

Court File No. 31-2789358  
Estate No. 31-2789358

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

**IN THE MATTER OF THE PROPOSAL OF**  
**STRATICOM PLANNING ASSOCIATES INC.**  
**OF THE CITY OF TORONTO**  
**IN THE PROVINCE OF ONTARIO**

**MOTION RECORD**  
**(Approval of Proposal)**  
**(Returnable March 28, 2022)**

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Lawyers for Straticom Planning Associates  
Inc. and as agent for Dodick Landau Inc.,  
in its capacity as Proposal Trustee

**TO:** **Office of the Superintendent of Bankruptcy**  
25 St. Clair Ave, 6<sup>th</sup> Floor  
Toronto, ON M4T 1M2

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# **TAB 1**

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(IN BANKRUPTCY AND INSOLVENCY)**  
  
**IN THE MATTER OF THE PROPOSAL OF**  
**STRATICOM PLANNING ASSOCIATES INC.**  
**OF THE CITY OF TORONTO**  
**IN THE PROVINCE OF ONTARIO**

**NOTICE OF MOTION**  
**(Returnable March 28, 2022)**

**DODICK LANDAU INC.** (“**DLI**”), in its capacity as proposal trustee (the “**Proposal Trustee**”) of Straticom Planning Associates Inc. (the “**Debtor**”), will make a motion to a Registrar in bankruptcy on March 28, 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 (choose appropriate option)

- in writing under subrule 37.12.1(1) because it is unopposed  
 in writing as an opposed motion under subrule 37.12.1(4);  
 orally.

**THE MOTION IS FOR:**

1. An Order approving the Proposal of the Debtor, dated January 7, 2022 (the “**Proposal**”);

2. An Order authorizing the Proposal Trustee and the Debtor to take all steps necessary to implement the Proposal;
3. A Declaration that the Debtor meets the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222, pursuant to section 5(5) of the *Wage Earner Protection Program Act* (Canada), SC 2005, c 47, s 1 (“**WEPPA**”); and,
4. Such further and other relief as to this Court may seem just.

**THE GROUNDS FOR THE MOTION ARE:**

1. On December 9, 2021, the Debtor filed a Notice of Intention to Make a Proposal (the “**NOI**”) to its creditors, pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”), and DLI was named as the Proposal Trustee;
2. On January 7, 2022, the Proposal Trustee filed a proposal on behalf of the Debtor (the “**Proposal**”) with the Official Receiver pursuant to section 62 of the BIA;
3. On January 14, 2022, the Proposal Trustee gave notice to the Debtor, the Official Receiver, and every known creditor (whose names and addresses appear in such notice) of the calling of a meeting of the creditors (the “**Creditor’s Meeting**”) to be held on February 10, 2022, by videoconference, to consider the Proposal;
4. On February 10, 2022, at the Creditor’s Meeting, the Proposal, and the terms contained therein, was duly accepted by the required majorities of the creditors;
5. On February 17, 2022, the Proposal Trustee caused to be sent to the Official Receiver, to 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 Proposal;

6. As of March 18, 2022, all of the Debtor's employees have been terminated or have resigned, except for the Debtor's sole director, John Khajadourian, who remains retained to wind down the business operations;

### **General**

7. The terms of the Proposal are reasonable and calculated to benefit the general body of creditors;
8. All statutory requirements to the approve of the Proposal have been met;
9. No offences or facts have been proved against the Debtor that would justify the Court withholding its approval of the Proposal;
10. The Debtor meets the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222, pursuant to section 5(5) of WEPPA;
11. The relief sought is appropriate in the circumstances;
12. Sections 58 and 59 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
13. Rule 11 of the *Bankruptcy and Insolvency General Rules*, C.R.C. 1978, c. 368, as amended;
14. Sections 5(1)(b)(iv) and 5(5) of WEPPA;
15. Section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222; and
16. Such further and other grounds as counsel may advise and this Honourable Court permit.

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

- (a) First Report of the Proposal Trustee dated March 18, 2022; and,

(b) Such further and other evidence as the lawyers may advise and this Court may permit.

**DATE:** March 22, 2022

**WeirFoulds LLP**

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Suite 4100  
Toronto-Dominion Centre  
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Inc. and as agent for Dodick Landau Inc.,  
in its capacity as Proposal Trustee



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

PROCEEDING COMMENCED AT  
TORONTO

**NOTICE OF MOTION**  
**(Approval of Proposal)**  
**(Returnable March 28, 2022)**

**WeirFoulds LLP**  
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Lawyers for Straticom Planning Associates Inc. and as agent  
for Dodick Landau Inc., in its capacity as Proposal Trustee

# **TAB 2**

Court File No. 31-2789358

Estate No. 31-2789358

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

IN THE MATTER OF THE PROPOSAL OF  
STRATICOM PLANNING ASSOCIATES INC.

OF THE CITY OF TORONTO  
IN THE PROVINCE OF ONTARIO

FIRST REPORT TO COURT OF DODICK LANDAU INC.  
AS PROPOSAL TRUSTEE OF  
STRATICOM PLANNING ASSOCIATES INC.

MARCH 18, 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 Straticom Planning Associates Inc. (the “**Debtor**” or “**Straticom**”), 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 proposal (the “**Proposal**”) of the Debtor dated January 7, 2022;
  - ii. authorizing the Proposal Trustee and the Debtor to take all steps necessary to implement the Proposal; and

- iii. a declaration that the Debtor meets the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222, pursuant to section 5(5) of the *Wage Earner Protection Program Act* (Canada), SC 2005, c 47, s 1 (“**WEPPA**”).
2. The Proposal has been developed to affect a restructuring of the business and affairs of Straticom with the expectation that all existing creditors will derive a greater benefit from the completion of the restructuring than would result from a liquidation of Straticom’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](http://www.dodick.ca) for purposes of the Debtor’s motion returnable February 28, 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 December 9, 2021, (the **“Filing Date”**) Straticom filed with the Official Receiver a Notice of Intention to Make a Proposal (**“NOI”**) to its creditors pursuant to section 50.4 of the BIA and named DLI as Proposal Trustee.
  - ii. On January 7, 2022, pursuant to section 62 of the BIA, Straticom filed with the Official Receiver a proposal (the **“Proposal”**).
  - iii. On January 14, 2022, 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 meeting of creditors (the **“Creditor’s Meeting”**) to be held on February 10, 2022, by video conference to consider the Proposal.
  - iv. With such notice was included a condensed statement of the assets and liabilities of Straticom, 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 notice and creditor’s package is attached hereto as **Appendix “A”**.
  - v. Prior to the Creditor’s 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.
  - vi. The Creditor’s Meeting was held on February 10, 2022 via video conference, at 11:00 a.m. and was presided over by Mr. Rahn Dodick of the Proposal Trustee.

- vii. As described further below under the heading “Creditor’s Meeting”, the Proposal was accepted by the required majority of creditors at the meeting.
- viii. Copies of the minutes of the Creditor’s Meeting (with only the attendance sheet and voting register appended) are attached as **Appendix “B”**.
- 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 the Trustee’s Report to Creditors included in the creditor’s package (**Appendix “A”**), which included background information on Straticom, 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 Proposal, the Company will cause to be paid to the Proposal Trustee approximately 40% of the value of Proven Claims by taking the following steps:
  - a. An initial payment of \$20,000 to be held in trust for distribution;
  - b. Until the Funding Date (defined below), Straticom will continue to make commercially reasonable efforts to collect on its receivables (in respect of services rendered prior to the Filing Date) and such collections shall be paid to the Proposal Fund, subject to any trust claims to be asserted pursuant to Part II of the Construction Act (Ontario), if applicable;
  - c. On or before the Funding Date, Straticom will arrange for Windrock Associates Ltd., Brookfield Holdings Canada Inc. and Royal LePage Real Estate Holdings Ltd. (the “**Deferring Creditors**”) to direct the Proposal Trustee in writing to defer any distributions to which the Deferring Creditors are entitled under this Proposal, and to pay such distributions back to the Proposal Fund (defined below) for distribution in accordance with this Proposal; and
  - d. Provided Straticom is not in default under the terms of the Proposal, on or before 90 days after the Effective Date (“**Funding Date**”), if necessary, the Proposal Sponsor shall make a payment to the Proposal Fund sufficient to make the Proposal Fund equal to the lesser of:

- (i) 40% of the value of Proven Claims (excluding the Claims of the Deferring Creditors); and
  - (ii) \$106,338 ("**Proposal Fund**"). Royal LePage Commercial Real Estate Holdings Ltd. ("**Royal LePage**"), has committed to be the Proposal Sponsor and has provided the Proposal Trustee with an executed Acknowledgement and Acceptance letter wherein Royal LePage formally acknowledges and accepts the obligations of the Proposal Sponsor.
- 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.

## **RELEASES**

- 10. The Proposal provides for a release of claims against the Debtor's directors and officers. The Proposal Trustee understands that the sole director of the Debtor, Mr. John Khajadourian (the "**Director**"), agreed to continue to oversee the winding down of the business of the Debtor, including the completion of outstanding projects and collections of accounts receivable. In addition, the Director has personally arranged for the commitment and support of the Proposal Sponsor and the Deferring Creditors. The Proposal Trustee understands that but for the release of claims as against the Director, these aspects which enhance the Proposal for Unsecured Creditors would no longer be available. As a result, the Proposal Trustee supports the release of claims as against the directors and officers of the Debtor as contemplated in the Proposal, save and except for those types of claims referred to in subsection 50(14) of the BIA.

## **CREDITORS' MEETING**

- 11. For purposes of considering, and voting on, the Proposal, and receiving a distribution pursuant to the Proposal, the Creditors of the Debtor were comprised of a single class, consisting of Creditors having unsecured claims ("**Class 1**").

12. 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.
13. At the Creditors' Meeting, Mr. Dodick acted as the chair (the "**Chair**") and Ms. Brenda McKnight acted as the scrutineer (the "**Scrutineer**") and as secretary.
14. The Scrutineer reported that a quorum was present at the Creditors' Meeting and accordingly, the Chair declared that the Creditors' Meeting was properly constituted.
15. The motion to consider a resolution to accept the Proposal 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 Proposal of Straticom Planning Associates Inc. dated January 7, 2022 and, if approved, the Proposal Trustee and Straticom Planning Associates Inc. will take all necessary steps to implement the terms of the Proposal."

16. The Scrutineer tabulated the results of the vote and the Chair reported the results, at the Creditor's Meeting. The Creditors entitled to vote at the Creditor's Meeting voted on the Resolution to approve the Proposal as follows:

	<b>For</b>		<b>Against</b>	
	<b>#</b>	<b>\$</b>	<b>#</b>	<b>\$</b>
Creditors having a voting claim voting in person, by proxy or by voting letter	9	\$483,044.70	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 Creditors' Meeting, or by voting letter, voted in favour of the Resolution to approve the Proposal.



