filing Crown Claims” means all Crown Claims that were outstanding as at the Date of Filing;
- (aa) “Preferred Claim” means any claim that is afforded priority under Section 136(1) of the Act;
- (bb) “Preferred Creditor” means any Unsecured Creditor holding a Preferred Claim, solely in respect to that Preferred Claim;

- (cc) “Proposal” means this amended proposal dated February 11, 2022, together with any amendments or additions thereto;
- (dd) “Proposal Period” means the period between the Court Approval Date and the Maturity Date;
- (ee) “Proven” as used in relation to any Claim means such Claim as finally accepted or determined by the Trustee in accordance with the provisions of the Act and this Proposal, subject to the Creditor’s right of appeal to Court, the Court’s determination of that Claim or any applicable appeal periods having expired and no appeal having been made;
- (ff) “Secured Claim” means any Claim by a Secured Creditor, excluding the Crown Claims;
- (gg) “Secured Creditor” means a Person holding a mortgage, hypothec, pledge, charge, lien or privilege on or against the property of the Company or any part thereof as security for a Claim, but excludes the Canada Revenue Agency to the extent of its Crown Claims;
- (hh) “Trustee” means Dodick Landau Inc., solely in its capacity as proposal trustee of the Company;
- (ii) “Unsecured Claim” means the value of any Proven Claim in respect of which no Security is held; and
- (jj) “Unsecured Creditors” means those Persons with Claims in respect of which no security is held, and which is not afforded priority under Section 136(1) of the Act.

Headings

2. The division of this Proposal into parts, paragraphs and subparagraphs, and the insertion of headings herein, is for convenience of reference only and is not to affect the construction or interpretation of this Proposal.

Number, etc.

3. In this Proposal, where the context requires, a word importing the singular includes the plural and vice versa, and a word importing gender includes the masculine, feminine and neuter genders.

Date for Action

4. If 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.

Accounting Principles

5. Accounting terms not otherwise defined in this Proposal have the meanings assigned to them in accordance with generally accepted Canadian accounting principles.

PART II PURPOSE AND EFFECT OF THIS PROPOSAL

Purpose of Proposal

6. The purpose of this Proposal is to effect a restructuring of the indebtedness of the Company in the manner contemplated herein and as permitted by the Act in the expectation that all Creditors will derive a greater benefit from the restructuring and the continued operation of the business and affairs of the Company than would result from a bankruptcy of the Company.

Effect of Proposal

7. During the Proposal Period, and provided that an Event of Default has not occurred and is continuing hereunder, all Creditors will be stayed from commencing or continuing any proceeding or remedy against the Corporation or any of its property or assets in respect of a Claim including, without limitation, any proceeding or remedy to recover payment of any monies, to recover or enforce any judgment against the Company in respect of a Claim or to commence any formal proceedings against it other than as provided for under this Proposal.
8. Upon implementation of all elements of this Proposal, and the filing of the Certificate of Full Performance by the Trustee, all Claims against the Company and its directors shall be fully, finally and completely satisfied.

PART III CLASSIFICATION OF CREDITORS

9. For the purpose of this Proposal, the Creditors of the Company shall be comprised of single class, consisting of Creditors having Proven Preferred Claims and Unsecured Claims (“Class 1”), which, for greater certainty, shall include Preferred Creditors entitled to vote pursuant to the Act and claims of Her Majesty in right of Canada and any province for all amounts other than Crown Claims.

PART IV SECURED CREDITORS

10. The Company’s Secured Creditors, if any, shall be unaffected by this Proposal.

PART V
TREATMENT OF VARIOUS CLAIMS,
FUNDING OF PROPOSAL AND DISTRIBUTION

Crown Claims

11. The Company covenants and agrees to, within six months after the Effective Date, pay in full all amounts that were outstanding at the Date of Filing of a kind that could be subject to a demand under: (i) Subsection 224(1.2) of the ITA; (ii) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to s.224(1.2) of the *ITA* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalty or other amounts; or (iii) under any substantially similar provision of provincial legislation, including all amounts contemplated by Section 60(1.1) of the Act. This payment of Crown Claims (if any) will be made in addition to the Funded Proposal Payments.
12. At the Date of Filing, according to the Company, it owe's approximately \$1,500.00 to the Canada Revenue Agency for employee source deductions withheld but not remitted, including related penalties and interest calculated up to the Date of Filing.