## APPROVAL OF THE PROPOSAL

18. The BIA requires the 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 Proposal.
19. As described in greater detail in the Trustee's Report to Creditors at Appendix "A", the 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 Canada Revenue Agency ("**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 are no known claim amounts in respect of Crown Priority Claims;
  - ii. Secured Creditors are not affected Creditors for the purposes of the Proposal. For greater certainty, the Debtor acknowledges and agrees that the loan from Royal LePage is not affected by 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. As at the Filing Date, Employee Preferred Claims are estimated to be in the range of \$5,000 to \$10,000;
  - iv. As required under the BIA, Preferred Claims, including Employee Preferred Claims, if any, shall be paid in full, without interest, in priority to Unsecured Claims; and
  - v. Landlords shall be entitled to file a proof of claim, as Unsecured Creditor, for the actual losses resulting from the disclaimer of any lease agreement, including a sublease.

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 thirteen-week cash flow forecast for the period March 1, 2022 to April 4, 2022 ("**Cash Flow Forecast**"). A copy of the Cash Flow Forecast is attached hereto as **Appendix "C"** to this Report. The Cash Flow Forecast has been prepared by Management of the Debtor for the purpose of this motion, using probable and hypothetical assumptions set out in notes 1 to 6 attached to the Cash Flow Forecast. The Cash Flow Forecast reflects receipts and disbursements to be received or paid over the five-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 Proposal, approved by the requisite majorities of Affected Creditors, 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.
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 Proposal is approved by the Court.
29. During the NOI period, the Debtor worked diligently with the Proposal Trustee to prepare the Proposal, as well as to manage costs and continue operations. The Debtor is working diligently to complete the Proposal.

## REQUEST FOR WEPPA TO APPLY

30. Straticom's restructuring proceeding is an orderly liquidation and wind-down of its business operations. As of the date of this Report, all employees of Straticom have been terminated or have resigned, except for the Director who remains retained to wind down the business operations. In addition, on December 30, 2021, Straticom delivered a Notice to Lessor to Disclaim or Resiliate a Lease by Commercial Tenant pursuant to subsection 65.2 of the BIA (the "**Disclaimer**"). The lessor did not oppose the Disclaimer and it became effective on February 28, 2022.
31. As a result, pursuant to subsection 5(5) of WEPPA, the Proposal Trustee seeks a determination from the Court that all of Straticom's employees have been terminated other than the Director retained to wind down its business operations such that Straticom meets the criteria prescribed by section 3.2 of the WEPPA regulation.

## NOTICE OF HEARING OF THE APPLICATION

32. On February 17, 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 "D"** is a true copy of the Affidavit of Mailing of Brenda McKnight, together with a copy of the Notice.

## CONCLUSION AND RECOMMENDATION

33. 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.
34. 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.
35. It is the Proposal Trustee's further opinion, as is described in greater detail in the Trustee's

Report to Creditors, that the Proposal is of general benefit to the creditors of the Debtor and will allow for a greater recovery to them than they would receive in a liquidation of the Debtor.

36. In view of the foregoing, the Proposal Trustee respectfully recommends that this Court:

- i. grant an order to approve the Proposal;
- ii. authorize the Proposal Trustee to take all steps necessary to implement the Proposal; and
- iii. declare that the Debtor meets the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222, pursuant to section 5(5) of the *Wage Earner Protection Program Act* (Canada), SC 2005, c 47, s 1 (“**WEPPA**”).

Yours very truly,

**DODICK LANDAU INC.**

**In its capacity as the Proposal Trustee of  
Straticom Planning Associates Inc. 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. 31-2789358  
Estate No. 31-2789358

## **CREDITOR PACKAGE**

# **STRATICOM PLANNING ASSOCIATES INC. 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. 31-2789358  
Estate No. 31-2789358

## **TABLE OF CONTENTS**

### **STRATICOM PLANNING ASSOCIATES INC.**

#### **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

January 14, 2022

## CREDITOR PACKAGE

### To the Creditors of Straticom Planning Associates Inc., (“Straticom” or the “Company”)

Please be advised that on January 7, 2022, Dodick Landau Inc., in its capacity as Proposal Trustee (the “**Proposal Trustee**”) of the Estate of Straticom Planning Associates Inc. filed with the Official Receiver a proposal in the name, and on behalf, of Straticom Planning Associates Inc. (the “**Proposal**”).

The reason you are receiving this letter and the enclosed creditor information (“**Creditor Package**”) is because Straticom advised the Proposal Trustee that you are a creditor of Straticom 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 10<sup>th</sup> day of February, 2022 at 11:00 a.m. The Zoom link is as follows:**

<https://us06web.zoom.us/j/81125544491?pwd=WUVodzVyQ3Y4N0dES3MrQkhrQIZ3UT09>

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 10, 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](mailto:brenda.mcknight@dodick.ca)). Should you need further assistance, you may contact our office by telephone at 416-645-0542.

Properly completed Proofs of Claim not received at the Proposal Trustee's office prior to the start of the February 10, 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.

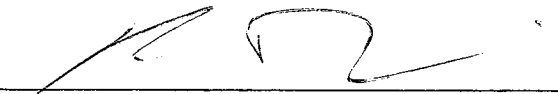
**Please refer to the Trustee's Report on the Proposal. Please note that the Proposal Trustee is recommending that creditors vote in favour of the Proposal for the reasons as noted in the report.**

To access further information pertaining to the Straticom proceedings, including an electronic copy of the Creditor Package, and link to the February 10, 2022 meeting, please visit the Trustee's website (<http://dodick.ca/public-documents/>).

## **DODICK LANDAU INC.,**

Proposal Trustee of the estate of Straticom Planning Associates Inc.  
**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 **Straticom Planning Associates Inc.** has informed the Proposal Trustee that you are one of their creditors.
- Please note that a Meeting of Creditors will be held on February 10, 2022 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](mailto:brenda.mcknight@dodick.ca)**



# **NOTICE OF PROPOSAL**



District of: Ontario  
Division No.: 09 – Toronto  
Court No. 31-2789358  
Estate No. 31-2789358

FORM 92  
Notice of Proposal to Creditors  
(Section 51 of the Act)

In the matter of the Proposal of  
Straticom Planning Associates Inc.  
of the city of Toronto, in the Province of Ontario

Take notice that Straticom Planning Associates Inc., of the City of Toronto, in the Province of Ontario had lodged with us 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 herewith.

A general meeting of the creditors will be held on the 10<sup>th</sup> day of February, 2022 at 11:00 a.m. The meeting will be held by Zoom videoconference at:

<https://us06web.zoom.us/j/81125544491?pwd=WUVodzVyQ3Y4N0dES3MrQkhrQIZ3UT09>

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, proxies and voting letters intended to be used at the meeting must be lodged with us prior to commencement of the meeting.

Dated at the city of Toronto in the Province of Ontario, this 14th day of January, 2022.

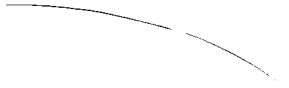
Dodick Landau Inc. – Licensed Insolvency Trustee



4646 Dufferin St., Suite 6

Toronto, ON M3H 5S4

Phone: (416) 645-0542 Fax: (416) 649-7725



# **PROPOSAL**






**ACKNOWLEDGMENT AND ACCEPTANCE**

The undersigned acknowledges the terms of the Proposal in the form attached hereto as Schedule "A" and subject to the approval of the creditors and by the Court, accepts the obligations of the Sponsor set out therein.

Date: January 7, 2022

**ROYAL LEPAGE COMMERCIAL  
REAL ESTATE HOLDINGS LTD.**

Per:



\_\_\_\_\_  
Name: Kathy Sarpash

Title: Vice President & Secretary



District of Ontario  
Division No.: 09 – Toronto  
Estate No. 31-2789358

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

IN THE MATTER OF THE PROPOSAL OF  
STRATICOM PLANNING ASSOCIATES INC.  
OF THE CITY OF MISSISSAUGA, IN THE PROVINCE OF ONTARIO

**PROPOSAL**  
(January 7, 2022)

Straticom Planning Associates Inc. 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, its lawyers (if any) and the Company’s lawyers, 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 Company 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 Company 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 \$20,000 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 Straticom Planning Associates Inc.;
- (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) **“Creditor”** 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 December 9, 2021, the date on which the Company filed the NOI;

- (p) **“Deferring Creditors”** mean Windrock Associates Ltd., Brookfield Holdings Canada Inc. and Royal LePage Commercial Real Estate Holdings Ltd.;
- (q) **“Director”** means John Khajadourian, who is the sole director of the Company;
- (r) **“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;
- (s) **“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;
- (t) **“Event of Default”** has the meaning given to it in Part VIII of this Proposal;
- (u) **“Funding Date”** means the date that is 90 calendar days after the Effective Date;
- (v) **“Inspectors”** means the inspectors appointed pursuant to Part X of this Proposal;
- (w) **“Landlord”** means Corner Store Films Inc.;
- (x) **“Landlord Claim”** means the claim of the Landlord arising in relation to the disclaimer of sublease agreement dated August 20, 2020;
- (y) **“Levy”** means the levy imposed by the Superintendent of Bankruptcy under the Act;
- (z) **“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;
- (aa) **“NOI”** means the Notice of Intention to Make a Proposal filed by the Company on December 9, 2021;
- (bb) **“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;
- (cc) **“Post-Filing Crown Claims”** means all Crown Claims that became due or shall become due on or after the Date of Filing;

- (dd) **“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;
- (ee) **“Pre-Filing Crown Claims”** means all Crown Claims that were outstanding as at the Date of Filing;
- (ff) **“Preferred Claim”** means any Claim that is afforded priority under Section 136(1) of the Act;
- (gg) **“Preferred Creditor”** means any Creditor holding a Preferred Claim, solely in respect to that Preferred Claim;
- (hh) **“Proposal”** means this proposal dated January 7, 2022, together with any amendments or additions thereto;
- (ii) **“Proposal Fund”** means those amounts to be paid pursuant to this Proposal for distribution to the Creditors by the Trustee in accordance with the terms of this Proposal;
- (jj) **“Proposal Period”** means the period between the Court Approval Date and the Maturity Date;
- (kk) **“Proposal Sponsor”** means Royal LePage Commercial Real Estate Holdings Ltd.;
- (ll) **“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;
- (mm) **“Receivables”** means accounts receivable of the Company in respect of services provided before the Filing Date;
- (nn) **“Secured Claim”** means any Claim by a Secured Creditor, excluding the Crown Claims;
- (oo) **“Secured Creditor”** means a Person holding a mortgage, hypothec, pledge, charge, or lien 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;
- (pp) **“Trustee”** means Dodick Landau Inc., solely in its capacity as proposal trustee of the Company;
- (qq) **“Unsecured Claim”** means the value of any Proven Claim in respect of which no Security is held; and

- (rr) **“Unsecured Creditors”** means those Persons with Claims in respect of which no security is held and who are not afforded priority under Section 136(1) of the Act, and includes the Landlord.