Employee Preferred Claims

13. As at the date of the filing of the Proposal, according to the Company, there are no Employee Preferred Claims. All Proven Employee Preferred Claims, if any, shall be paid out of additional funds to be delivered by the Company to the Trustee and shall be remitted by the Trustee to the entitled claimants immediately after the Effective Date.

Preferred Claims (in addition to Employee Preferred Claims)

14. Proven Preferred Claims, other than Employee Preferred Claims (if any), which shall be satisfied pursuant to Paragraph 13 of this Proposal, shall be paid in full, without interest, out of the Funded Proposal Payments, in priority to Proven Unsecured Claims.

Unsecured Claims

15. Proven Unsecured Claims shall be paid out of the Funded Proposal Payments on a *pro rata* basis.

Funding the Proposal

16. The Company's obligation to fund the Funded Proposal Payments shall commence on May 1, 2022. The Company will cause to be paid to the Trustee payments in the form of cash instalments in the aggregate amount of \$3,000.00 every quarter,

for eighteen quarters, or fifty-four months, subject to Paragraph 17 of this Proposal (the “Funded Proposal Payments”).

17. The Funded Proposal Payments will be made until an amount is paid to the Trustee equal to the lesser of:
 - (i) 45% of the value of the Proven Claims; and
 - (ii) \$54,000.00.

For greater certainty, the amounts set out in this Paragraph 17 shall not include Crown Claims, if any, which Crown Claims will be paid in addition to the payments referred to in this paragraph.

Distributions

Payment of Employee Preferred Claims

18. Immediately following the Effective Date, the Trustee shall issue distributions out of such funds in respect of all Proven Employee Preferred Claims, if any.

Distributions to Unsecured Creditors

19. Interim distributions will be made to Unsecured Creditors with Proven Unsecured Claims when sufficient Funded Proposal Payments have, in the Trustee’s discretion, accumulated to warrant an interim distribution. The Trustee may make an interim distribution at any time and frequency as the Trustee deems appropriate in the Trustee’s discretion.
20. The Funded Proposal Payments shall be distributed by the Trustee in the following order of priority:
 - (a) first, to the Administrative Fees and Expenses;
 - (b) second, to establish the Bankruptcy Reserve, to be held in trust by the Trustee, which amount shall be used to fund the administrative costs of the bankruptcy of the Company in the event that this Proposal is annulled, and the Company becomes bankrupt, failing which such amount shall be distributed in accordance with Subparagraphs 20(c) and 20(d) of this Proposal;
 - (c) third, to Proven Claims of Preferred Creditors, other than Employee Preferred Claims which will have been satisfied out of additional funds, without interest (if any); and
 - (d) fourth, the balance of the Funded Proposal Payments shall be distributed *pro rata* among all the Unsecured Creditors on account of Proven Unsecured Claims.

Amendments to Agreements

21. Notwithstanding the terms and conditions of all agreements or other arrangements with Creditors entered into before the Date of Filing, provided that no Event of Default has occurred and is continuing hereunder, all such agreements or other arrangements will be deemed to be amended to the extent necessary to give effect to all the terms and conditions of this Proposal. In the event of any conflict or inconsistency between the terms of such agreements or arrangements and the terms of this Proposal, the terms of this Proposal will govern. All Creditors will provide such acknowledgements, agreements, discharges or other documentation as may be necessary to give effect to the intent of this Proposal.

Treatment of Claims

22. For purposes of this Proposal, each Creditor holding a Claim will receive the treatment provided for in this Proposal on account of such Claim.

PART VI POST-FILING OBLIGATIONS

Payment of Post-Filing Goods & Services

23. During the Proposal Period, all Post-Filing Goods and Services shall be paid in full in the ordinary course of business by the Company.

Post-Filing Crown Claims

24. During the Proposal Period, the Company shall remit all Post-Filing Crown Claims as and when due.

Reporting by the Company

25. During the Proposal Period, the Company shall provide to the Trustee every three months commencing on first day of the month following the month in which the Approval Order is issued, a report containing the information set out below:
 - (i) a cash flow statement for the Company's business and affairs for the prior three months; and
 - (ii) evidence of Company's filing and remittance of source deductions and HST.

PART VII
LEVY, MANDATORY PAYMENTS AND PREFERRED CLAIMS

Levy

26. The Levy, if applicable, shall be deducted by the Trustee from payments to creditors by the Trustee.

Payment of Fees and Expenses

27. The Administrative Fees and Expenses, on and incidental to the proceedings arising out of the Proposal, or in a bankruptcy, if any, shall be paid in priority to the Crown Claims, the Claims of Preferred Creditors, and the Claims of general Unsecured Creditors. The Trustee will be at liberty to withdraw and pay such Administrative Fees and Expenses at any time and from time-to-time subject to final approval by the Registrar in Bankruptcy upon completion of the Proposal. The Trustee's disbursements will be charged in addition to its fees based on the actual costs incurred and/or as allowed by tariff.

Employee Claims

28. As per Part V of this Proposal, all Proven Employee Preferred Claims will be paid in priority to other Claims as soon as reasonably possible after the Effective Date.

Preferred Claims

29. As per Part V of this Proposal, all Proven Preferred Claims (if any) are to be paid without interest in full priority to all Claims of the Unsecured Creditors including, without limitation, any entitlement of the Unsecured Creditors to the payments to be made under Part V of this Proposal.

PART VIII
EVENTS OF DEFAULT

30. The following events will constitute Events of Default for purposes of section 63 of the Act and otherwise under this Proposal:
- (a) the non-payment by the Company of any of its obligations hereunder within thirty (30) days after written notice has been given by the Trustee that such payment is past due; and
 - (b) the breach or failure by the Company to observe and perform any other covenant and provision of this Proposal, other than payment as provided for in Subparagraph 30(a) hereof which is not remedied within thirty (30) days after written notice thereof has been given to the Company by the Trustee.

**PART IX
TRUSTEE**

31. The Trustee is acting solely in its capacity as proposal trustee under the Act and not in its personal capacity and no officer, director, employee or agent of the Trustee shall incur any obligations or liabilities in connection with this Proposal or in connection with the business or liabilities of the Company.
32. Any payments made by the Trustee to Creditors hereunder shall be made by the Trustee net of any levies payable or due under the Act.

**PART X
INSPECTORS**

Appointment of Inspectors

33. At the Creditors Meeting, the Affected Creditors will be entitled to appoint one or more, but not exceeding five (5) Inspectors in total.

Powers of Inspectors

34. The Inspectors, by way of majority, will have the following powers, but will have no personal liability to the Company or other Creditors:
 - (a) the power to extend the dates the Funded Proposal Payments are due under this Proposal;
 - (b) the power to waive any default in the performance of any provision of this Proposal; and
 - (c) the power to advise the Trustee in respect of such matters as may be referred to the Inspectors by the Trustee.

**PART XI
CONDITIONS PRECEDENT**

Creditor Approval

35. The Trustee shall call a meeting of the Affected Creditors of the Company to seek creditor approval for the Proposal in the requisite majority in number and value of the classes, as set out in the Act, of each of the classes of creditors described in this Proposal. The performance of this Proposal by the Company shall be conditional upon approval of the Affected Creditors. If the Affected Creditors do not approve the Proposal, the Trustee shall report on the result of the vote as required under section 57 of the Act and the Company shall be deemed bankrupt.