#### **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. In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day that is a Business Day.

#### **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 Company and the Director or any of their 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 the Director 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 the Landlord, 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 shall be unaffected by this Proposal to the extent of the value of their Secured Claims.

### 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 Crown Claims that were outstanding as at the Date of Filing. This ~~payment of Crown Claims (if any) will be made from funds outside of the Proposal Fund.~~
12. At the Date of Filing, according to the Company, it does not owe any amount 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, the aggregate Employee Preferred Claims are estimated to be in the range of \$5,000 and \$10,000. All Proven Employee Preferred Claims shall be paid out of funds outside of the Proposal Fund to be delivered by the Company to the Trustee and shall be remitted by the Trustee to the entitled claimants (if any) 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.

**Landlord Claim**

15. The Landlord may file a proof of claim for the actual losses resulting from the disclaimer of the Sublease, if any.
16. The Landlord shall be included in Class 1.

**Unsecured Claims**

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

**Funding the Proposal**

18. The Company's Proposal to Unsecured Creditors is to pay approximately 40% of the value of Proven Claims to be distributed *pro rata* by taking the following steps after the Effective Date:
- (a) On the Effective Date, the Company will make an initial payment of \$20,000.00 to the Trustee to be held in trust for distribution in accordance with this Proposal (the "Proposal Fund").
  - (b) Until the Funding Date, the Company will continue to make commercially reasonable efforts to collect on the Receivables, which collections shall be paid to the Proposal Fund, subject to Part II of the *Construction Act* (Ontario), if applicable.
  - (c) On or before the Funding Date, the Company will arrange for the Deferring Creditors to direct the Trustee in writing to defer any distributions to which the Deferring Creditors are entitled under this Proposal, and to pay such distributions back to the Proposal Fund for distribution in accordance with this Proposal.
  - (d) Provided that the Company is not in default under the terms of this Proposal, on or before the Funding Date, if necessary, the Proposal Sponsor shall make a payment to the Proposal Fund sufficient to make the Proposal Fund equal to the lesser of:
    - (i) 40% of the value of Proven Claims (excluding the Claims of the Deferring Creditors). For greater certainty, the value of Proven

Claims used in this paragraph also does not include the value of Crown Claims or Employee Preferred Claims, if any; and,

(ii) \$106,338.00.

### **Distributions**

#### *Payment of Employee Preferred Claims*

19. Immediately following the Effective Date, the Trustee shall issue distributions in respect of all Proven Employee Preferred Claims, which distributions shall not be from the Proposal Fund.

#### *Distributions to Unsecured Creditors*

20. Following the Funding Date, the Trustee may make interim distributions to Unsecured Creditors with Proven Unsecured Claims at any time and frequency as the Trustee deems appropriate in the Trustee's discretion. Final distribution from the Proposal Fund shall be made at such time as the Trustee deems appropriate.
21. The Proposal Fund shall be distributed by the Trustee in the following order of priority:
- (a) first, to any outstanding 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 21(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 Proposal Fund shall be distributed *pro rata* among the Unsecured Creditors on account of Proven Unsecured Claims (excluding the Claims of Deferring Creditors).

### **Amendments to Agreements**

22. 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**

23. 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**

24. 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**

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

#### **Reporting by the Company**

26. 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**

27. The Levy, if applicable, shall be deducted by the Trustee from payments to Creditors by the Trustee.

#### **Payment of Fees and Expenses**

28. The Administrative Fees and Expenses incurred on, and incidental to, the proceedings arising out of the Proposal, or in a bankruptcy, if any, shall be paid by the Company 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**

29. 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**

30. 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**

31. 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 31(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**

32. 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.
33. 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**

34. 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**

35. 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 any of the dates in this Proposal by which certain events must be performed by the Company or the Trustee, as may be permissible under the Act;
  - (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**

36. 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**

37. 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**

38. 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.
39. As of 12:01 a.m. the Maturity Date, the Director and 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, including without limitation, claims under Part II of the *Construction Act* (Ontario), 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**

40. 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**

41. 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**

42. 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**

43. 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**

44. 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**

45. 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**

46. 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**

47. 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.

[SIGNATURES APPEAR ON NEXT PAGE]



**DATED** at the City of Toronto, in the Province of Ontario, as of this 7<sup>th</sup> day of January 2022.

**STRATICOM PLANNING ASSOCIATES INC.**

Per:



---

Name: John Khajadourian

Title: President



# **REPORT ON PROPOSAL**



IN THE MATTER OF THE PROPOSAL OF  
STRATICOM PLANNING ASSOCIATES INC.  
OF THE CITY OF TORONTO  
IN THE PROVINCE OF ONTARIO

REPORT OF PROPOSAL TRUSTEE ON PROPOSAL

JANUARY 14, 2022

INTRODUCTION

1. On December 9, 2021 ("**Filing Date**"), Straticom Planning Associates Inc. (the "**Debtor**" or "**Straticom**") filed with the Official Receiver a Notice of Intention to Make a Proposal ("**NOI**") to its creditors and named Dodick Landau Inc. as Proposal Trustee (the "**Proposal Trustee**"). Attached as **Appendix "A"** is the Certificate of Filing of the NOI of the Debtor.
2. On January 7, 2022, pursuant to section 62 of the Bankruptcy and Insolvency Act ("**BIA**"), the Debtor filed with the Official Receiver a proposal (the "**Proposal**"). Enclosed as **Appendix "B"** is a copy of the Certificate of Filing of a Proposal.
3. The purpose of this report (the "**Report**") is to provide information to the creditors of the Debtor (the "**Creditors**") to assist in their evaluation of the Proposal.
4. The Proposal has been developed to effect a restructuring of the Debtor with the expectation that all existing Creditors will derive a greater benefit from the completion of the restructuring than would result from a liquidation of the Debtor's assets in a bankruptcy proceeding.
5. **A meeting of the Creditors to consider the Proposal will be held by video conference on Thursday February 10, 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 this Report, will be mailed to each known Creditor, or their duly appointed representative and will be available on the Proposal Trustee's website (www. [https://dodick.ca/public\\_documents/straticom-planning-associates-inc/](https://dodick.ca/public_documents/straticom-planning-associates-inc/)).**

## **DISCLAIMER**

6. In preparing this Report, the Proposal Trustee has relied upon certain unaudited, draft and/or internal financial information, Straticom's books and records, discussions with the management of Straticom ("**Management**") and information from other third-party sources (collectively, the "**Information**").
7. 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 (the "**CPA Handbook**") and, accordingly, the Proposal Trustee expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.
8. 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 CPA 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 may be material.
9. 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.
10. Unless otherwise stated, all monetary amounts contained herein are in Canadian dollars.

## **BACKGROUND**

### *Operations*

11. Straticom is an interior design firm which offers solutions to businesses that are looking to redesign their workspaces.

### *Causes of Financial Difficulties*

12. Prior to the onset of the COVID-19 pandemic in March 2020, Straticom was a profitable business and was cash flow positive. Since the onset of the COVID-19 pandemic, the Debtor has faced serious financial challenges. The extended provincial lockdowns and the requirements for employees to work from home has resulted in a rapid decline in the demand for Straticom's services and devastated the Debtor's primary market of corporate office interior design. Ongoing limited occupancy of offices and the declining demand for new or expanded office space has left the Debtor unable to meet its obligations as they come due. For a period of time the Federal government provided direct financial support to Straticom by way of its rent and wage subsidy programs but once these programs ended in fall 2021, the Debtor had no choice but to start to wind down its operations and ultimately to file its NOI.

### *Financial Results*

13. Straticom's unaudited financial statements, indicate that for its fiscal years ended December 31, 2020 and December 31, 2021 it:
  - i) Incurred net losses from operations of approximately \$9,000 and \$150,000, respectively; and
  - ii) had total debt of approximately \$866,000 and \$873,000, respectively.

## **SECURED AND UNSECURED CREDITORS**

### **Secured Creditors**

14. As at the Filing Date, Straticom was indebted to Royal LePage Real Estate Holdings Ltd. in the amount of \$200,000 in respect of a loan secured by a general security agreement dated July 21, 2014.

### *Crown Priority Claims*

15. As of the date of this Report, Straticom is current in remitting post filing payroll source deductions as well as filing its respective returns to the Canada Revenue Agency ("**CRA**"). As at the Filing Date, Straticom is not aware of any amounts owed to CRA for employee source deductions withheld but not remitted.

## Unsecured Creditors

### *Employee Priority Claims*

16. As of the date of this Report, Straticom is aware of aggregate employee claims in the range of \$5,000 and \$10,000 that would be payable in priority under Subsection 136(1) of the BIA ("**Employee Priority Claims**").

### *Preferred Creditors*

17. As of the date of this Report, Straticom is not aware of any other creditors with a Preferred Claim.

### *Unsecured Trade Creditors*

18. According to Straticom's Statement of Affairs, Straticom's unsecured debt totaled approximately \$518,000 ("**Unsecured Creditors**"). The unsecured indebtedness is owed to approximately 25 known unsecured creditors.

## THE PROPOSAL

### *Class*

19. For the purpose of the Proposal, the Creditors of the Debtor are comprised of one class of creditors.
20. For greater certainty, the Creditors entitled to vote consist of Unsecured Creditors (i.e., holding claims without priority under the BIA) including landlords, 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 Creditors in the Proposal*

21. **Crown Priority Claims**, if any, will be paid in full, with only payment of Administrative Fees and Expenses and the Bankruptcy Reserve being paid in priority to such amounts. The Proposal provides that proven Crown Priority Claims will be remitted from funds in addition to the Proposal Fund (defined further herein) to be delivered by the Debtor to the Proposal Trustee ("**Additional Funds**") and delivered by the Proposal Trustee to the CRA, or the province, as applicable, within six months of the Court approving the Proposal ("**Approval Order**"). At the Filing Date, according to Management, Straticom does not owe any amount 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.