Court Approval

36. In the event the Proposal is approved by the Affected Creditors the Trustee shall, within five (5) days of such approval, apply to the Court for a hearing to seek the Approval Order. The performance of this Proposal by the Company shall be conditional upon the issuance of the Approval Order. In the event that the Court does not approve the Proposal, the Company shall be deemed bankrupt.

PART XII RELEASES

37. As at 12:01 a.m. the Maturity Date, the Company, shall be released and discharged from any and all Claims. This release shall have no force or effect if the Company becomes bankrupt before the terms of the Proposal are fully performed.
38. As of 12:01 a.m. the Maturity Date, each and every present and former officer and director of the Company shall be released from claims against them that arose before the Date of Filing and that relate to the obligations of the Company where such persons are by law liable in their capacity as directors for the payment of such obligations, provided that nothing herein shall release or discharge any director or officer of the Company from any claims coming within the exceptions set out in section 50(14) of the Act. This release shall have no force or effect if the Company becomes bankrupt before the terms of the Proposal are fully performed.

PART XIII MISCELLANEOUS

Preferential Payments

39. Sections 95 to 101 of the Act shall not apply to any dealings by the Company at any time prior to the Date of Filing unless the Company becomes bankrupt before the terms of the Proposal are fully performed. The releases contemplated in Part XII of this Proposal include releases from all claims, actions, or remedies available to Creditors or others pursuant to Sections 95 to 101 of the Act, provided that nothing herein shall release any director of the Company from any claims coming within the exceptions set out in Section 50(14) of the Act.

Consents, Waivers and Agreements

40. On the Effective Date, all Creditors will be deemed to have consented and agreed to all of the provisions of this Proposal in its entirety. For greater certainty, each such Creditor will be deemed to have waived any default by the Company in any provision, express or implied, in any agreement existing between the Creditor and the Company that has occurred on or prior to the Date of Filing, and to have agreed that, to the extent that there is any conflict between the provisions of any such agreement and the provisions of this Proposal, the provisions of this Proposal take

precedence and priority and the provisions of any such agreement are amended accordingly.

Further Actions

41. The Company and the Creditors will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Proposal and to give effect to the transactions contemplated hereby.

Performance

42. All obligations of the Company under this Proposal will commence as of the Effective Date. All obligations of the Company under this Proposal will be fully performed for the purposes of Section 65.3 of the Act only upon the Company having made the payments to the Trustee provided for herein and a Certificate of Full Performance is issued by the Trustee to the Company and the Office of the Superintendent of Bankruptcy.

Acceleration of Payments

43. Notwithstanding the payment structure set out in Part V of this Proposal, nothing herein prevents or restricts the Company from accelerating any of the Funded Proposal Payments or from satisfying the full amount of the Funded Proposal Payments in advance of the time period contemplated in Part V of this Proposal.

Binding Effect

44. The provisions of this Proposal will be binding on the Creditors and the Company, and their respective heirs, executors, administrators, successors and assigns, upon issuance of the Approval Order after all appeal periods have expired.

PART XIV ANNULMENT OF PROPOSAL

45. If this Proposal is annulled by an order of the Court, all payments on account of Claims made pursuant to the terms of this Proposal will reduce the Claims of Creditors.

**PART XV
AMENDMENTS**

46. The Company may propose amendments to the Proposal at any time prior to the conclusion of the Creditors Meeting provided that any such amendment does not reduce the rights and benefits given to the Creditors pursuant to the Proposal before such amendment and that any and all amendments shall be deemed to be a part of and incorporated into the Proposal.

DATED at the City of Toronto, in the Province of Ontario, as of this 11th day of February 2022.

Per:  _____

Name: Mr. Raul Espin

Title: President and Director

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

PROCEEDING COMMENCED AT
TORONTO

ORDER
(Approval of Proposal)

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Trustee of Tecna Construction Ltd.

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD
(Approval of Proposal)

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