22. **Secured Creditors** are unaffected by this Proposal to the extent of their value of their Secured Claims.
23. **Employees with Preferred Claims** shall be entitled to vote and are paid from Additional Funds and shall be remitted by the Proposal Trustee to the entitled claimants 10 calendar days from the date of Court approval ("**Effective Date**") (unless the Approval Order is appealed). As at the Filing Date, Employee Preferred Claims are estimated to be in the range of \$5,000 to \$10,000.
24. **Creditors with Preferred Claims** shall be entitled to vote and are paid in full without interest out of the Proposal Fund, in priority to Proven Unsecured Creditors, in accordance with the scheme of distribution set forth in the BIA.
25. **Landlords** shall be entitled to vote and may file a proof of claim, as an Unsecured Creditor, for the actual losses resulting from the disclaimer of any lease agreement, including a sublease.
26. **Unsecured Creditors** shall be entitled to vote and after satisfaction of any Preferred Claims, will be paid out of the Proposal Fund on a *pro rata* basis as provided for in paragraph 17 of the Proposal and summarized below.


*Funding the Proposal*

27. Upon full satisfaction of the Crown Priority Claims and Employee Preferred Claims and after the Effective Date, the Debtor will cause to be paid to the Proposal Trustee approximately 40% of the value of Proven Claims by taking the following steps:
  - i) An initial payment of \$20,000 to be held in trust for distribution;
  - ii) Until the Funding Date (defined below), Straticom will continue to make commercially reasonable efforts to collect on its receivables (in respect of services rendered prior to the Filing Date) and such collections shall be paid to the Proposal Fund, subject to any trust claims to be asserted pursuant to Part II of the Construction Act (Ontario), if applicable;
  - iii) On or before the Funding Date, Straticom will arrange for Windrock Associates Ltd., Brookfield Holdings Canada Inc. and Royal LePage Real Estate Holdings Ltd. (the "**Deferring Creditors**") to direct the Proposal Trustee in writing to defer any distributions to which the Deferring Creditors are entitled under this Proposal, and to pay such distributions back to the Proposal Fund for distribution in accordance with this Proposal; and

iv) Provided Straticom is not in default under the terms of the Proposal, on or before 90 days after the Effective Date ("**Funding Date**"), if necessary, the Proposal Sponsor shall make a payment to the Proposal Fund sufficient to make the Proposal Fund equal to the lesser of:

- a) 40% of the value of Proven Claims (excluding the Claims of the Deferring Creditors); and
- b) \$106,338 ("**Proposal Fund**").

28. Royal LePage Commercial Real Estate Holdings Ltd. ("**Royal LePage**"), has committed to be the Proposal Sponsor and has provided the Proposal Trustee with an executed Acknowledgement and Acceptance letter wherein Royal LePage formally acknowledges and accepts the obligations of the Proposal Sponsor.

29. The Proposal Trustee has verbally confirmed with the Deferring Creditors that each have agreed to support this Proposal by forgoing their *pro rata* share of the Proposal Fund. Prior to the Creditors' Meeting, the Proposal Trustee understands that the Debtor will provide written agreements from each Deferring Creditor consenting to the deferral and redirecting any distributions back to the Proposal Fund. In total the Deferring Creditor's claims total approximately \$355,000 and as a result of their deferral, the distribution to creditors will more than double .

#### *Distributions in the Proposal*

##### *Crown Priority Claims and Employee Priority Claims*

30. In accordance with the terms of the Proposal, the Proposal Trustee shall issue distributions out of Additional Funds in respect of all Proven Crown Priority Claims (if any) and Employee Priority Claims.

##### *Unsecured Creditors*

31. In accordance with the terms of the Proposal, the Proposal Fund shall be used by the Proposal Trustee to distribute to Preferred Creditors (if any) on account of their Preferred Claims and the Proposal Trustee shall distribute the remaining amount to the Unsecured Creditors (except for the Deferring Creditors) on a *pro-rata* basis.

32. All distributions made by the Proposal Trustee pursuant to the Proposal are subject to the Superintendent's Levy in accordance with the BIA.

33. For further clarity, the Proposal Fund, will be distributed by the Proposal Trustee in the following order of priority:



- i) *Administrative Fees and Expenses* - To fund any residual administrative fees and expenses, if any, of the Proposal Trustee, including the legal fees of the Proposal Trustee and the Debtor that relate to the Proposal proceeding.
- ii) *Bankruptcy Reserve* - To establish a reserve of \$20,000 to be held in trust by the Proposal Trustee, which amount shall be used to fund the administrative costs of a bankruptcy of the Debtor in the event that the Proposal is annulled, and the Debtor 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 Priority Claims which will have been satisfied out of Additional Funds without interest.
- iv) *Proven Claims of Unsecured Creditors* – The remainder will be distributed *pro rata* among the Unsecured Creditors on account of Proven Unsecured Claims (excluding Claims of Deferring Creditors).

#### *Reporting by the Debtor*

- 34. During the Proposal period, the Debtor shall provide to the Proposal Trustee every three months commencing on the 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 Debtor's actual cash flow for the business for the prior three months; and
  - ii) evidence of the Debtor's filing and remittance of source deductions (if applicable) and HST.

## OVERVIEW OF THE DEBTOR'S WEEKLY CASH FLOW FORECAST

35. The Debtor, with the assistance of the Proposal Trustee, has prepared a cash flow forecast for the period from December 6, 2021 to March 6, 2022 ("**Cash Flow Forecast**"). A copy of the Cash Flow Forecast is attached hereto as **Appendix "C"** to this Report. The Cash Flow Forecast has been prepared by Management of the Debtor for the purpose of this motion, 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 thirteen-week forecast period in Canadian dollars.
36. The Cash Flow Forecast projects that the Debtor will have sufficient liquidity to fund its expenses in the Proposal proceeding through to March 6, 2022.
37. 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.
38. 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.
39. As described 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.
40. 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 A LIQUIDATION

### Liquidation Analysis

41. As discussed above, Straticom will be winding down its operations early in 2022. In the event that the Proposal is not accepted by the Creditors and the Debtor is deemed bankrupt, the following liquidation analysis represents the estimated value of the Debtor's assets should there be an immediate bankruptcy rather than a gradual wind down.

### Summary of Estimated Liquidation Value

As at January 7, 2022

(000's)

	Notes	Total
<b>Receipts</b>		
Cash	1	34,588
Accounts Receivable	2	60,000
Furniture and fixtures	3	-
<b>Total Receipts</b>		<b>94,588</b>
<b>Disbursements</b>		
Employee costs	4	10,000
<b>Total Disbursements</b>		<b>10,000</b>
<b>Net Cash Flow from Liquidation</b>		<b>\$ 84,588</b>

### Notes:

- 1) Cash on hand as at January 7, 2021.
- 2) Management has reviewed its existing accounts receivable balances and has determined that approximately \$80,000 of receivables are collectible in respect of those accounts where invoices have been rendered and the majority of deliverables have been issued to customers. However, in the event of bankruptcy an orderly wind down which is currently ongoing will not be able to continue and likely even the \$80,000 in 'good receivables' will need to be discounted in order for a Trustee in bankruptcy to be able to collect on them. Accordingly the analysis assumes that a 25% discount will need to be offered to compensate for any work not yet completed by Straticom, to cover certain subcontractors that will need to be paid once the applicable receivable is collected and to generally be able to collect in a timely collection.
- 3) No value is attributed to the office furniture and fixtures as there is an excess supply of used office furniture in the market at this time.
- 4) In order to be able to collect receivables and to assist with customer negotiations the Trustee in bankruptcy expects to retain a representative of Management for a period of two weeks at a cost of \$10,000.

## Estimated Recovery – Proposal vs. Liquidation Scenarios

42. The following chart (which is rounded to the nearest thousands of dollars) sets out the expected recovery to the Secured Creditors, and the Unsecured Creditors under a Liquidation/Bankruptcy scenario and the Proposal scenario. As summarized below, the net estimated recovery to:

- i) the Unsecured Creditors in a Liquidation/Bankruptcy scenario is **NIL** versus approximately **36%** in the Proposal scenario; and
- ii) Secured Creditors in a Liquidation/Bankruptcy Scenario is approximately **35%** versus **NIL** in the Proposal scenario.

<u>Estimated Recovery in a Liquidation Scenario</u>		<u>Estimated Recovery in a Proposal Scenario</u>	
Liquidation Value of Assets	85	Proposal Fund (note 1)	106
Less: Estimated Professional fees and expenses (note 3)	(15)	Less: Secured Claim to be filed (note 2)	n/a
Less: Secured Claim to be filed (note 2)	<u>(200)</u>	Gross amount available to Preferred and Unsecured Creditors	106
Shortfall to Secured Creditors	<u>(130)</u>	Less: Estimated Professional fees and expenses (note 3)	(5)
Gross amount available for Preferred Creditors	<u>n/a</u>	Less: Superintendent's Levy (note 4)	(5)
Net amount available for Unsecured Creditors	<u>NIL</u>	Net amount available for Preferred and Unsecured Creditors	96
Estimated Claims of Unsecured Creditors (note 5)	<u>618</u>	Estimated Claims of Preferred Creditors	n/a
Estimated Recovery to Unsecured Creditors	<u>NIL</u>	Net amount available for Unsecured Creditors	<u>96</u>
Estimated Recovery to Secured Creditor (note 2)	<u>35%</u>	Estimated Claims of Unsecured Creditors (note 5)	<u>263</u>
		Estimated Recovery to Unsecured Creditors	<u>36%</u>
		Estimated Recovery to Secured Creditor (note 2)	<u>n/a</u>

*Notes to Liquidation vs. Proposal Scenarios:*

1. *For the purposes of the above analysis the Proposal Fund has been estimated at \$106,000 and is to be received by the Proposal Trustee on or before 100 days from the granting of Court Approval, in accordance with the terms of the Proposal. However, the proposal fund amounts may differ based on the actual value of Proven Unsecured Claims once all are received by the Proposal Trustee.*

*In accordance with the terms of the Proposal, the Debtor will pay to the Proposal Trustee a Proposal Fund that is equal to the lesser of: (i) 40% of the value of the Proven Unsecured Claims and (ii) \$106,338.*

2. *In a proposal scenario, the Secured Creditor will receive no distributions pursuant to this Proposal as it is an Unaffected Creditor. However, if there is a bankruptcy, the Secured Creditor will be paid first, after payment to the Trustee in Bankruptcy for fees/disbursements (as explained below). The Secured Creditor is estimated to recover 35% of its loan.*

3. *This amount represents a provision for the estimated professional fees triggered by the bankruptcy proceedings. In the case of a bankruptcy, it is assumed that the Secured Creditor would permit professional fees to be paid out of the liquidation value of the assets. In the case of a proposal, professional fees include the cost of administering the proposal before and after Court approval, over and above the retainer received by the Proposal Trustee prior to the start of the administration, and would be paid from the Proposal Fund.*
4. *The Superintendent's Levy is applicable to payments made to Secured, Preferred (if any) and Unsecured Creditors and is calculated as 5% of each payment. In the bankruptcy scenario it is assumed that a parallel receivership would be commenced by the Secured Creditor to realize on its security which would result in no levy being withheld or remitted on realization of its security interest.*
5. *In the Proposal Scenario it is assumed that the Deferring Creditors will direct the Proposal Trustee in writing to defer any distributions to which the Deferring Creditors are entitled under this Proposal, and to pay such distributions back to the Proposal Fund. As such, after removing the Deferring Creditors, approximately \$263,000 of unsecured creditors remain. For illustration purposes only, if the value of the claims of Deferring Creditors are included, the value of Unsecured Claims will be approximately \$618,000 which would have the impact of diluting the distributions.*

## **CREDITOR'S MEETING/VOTING PROCEDURE AND CLASSES OF CREDITORS**

### *Creditor's Meeting/Voting Procedure*

43. **The Creditor's Meeting to consider the Proposal will be held by video conference on February 10, 2022 at 11:00 a.m. (Toronto Time). Details relating to the filing of claims, and other documents, prior to the Creditor's Meeting, are outlined below and will be mailed to each known Creditor, or their duly appointed representative.**
44. The primary purpose of the Creditor's 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 each creditor class by dollar value, and more than 50% of each creditor class by number, must vote in favour of the Proposal at the Creditor's Meeting either in person, by proxy or by mailing a voting letter to the Proposal Trustee in advance of the Creditor's Meeting. Only Creditors who actually vote are counted for the purpose of determining whether the necessary thresholds have been reached. Creditors related to the Debtor may not vote for the Proposal.
45. **To be eligible to vote on the Proposal, Creditors must have filed with the Proposal Trustee, prior to the commencement of Creditor's Meeting, a secured or 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 Creditors' Meeting may complete and submit the voting letter which is enclosed in the creditor package prior to the Creditor's 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 Creditor's Meeting. If the Proposal is not accepted by the required majorities of Secured and Unsecured Creditors, the Debtor will be deemed bankrupt.**

46. If the Proposal is accepted by the required statutory majorities in each class as referenced above, the Proposal Trustee will then make an application to the Court for approval of the Proposal. If the Court provides such approvals, 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 Debtor and its directors and officers other than for the distributions provided in the Proposal.
47. The Proposal provides for a release of claims against the Debtor's directors and officers. The Proposal Trustee understands that the sole director of the Debtor, Mr. John Khajadourian (the "**Director**"), agreed to continue to manage the business of the Debtor, including the completion of outstanding projects and collections of accounts receivable. In addition, the Director has personally arranged for the commitment and support of the Proposal Sponsor and the Deferring Creditors. The Proposal Trustee understands that but for the release of claims as against the Director, these aspects which enhance the Proposal for Unsecured Creditors would no longer be available. As a result, the Proposal Trustee supports the release of claims as against the directors and officers of the Debtor as contemplated in the Proposal, save and except for those types of claims referred to in subsection 50(14) of the BIA.
48. The Proposal does not compromise the following Creditor Claims:
  - i) Claims for goods and/or services delivered to the Debtor on or after the Filing Date, December 9, 2021;
  - ii) Crown Priority Claims; and
  - iii) Proven Claims of Preferred Creditors, payable in priority to all claims of Unsecured Creditors in accordance with the scheme of distribution set forth in the BIA.
49. Distributions to Creditors will be made as described in the "Distribution" section of this Report.

## **ALTERNATIVES TO THE PROPOSAL**

50. At the Creditor's 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 Debtor being deemed bankrupt.
51. For the reasons described above, the Proposal Trustee is of the view that the Proposal Scenario, will produce a more favourable result for the Creditors of the Debtor than would the liquidation sale of the assets in a bankruptcy.

## **CONDUCT OF THE DEBTOR**

### *Preference Transactions and Transfers at Undervalue*

52. 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 under the operation of those provisions. Accordingly, the Proposal Trustee has not undertaken a detailed review for possible preference transactions or transfers at undervalue.
53. 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 found to be void through Court proceedings.

### *Conduct Post-Filing*

54. Pursuant to Section 50(10) of the BIA, the Proposal Trustee is required to monitor the affairs of the Debtor until the Proposal is approved by the Court.
55. During the NOI period, the Debtor worked diligently with the Proposal Trustee to prepare its Proposal. In the view of the Proposal Trustee, the Debtor and its Management have acted in accordance with the required duties and obligations imposed on the Debtor and its Management under the BIA.

## **CREDITORS' CLAIMS**

56. To date, no proofs of claim in the Proposal have been received by the Proposal Trustee.



## **PREVIOUS BUSINESS DEALINGS WITH STRATICOM**

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

## **SUMMARY COMMENTS/RECOMMENDATION**

58. 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 Straticom than they would receive in a bankruptcy proceeding; and
- ii) acceptance of the Proposal is in the best interest of the Unsecured Creditors. If the Proposal is rejected by the Unsecured Creditors, Straticom will be deemed automatically bankrupt.

59. Accordingly, the Proposal Trustee recommends that the Creditors vote in favour of the Proposal.

Yours very truly,

### **DODICK LANDAU INC.**

In its capacity as the Proposal Trustee of  
Straticom Planning Associates Inc.  
and not in its personal or corporate capacity.

Per:



---

**Rahn Dodick, CPA, CA, CIRP, LIT**  
**President**



## **APPENDIX "A"**





Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of Ontario  
Division No. 09 - Toronto  
Court No. 31-2789358  
Estate No. 31-2789358

In the Matter of the Notice of Intention to make a proposal of:

**Straticom Planning Associates Inc.**

Insolvent Person

**DODICK LANDAU INC.**

Licensed Insolvency Trustee

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Date of the Notice of Intention:

December 09, 2021

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CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL  
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: December 09, 2021, 09:59

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

**Canada**



## **APPENDIX "B"**







**Industry Canada**  
**Office of the Superintendent**  
**of Bankruptcy Canada**

**Industrie Canada**  
**Bureau du surintendant**  
**des faillites Canada**

District of Ontario  
 Division No. 09 - Toronto  
 Court No. 31-2789358  
 Estate No. 31-2789358

In the Matter of the Proposal of:

**Straticom Planning Associates Inc.**

Debtor

**DODICK LANDAU INC.**

Licensed Insolvency Trustee

Date of Proposal:	January 07, 2022	Security:	\$
Meeting of Creditors:	February 10, 2022, 11:00 4646 Dufferin Street, Suite 6 Toronto, Ontario Canada,		
Chair:	Trustee		

CERTIFICATE OF FILING OF A PROPOSAL - Section 62

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that:

- a proposal in respect of the aforementioned debtor was filed under section 62 of the *Bankruptcy and Insolvency Act*.

The aforementioned trustee is required:

- to provide to me, without delay, security in the aforementioned amount; and
- to send to all creditors, at least ten days prior to the meeting, a notice of a meeting of creditors, which will be held at the aforementioned time and place.

E-File/Dépôt Electronique

Date: January 10, 2022, 07:39

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

**Canada**



## **APPENDIX "C"**



**Stratcom Planning Associates Inc.**  
**Weekly Cash Flow Forecast**  
 For the period from December 6, 2021 to March 6, 2022

Week Ending	06-Dec-21	13-Dec-21	20-Dec-21	27-Dec-21	03-Jan-22	10-Jan-22	17-Jan-22	24-Jan-22	31-Jan-22	07-Feb-22	14-Feb-22	21-Feb-22	28-Feb-22	TOTAL
<b>Receipts</b>	23,403	500	28,037	44,507	13,216	21,128	24,178	21,178	21,178	21,178	21,178	21,178	21,178	197,578
<b>Disbursements</b>														
Payroll	20,684			15,610		18,919	8,770	7,000						150,294
Company Cars	1,275			1,275				1,375						3,325
CSA Expenses	700		285	1,550			500	1,800						15,500
Professional Fees				5,000			5,000							10,000
<b>Total Disbursements</b>	22,664	1,275	2,285	17,235	18,819	14,270	9,275							159,728
<b>Net Cash Flow</b>	7,739	(1,775)	25,752	27,272	(5,603)	6,858	14,903	11,903	11,903	11,903	11,903	11,903	11,903	37,850
<b>Bank Balance</b>														
Opening Bank Balance	55,382	51,091	56,616	22,544	39,506	39,506	62,809	80,035	42,564	89,292	36,017	80,017	72,695	51,382
Add: Net Cash Flow	2,709	(1,775)	26,031	(1,138)	27,301	12,216	2,359	4,908	19,271	17,521	17,521	17,521	17,521	4,042
<b>Closing Bank Balance</b>	58,091	56,616	52,144	39,506	39,506	80,025	81,384	89,202	80,017	80,017	80,017	80,017	80,017	59,424

This statement of forecast cash flow of Stratcom Planning Associates Inc. is prepared in accordance with section 504 (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 17th day of December, 2021.

Derek Lindell Inc.



John Dodson, CFA, CA, CRP, UT

Per:

  
 Stratcom Planning Associates Inc.  
 Joint Liquidator / Managing Principal



**Straticom Planning Associates Inc. (“Straticom” or the “Company”)**  
Major Assumptions  
Cash Flow Forecast  
For the Period December 6, 2021 to March 6, 2022 (the “Period”)

1. Straticom’s financial projections (the “**Projection**”) have been prepared for the purpose of meeting the requirements of the Bankruptcy and Insolvency Act. The Projection is based on the hypotheses that Straticom will be winding down its operations early in 2022 and will generate sufficient cash flow during this Period to meet its operational needs in the Period.

**Receipts:**

2. Straticom’s forecasted receipts include the collection of existing accounts receivables as well as the collection of receipts in respect of ongoing work being completed in the Period by the Company. No receipts in respect of any new customer contracts are forecast in the Period. The cash flow forecast assumes that the Company will be able to collect its receivables based on historic payment terms. Total receipts also include approximately \$33,000 of funds impressed with a trust in respect of engineering, architectural and other related project related professional services. These amounts will be paid to these professionals in full in the Period.

**Disbursements:**

3. Payroll includes amounts for five salaried employees and two independent consultants. Over the course of the Period the number of employees will decrease from five employees to three employees. Other payroll costs include estimated source deduction remittances in the Period, vacation pay, benefits and a year-end bonus.
4. Occupancy fees are on account of monthly insurance payments. The Company has leased office space in Toronto (the “**Office**”) and has paid rent for December 2021. When the Company entered into its lease it provided two months of prepaid rent. The Company intends to request that its landlord apply this prepayment against the rent that will be owing for January and February 2022 and as such there is no provision for rent in the Projection. By the end of February 2022 the Company anticipates vacating its Offices.
5. General and administrative expenses include general office expenses, equipment leases, and a quarterly HST installment due at the end of February.
6. Professional Fees include legal fees that are expected to be paid through the Proposal as well as other general corporate matters. A retainer was received by the Proposal Trustee in advance of the start of the proceeding.
7. The opening cash balance as of December 6, 2021 is \$55,382.





# **STATEMENT OF AFFAIRS**



District of: Ontario  
 Division No. 09 - Toronto  
 Court No. 31-2789358  
 Estate No. 31-2789358

Original  Amended

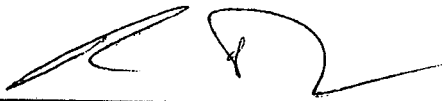
-- Form 78 --  
 Statement of Affairs (Business Proposal) made by an entity  
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)  
 In the Matter of the Proposal of  
 Straticom Planning Associates Inc.  
 of the city of Toronto, in the Province of Ontario

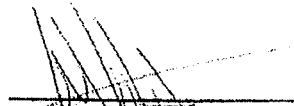
To the debtor:  
 You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 7th day of January 2022. When completed, this form and the applicable 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" .....	532,088.98	1. Inventory .....	0.00
Balance of secured claims as per list "B" .....	85,935.94	2. Trade fixtures, etc. ....	1.00
Total unsecured creditors .....	618,024.92	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B" .....	114,064.06	Good .....	79,476.77
3. Preferred creditors as per list "C" .....	2,001.00	Doubtful .....	67,271.78
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for .....	0.00	Bad .....	1.00
Total liabilities .....	734,089.98	Estimated to produce .....	79,476.77
Surplus .....	NIL	4. Bills of exchange, promissory note, etc., as per list "F" .....	0.00
		5. Deposits in financial institutions .....	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, RRFs, 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" .....	34,586.29
		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 .....	114,064.06
		Deficiency .....	620,025.92

I, Hovig John Khajadourian, of the city of Toronto 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 7th day of January 2022 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 7th day of January 2022.

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

  
 Hovig John Khajadourian

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

District of: Ontario  
 Division No. 09 - Toronto  
 Court No. 31-2789358  
 Estate No. 31-2789358

FORM 78 - Continued


List "A"  
 Unsecured Creditors

Straticom Planning Associates Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	A. W. Hooker Associates Ltd.	22265 Upper Middle Road East, Suite 400 Oakville ON L6H 0G5	16,385.00	0.00	16,385.00
2	Arkadin Canada	c/o TH0005, P.O. Box 4269, Stn. A Toronto ON M5W 5V2	94.87	0.00	94.87
3	Astley Gilbert Limited	42 Camforth Road Toronto ON M4A 2K7	117.07	0.00	117.07
4	Bank of Nova Scotia	61 Front Street West, 4th Floor Toronto ON M5H 1E5	40,000.00	0.00	40,000.00
5	Blackwell	1310 - 134 Peter St Toronto ON M5V 2H2	3,242.36	0.00	3,242.36
6	Brookfield Holdings Canada Inc.	181 Bay Street, Suite 300 Toronto ON M5J 2T3	245,000.00	0.00	245,000.00
7	CanadaVoip Corp	422 North Rivermede Road, Unit 5 Concord ON L4K 3R5	295.60	0.00	295.60
8	K.O. & Partners Ltd.	333 Denton Street, Unit 15 Markham ON L3R 2Z4	3,051.00	0.00	3,051.00
9	Karen Glen	554 - 155 Dalhousie St Toronto ON M5B 2P7	280.00	0.00	280.00
10	Magdalena Trzos	2200 Lakeshore Blvd. W., Unit 2303 Toronto ON M8Z 1A4	4,000.00	0.00	4,000.00
11	Millard & Company	366 Adelaide Street West, Suite 102 Toronto ON M5V 1R7	672.35	0.00	672.35
12	Paradigm Architecture and Design	2198 Gerrard Street East Toronto ON M4E 2C7	6,582.25	0.00	6,582.25
13	Quasar Consulting Group Inc.	250 Rowntree Dairy Rd Woodbridge ON L4L 9J7	51,467.53	0.00	51,467.53
14	R.J. McKee	1785 Woodward Drive Ottawa ON K2C 0P9	3,195.08	0.00	3,195.08
15	Reliable Office Cleaners	1877 Avenue Road, Suite 202 Toronto ON M5M 4A4	429.40	0.00	429.40
16	Rogers Cable c/o FCT Default Solutions Attr: Insolvency Department	PO Box 2514, Stn B London ON N6A 4G9	208.99	0.00	208.99
17	Royal LePage Commercial Real Estate Holdings Ltd.	P. O. Box 762 181 Bay Street, Suite 300 Toronto ON M5J 2T3	0.00	85,935.94	85,935.94
18	Shimmerman Penn LLP	1000 - 30 St. Clair Avenue West Toronto ON M4V 3A1	5,056.75	0.00	5,056.75
19	Smith & Andersen Consulting Engineers Attr: Ann Halsloes	1100 - 100 Sheppard Ave., E. Toronto ON M2N 6N5	6,149.88	0.00	6,149.88
20	The Hild Group, Inc.	200 - 155 Gordon Baker Road Toronto ON M2H 3N5	97,072.65	0.00	97,072.65
21	The Mitchell Partnership, Inc.	285 Yorkland Blvd. Willowdale ON M2J 1S5	7,910.00	0.00	7,910.00
22	Ultimate Software	400 - 144 Bloor St. West Toronto ON M5S 1M4	1,021.52	0.00	1,021.52
23	What El's Creative	16 Dallimore Circle, Suite 401 North York ON M3C 4C4	9,887.50	0.00	9,887.50
24	Windrock Associates Ltd.	82 Elsfield Road Toronto ON M8Y 3R8	24,320.73	0.00	24,320.73

07-Jan-2022

Date

  
 Hovig John Khajadourian

District of: Ontario  
Division No. 09 - Toronto  
Court No. 31-2789358  
Estate No. 31-2789358

FORM 78 -- Continued


List "A"  
Unsecured Creditors

Stratcom Planning Associates Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
25	Zeidler Architecture	300, 640 - 8 Avenue SW Calgary AB T2P 1G7	5,648.45	0.00	5,648.45
Total:			532,088.98	85,935.94	618,024.92

07-Jan-2022

Date



Hovig John Khajadourian

District of: Ontario  
 Division No. 09 - Toronto  
 Court No. 31-2789358  
 Estate No. 31-2789358

FORM 78 - Continued

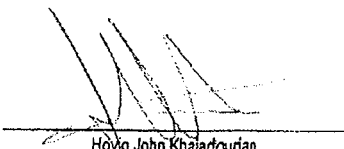
List "B"  
 Secured Creditors

Stralcom Planning Associaes Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Royal Lepago Commercial Real Estate Holdings Ltd.	P. O. Box 762 181 Bay Street, Suite 300 Toronto ON M5J 2T3	200,000.00	Debts Due - Business - Accounts Receivable	25-Jul-2014	79,476.77		
				Other - Cash on Hand	25-Jul-2014	34,586.29		85,935.94
				Business Assets - Trade Fixtures - Furniture, Fixtures and Equipment	25-Jul-2014	1.00		
			Total:			114,064.06	0.00	85,935.94

07-Jan-2022

Date

  
 Hong John Khajadourian

District of: Ontario  
Division No. 09 - Toronto  
Court No. 31-2789358  
Estate No. 31-2789358

FORM 78 -- Continued

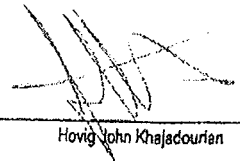
List "C"  
Preferred Creditors for Wages, Rent, etc.

Straticom Planning Associates Inc.

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
1	Kristen Slade	30 Delattaye Avenue Aurora ON L4G 7T8			1.00	0.00	1.00
2	Magdalena Trzos	2200 Lakeshore Blvd. W., Unit 2303 Toronto ON M8Z 1A4			2,000.00	0.00	2,000.00
Total:					2,001.00	0.00	2,001.00

07-Jan-2022

Date



Hovig John Khajadourian

District of: Ontario  
Division No. 09 - Toronto  
Court No. 31-2789358  
Estate No. 31-2789358

FORM 78 -- Continued


List "D"  
Contingent or Other Liabilities

Stratcom Planning Associates Inc.

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		

07-Jan-2022

Date



Hovig John Khajadourian



District of: Ontario  
 Division No. 09 - Toronto  
 Court No. 31-2789358  
 Estate No. 31-2789358

FORM 78 - Continued

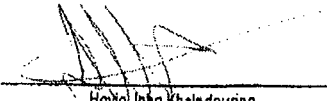
List "E"  
 Debts Due to the Debtor

Stratcom Planning Associates Inc.

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
1	Accounts Receivable	.	Accounts Receivable	79,476.77 67,271.78 1.00		01-Jan-2021	79,476.77	No security
Total:				79,476.77 67,271.78 1.00			79,476.77	

07-Jan-2022

Date

  
 Hovig John Khajadourian

District of: Ontario  
Division No. 09 - Toronto  
Court No. 31-2789358  
Estate No. 31-2789358

FORM 78 - Continued

List "F"


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

Stratcom Planning Associates Inc.

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	

07-Jan-2022

Date

  
Hovig John Khajadourian

District of: Ontario  
Division No. 09 - Toronto  
Court No. 31-2789358  
Estate No. 31-2789358

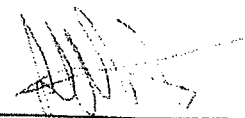
FORM 78 - Continued

List "G"  
Real Property or Immovables Owned by Debtor  
Stralicom Planning Associates Inc.

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

07-Jan-2022

Date



Hovig John Khajadourian

District of: Ontario  
 Division No. 09 - Toronto  
 Court No. 31-2789358  
 Estate No. 31-2789358

FORM 78 - Concluded

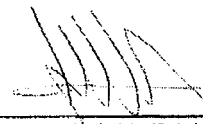
List "H"  
 Property

Stratcum Planning Associates Inc.  
 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.		Furniture, Fixtures and Equipment	0.00	1.00
(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		Cash on Hand	0.00	34,586.29
			Total:	34,587.29

07-Jan-2022

Date



Hovig John Khajadourian

Court No. 31-2789358

File No. 31-2789358

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In the Matter of the Proposal of  
Straticom Planning Associates Inc. of  
the city of Toronto, in the Province of  
Ontario

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

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Trustee: Rahn Dodick  
License: 3276  
Email: rahn.dodick@dodick.ca

Dodick Landau Inc. - Licensed Insolvency  
Trustee

---

4646 Dufferin St., Suite 6  
Toronto ON M3H 5S4  
Phone: (416) 645-0542 Fax: (416) 649-7725



# **PROOF OF CLAIM WITH INSTRUCTIONS**





# DODICK LANDAU

## PROOF OF CLAIM FORM 31

IN THE MATTER OF THE PROPOSAL OF **Straticom Planning Associates Inc.** (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 Notice of Intention to Make a Proposal, namely **December 9, 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  
\$ \_\_\_\_\_.



**FORM 31  
PAGE TWO  
PROOF OF CLAIM**

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

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

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 (December 9, 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](mailto:brenda.mcknight@dodick.ca)



**PROXY**





District of: Ontario  
Division No. 09 – Toronto  
Court No. 31-2789358  
Estate No. 31-2789358

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

In the Matter of the Proposal of  
Straticom Planning Associates Inc.  
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](mailto: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. 31-2789358  
Estate No. 31-2789358

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

In the Matter of the Proposal of  
Straticom Planning Associates Inc.  
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  
Straticom Planning Associates Inc., to record my vote \_\_\_\_\_ (for or against) the  
acceptance of the Proposal as made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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](mailto:brenda.mcknight@dodick.ca)



# **APPENDIX “B”**

**COURT FILE NO.: 31-2789358**

**ESTATE NO.: 31-2789358**

**Straticom Planning Associates Inc.**

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

**DATE, TIME AND LOCATION**

**Date:** February 10, 2022

**Time:** 11:00 a.m.

**Location:** By Zoom videoconference

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

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

**QUORUM**

The Chair established that a quorum existed.

**CALL TO ORDER**

All parties attending by videoconference stated their names. An attendance sheet was created based on the responses of the individuals in the conference and is attached as Exhibit "A".

The Chair discussed the changes in conducting a Meeting of Creditors. Due to the Covid-19 pandemic this meeting is being held via videoconference for all parties.

**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.



## **FUNDING OF PROPOSAL**

2. The Proposal Trustee outlined the terms of the Proposal, the order of distribution and the recovery potential to creditors. The Proposal Trustee referred attendees to the Trustee's Report to the Creditors on the Proposal and provided an overview of the Proposal filed by the Company.

## **QUESTIONS ABOUT THE PROPOSAL**

3. The floor was opened to questions by the Proposal Trustee. There were no questions from creditors.

## **REPORT ON ATTENDANCE**

4. The Scrutineer provided a report on attendance and advised the Meeting that there were 6 proven creditors on the videoconference. The total unsecured claim amount for the 6 proven creditors was \$456,882.37.

## **VOTING ON PROPOSAL**

5. A Motion to consider a resolution to approve the 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 Proposal of Nationwide Manufacturing Limited dated January 7, 2022, and, if approved, the Proposal Trustee and Straticom Planning Associates Inc. will take the necessary steps to implement the terms of the proposal.

A copy of the Voting Summary is attached to these Minutes and noted as Exhibit "C". As the Proposal was approved by the Unsecured Creditors, legal counsel will, within 5 days, proceed to the Court for a date for Court Approval.

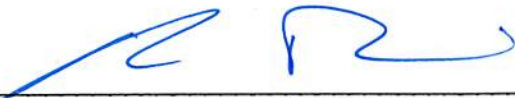
## **APPOINTMENT OF INSPECTORS**

6. The Chair asked the individuals present at the meeting of the unsecured creditors whether anyone would volunteer to act as Inspector. There were no volunteers.

## **TERMINATION OF MEETING**

7. As there was no further business brought before the Meeting, the Meeting was terminated at 11:35 a.m.

Dated at Toronto, Ontario, this 10th day of February, 2022.



---

Rahn Dodick, CPA, CA, CIRP, LIT

President

Dodick Landau Inc.

Acting as Proposal Trustee for

Straticom Planning Associates Inc.

and not in its personal or corporate capacity.

**EXHIBIT "A"**

ATTENDANCE SHEET

Page 1 of 2

IN THE MATTER OF THE PROPOSAL OF

STRATICOM PLANNING ASSOCIATES INC.  
 CLAIMS PRESENT OR REPRESENTED AT THE FIRST MEETING OF CREDITORS  
 HELD ON FEBRUARY 10, 2022 AT 11:00 A.M.

PRINT NAME	REPRESENTING	CLAIM AMOUNT
Rahn Dodick	Proposal Trustee -	Dodick Landau Inc.
Brenda McKnight	Dodick Landau Inc.	
B. Kristen Slade		
Magdalena Trzos		
Glenn Macmillan	Brookfield Holdings	Canada Inc.
Magnus Clarke	Paradigm Architecture & Design	
Raquel Insa	Quasar Consulting Group Inc.	
Glenn Macmillan	Royal LePage Commercial Real Estate Holdings Ltd.	



**EXHIBIT "C"**

District of Ontario  
 Division No. 09 - Toronto  
 Court No. 31-2789358  
 Estate No. 31-2789358

**Voting Summary**

**In the Matter of the Proposal of  
 Straticom Planning Associates Inc.  
 of the city of Toronto, in the Province of Ontario**

Insolvency Date: 07-Jan-2022  
 Estate Number: 31-2789358

**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
	9	9	0	483,044.70	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
	A. W. Hooker Associates Ltd.	U		16,385.00	Letter	For
	B. Kristen Slade	U/P		7,716.36	Letter	For
	Brookfield Holdings Canada Inc.	U		246,574.71	Letter	For
	Magdalena Trzos	U/P		5,967.54	Letter	For
	Paradigm Architecture and Design	U	#3007/3081/3192	6,582.25	Letter	For
	Quasar Consulting Group Inc.	U		55,450.78	Letter	For
	R.J. McKee	U		3,195.08	Letter	For
	Royal Lepage Commercial Real Estate Holdings Ltd.	U		131,285.48	Letter	For
	What El's Creative	U		9,887.50	Letter	For

# **APPENDIX “C”**



**Straticom Planning Associates Inc.**  
**Weekly Cash Flow Forecast**  
**For the period from March 1, 2022 to April 4, 2022**

<b>Week Ending</b>	<b>Notes</b>	<b>07-Mar-22</b>	<b>14-Mar-22</b>	<b>21-Mar-22</b>	<b>28-Mar-22</b>	<b>04-Apr-22</b>	<b>TOTAL</b>
<b>Receipts</b>	2	-	2,355	2,500	2,500	-	7,355
<b>Disbursements</b>							
Occupany Costs	3	-	1,444	-	-	-	1,444
G&A Expenses	4	-	13	1,500	2,000	2,200	5,713
Professional Fees	5	-	-	-	17,000	-	17,000
<b>Total Disbursements</b>		-	1,457	1,500	19,000	2,200	24,157
<b>Net Cash Flow</b>		-	898	1,000	(16,500)	(2,200)	-16,803
<b>Bank Balance</b>							
Opening Bank Balance	6	16,928	16,928	17,826	18,826	2,326	16,928
Add: Net Cash Flow		-	898	1,000	(16,500)	(2,200)	(16,803)
<b>Closing Bank Balance</b>		16,928	17,826	18,826	2,326	126	126

**Straticom Planning Associates Inc. (“Straticom” or the “Company”)**

Major Assumptions

Cash Flow Forecast

For the Period March 1, 2022 to April 4, 2022 (the “**Period**”)

1. Straticom’s financial projections (the “**Projection**”) have been prepared for the purpose of meeting the requirements of the Bankruptcy and Insolvency Act. The Projection is based on the hypotheses that Straticom will be completing the wind down of its operations in the near term and will generate sufficient cash flow during this Period to meet its operational needs in the Period.

**Receipts:**

2. Straticom’s forecasted receipts include the collection of the Company’s remaining accounts receivables.

**Disbursements:**

3. Occupancy fees are in respect of insurance payments.
4. General and administrative expenses include costs in respect of the wind down of Straticom’s operations including waste removal, bank fees and other sundry expenses.
5. Professional Fees include legal fees that are expected to be paid in respect of the Proposal as well as other general corporate matters. A retainer was received by the Proposal Trustee in advance of the start of the proceeding.
6. The opening cash balance as of February 28, 2022 is \$16,928.

# **APPENDIX “D”**

CANADA  
Province of Ontario  
District of: Ontario  
Division No. 09 - Toronto  
Court No. 31-2789358  
Estate No. 31-2789358

Affidavit of Mailing

In the Matter of the Proposal of  
Straticom Planning Associates Inc.  
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 17th day of February 2022, I did cause to be sent by prepaid ordinary mail to all of the known creditors of the above named bankrupt 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 17th 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 17th 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

This is Exhibit A to the Affidavit  
of B. McKnight  
Sworn before me this 17th day  
of February, 2022  
[Signature]  
A Commissioner, etc.,

In the Matter of the Proposal of  
Straticom Planning Associates Inc.  
of the city of Toronto, in the Province of Ontario

Creditor Type	Name	Attention	Address
Director	Hovig John Khajadourian		82 Elsfield Road Toronto ON M8L 1A4 John@strati.com
Preferred	B. Kristen Slade		c/o Denise Loader 34 Carriage Walk Aurora ON L4G 7J7 kristen.slade@hotmail.com
	Magdalena Trzos		2200 Lakeshore Blvd. W., Unit 2303 Toronto ON M8V 1A4 mtrzos@live.com
Secured	Royal Lepage Commercial Real Estate Holdings Ltd.		P. O. Box 762 181 Bay Street, Suite 300 Toronto ON M5J 2T3
Unsecured	A. W. Hooker Associates Ltd.		22265 Upper Middle Road East, Suite 400 Oakville ON L6H 0G5 Fax: (905) 823-5111 mprollamante@awhooker.com
	Arkadin Canada		c/o TH0005, P.O. Box 4269, Stn. A Toronto ON M5W 5V2 nttec.ar-noram@global.ntt
	Astley Gilbert Limited		42 Carnforth Road Toronto ON M4A 2K7 maryl@astleygilbert.com
	B. Kristen Slade		c/o Denise Loader 34 Carriage Walk Aurora ON L4G 7J7 kristen.slade@hotmail.com
	Bank of Nova Scotia		61 Front Street West, 4th Floor Toronto ON M5H 1E5
	Blackwell Bowick Partnership Limited	J. David Bowick	1310 - 134 Peter St Toronto ON M5V 2H2 cmates@blackwell.ca
	Brookfield Holdings Canada Inc.		181 Bay Street, Suite 300 Toronto ON M5J 2T3 kimberley.hackett@brookfield.com
	Canadavoip Corp		422 North Rivermede Road, Unit 5 Concord ON L4K 3R5 accounting@cdnvoip.com
	K.O. & Partners Ltd.		333 Denison Street, Unit 15 Markham ON L3R 2Z4 Fax: (905) 940-0128 office@kostructeng.com
	Karen Glen		554 - 155 Dalhouse St. Toronto ON M5B 2P7 kmglen@rogers.com
	Magdalena Trzos		2200 Lakeshore Blvd. W., Unit 2303 Toronto ON M8V 1A4 mtrzos@live.com

**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  
Straticom Planning Associates Inc.  
of the city of Toronto, in the Province of Ontario

Creditor Type	Name	Attention	Address
Unsecured	Millard & Company		366 Adelaide Street West, Suite 102 Toronto ON M5V 1R7 lori@millardco.ca
	Paradigm Architecture and Design	James L. Sa'd	#3007/3081/3192 2198 Gerrard Street East Toronto ON M4E 2C7 contact@paradigm-ad.com
	Quasar Consulting Group Inc.		250 Rowntree Dairy Rd Woodbridge ON L4L 9J7 accounting@quasarcg.com
	R.J. McKee		1785 Woodward Drive Ottawa ON K2C 0P9 Fax: (613) 723-9584 liz.mcmartin@mckeeottawa.ca
	Reliable Office Cleaners		1977 Avenue Road, Suite 202 Toronto ON M5M 4A4 azulea433@gmail.com
	Rogers Cable c/o FCT Default Solutions	Insolvency Department	PO Box 2514, Stn B London ON N6A 4G9 Fax: (647) 439-1419 dsinsolvency@collectlink.com
	Royal LePage Commercial Real Estate Holdings Ltd.		P. O. Box 762 181 Bay Street, Suite 300 Toronto ON M5J 2T3
	Shimmerman Penn LLP		1000 - 30 St. Clair Avenue West Toronto ON M4V 3A1
	Smith & Andersen Consulting Engineers	Ann Hatsios	1100 - 100 Sheppard Ave., E. Toronto ON M2N 6N5 Fax: (416) 572-8488 Ann.Hatsios@smithandersen.com
	The Hidi Group, Inc.		200 - 155 Gordon Baker Road Toronto ON M2H 3N5 Fax: (416) 364-2276 leo.liang@hidi.com
	The Mitchell Partnership, Inc.		285 Yorkland Blvd. Willowdale ON M2J 1S5 Fax: (416) 753-8890 shassanzada@tmptoronto.com
	Ultimate Softwre		400 - 144 Bloor St. West Toronto ON M5S 1M4
	What El's Creative		Elsa Sau-Wai Yuen 16 Dallimore Circle, Suite 401 North York ON M3C 4C4 elsayuen@whatels.ca
	Windrock Associates Ltd.		82 Elsfield Road Toronto ON M8Y 3R8 john@windrockcapital.com

## ***Creditor Mailing List***

**In the Matter of the Proposal of  
Straticom Planning Associates Inc.  
of the city of Toronto, in the Province of Ontario**

<b>Creditor Type</b>	<b>Name</b>	<b>Attention</b>	<b>Address</b>
Unsecured	Zeidler Architecture		300, 640 - 8 Avenue SW Calgary AB T2P 1G7 nfatovic@zeidler.com

# TAB 3



Court File No. 31-2789358  
Estate No. 31-2789358

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

**ASSOCIATE JUDGE**

)  
)  
)

**MONDAY, THE 28<sup>th</sup>**

**DAY OF MARCH 2022**

**IN THE MATTER OF THE PROPOSAL OF  
STRATICOM PLANNING ASSOCIATES INC.  
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 Straticom Planning Associates Inc. (the “**Debtor**”) pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 was heard this day in writing.

**UPON READING** the First Report of the Proposal Trustee dated March 18, 2022, (the “**Report**”), including the Appendices thereto, and the Court being satisfied that the required majorities of creditors duly accepted the Proposal and the terms thereof; that the said terms are reasonable and calculated to benefit the general body of creditors; that no offences or facts have

been proved to justify the Court in withholding its approval; and that all employees of the Debtor in Canada have been terminated other than any retained to wind down its business operations:

1. **THIS COURT ORDERS** that the 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 Proposal.
  
  3. **THIS COURT DECLARES** that the Debtor meets the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222, pursuant to section 5(5) of the *Wage Earner Protection Program Act* (Canada), SC 2005, c 47, s 1.
-

**Schedule "A"**

District of Ontario  
Division No.: 09 – Toronto  
Estate No. 31-2789358

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

IN THE MATTER OF THE PROPOSAL OF  
STRATICOM PLANNING ASSOCIATES INC.  
OF THE CITY OF MISSISSAUGA, IN THE PROVINCE OF ONTARIO

**PROPOSAL**  
(January 7, 2022)

Straticom Planning Associates Inc. 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, its lawyers (if any) and the Company’s lawyers, 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 Company 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 Company 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 \$20,000 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 Straticom Planning Associates Inc.;
- (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) **“Creditor”** 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 December 9, 2021, the date on which the Company filed the NOI;

- (p) **“Deferring Creditors”** mean Windrock Associates Ltd., Brookfield Holdings Canada Inc. and Royal LePage Commercial Real Estate Holdings Ltd.;
- (q) **“Director”** means John Khajadourian, who is the sole director of the Company;
- (r) **“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;
- (s) **“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;
- (t) **“Event of Default”** has the meaning given to it in Part VIII of this Proposal;
- (u) **“Funding Date”** means the date that is 90 calendar days after the Effective Date;
- (v) **“Inspectors”** means the inspectors appointed pursuant to Part X of this Proposal;
- (w) **“Landlord”** means Corner Store Films Inc.;
- (x) **“Landlord Claim”** means the claim of the Landlord arising in relation to the disclaimer of sublease agreement dated August 20, 2020;
- (y) **“Levy”** means the levy imposed by the Superintendent of Bankruptcy under the Act;
- (z) **“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;
- (aa) **“NOI”** means the Notice of Intention to Make a Proposal filed by the Company on December 9, 2021;
- (bb) **“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;
- (cc) **“Post-Filing Crown Claims”** means all Crown Claims that became due or shall become due on or after the Date of Filing;

- (dd) **“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;
- (ee) **“Pre-Filing Crown Claims”** means all Crown Claims that were outstanding as at the Date of Filing;
- (ff) **“Preferred Claim”** means any Claim that is afforded priority under Section 136(1) of the Act;
- (gg) **“Preferred Creditor”** means any Creditor holding a Preferred Claim, solely in respect to that Preferred Claim;
- (hh) **“Proposal”** means this proposal dated January 7, 2022, together with any amendments or additions thereto;
- (ii) **“Proposal Fund”** means those amounts to be paid pursuant to this Proposal for distribution to the Creditors by the Trustee in accordance with the terms of this Proposal;
- (jj) **“Proposal Period”** means the period between the Court Approval Date and the Maturity Date;
- (kk) **“Proposal Sponsor”** means Royal LePage Commercial Real Estate Holdings Ltd.;
- (ll) **“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;
- (mm) **“Receivables”** means accounts receivable of the Company in respect of services provided before the Filing Date;
- (nn) **“Secured Claim”** means any Claim by a Secured Creditor, excluding the Crown Claims;
- (oo) **“Secured Creditor”** means a Person holding a mortgage, hypothec, pledge, charge, or lien 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;
- (pp) **“Trustee”** means Dodick Landau Inc., solely in its capacity as proposal trustee of the Company;
- (qq) **“Unsecured Claim”** means the value of any Proven Claim in respect of which no Security is held; and

- (rr) **“Unsecured Creditors”** means those Persons with Claims in respect of which no security is held and who are not afforded priority under Section 136(1) of the Act, and includes the Landlord.

#### **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. In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day that is a Business Day.

#### **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 Company and the Director or any of their 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 the Director 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 the Landlord, 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 shall be unaffected by this Proposal to the extent of the value of their Secured Claims.

### 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 Crown Claims that were outstanding as at the Date of Filing. This ~~payment of Crown Claims (if any) will be made from funds outside of the Proposal Fund.~~
12. At the Date of Filing, according to the Company, it does not owe any amount 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, the aggregate Employee Preferred Claims are estimated to be in the range of \$5,000 and \$10,000. All Proven Employee Preferred Claims shall be paid out of funds outside of the Proposal Fund to be delivered by the Company to the Trustee and shall be remitted by the Trustee to the entitled claimants (if any) 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.

**Landlord Claim**

15. The Landlord may file a proof of claim for the actual losses resulting from the disclaimer of the Sublease, if any.
16. The Landlord shall be included in Class 1.

**Unsecured Claims**

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

**Funding the Proposal**

18. The Company's Proposal to Unsecured Creditors is to pay approximately 40% of the value of Proven Claims to be distributed *pro rata* by taking the following steps after the Effective Date:
- (a) On the Effective Date, the Company will make an initial payment of \$20,000.00 to the Trustee to be held in trust for distribution in accordance with this Proposal (the "Proposal Fund").
  - (b) Until the Funding Date, the Company will continue to make commercially reasonable efforts to collect on the Receivables, which collections shall be paid to the Proposal Fund, subject to Part II of the *Construction Act* (Ontario), if applicable.
  - (c) On or before the Funding Date, the Company will arrange for the Deferring Creditors to direct the Trustee in writing to defer any distributions to which the Deferring Creditors are entitled under this Proposal, and to pay such distributions back to the Proposal Fund for distribution in accordance with this Proposal.
  - (d) Provided that the Company is not in default under the terms of this Proposal, on or before the Funding Date, if necessary, the Proposal Sponsor shall make a payment to the Proposal Fund sufficient to make the Proposal Fund equal to the lesser of:
    - (i) 40% of the value of Proven Claims (excluding the Claims of the Deferring Creditors). For greater certainty, the value of Proven

Claims used in this paragraph also does not include the value of Crown Claims or Employee Preferred Claims, if any; and,

(ii) \$106,338.00.

### **Distributions**

#### *Payment of Employee Preferred Claims*

19. Immediately following the Effective Date, the Trustee shall issue distributions in respect of all Proven Employee Preferred Claims, which distributions shall not be from the Proposal Fund.

#### *Distributions to Unsecured Creditors*

20. Following the Funding Date, the Trustee may make interim distributions to Unsecured Creditors with Proven Unsecured Claims at any time and frequency as the Trustee deems appropriate in the Trustee's discretion. Final distribution from the Proposal Fund shall be made at such time as the Trustee deems appropriate.
21. The Proposal Fund shall be distributed by the Trustee in the following order of priority:
- (a) first, to any outstanding 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 21(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 Proposal Fund shall be distributed *pro rata* among the Unsecured Creditors on account of Proven Unsecured Claims (excluding the Claims of Deferring Creditors).

### **Amendments to Agreements**

22. 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**

23. 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**

24. 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**

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

#### **Reporting by the Company**

26. 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**

27. The Levy, if applicable, shall be deducted by the Trustee from payments to Creditors by the Trustee.

#### **Payment of Fees and Expenses**

28. The Administrative Fees and Expenses incurred on, and incidental to, the proceedings arising out of the Proposal, or in a bankruptcy, if any, shall be paid by the Company 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**

29. 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**

30. 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**

31. 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 31(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**

32. 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.
33. 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**

34. 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**

35. 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 any of the dates in this Proposal by which certain events must be performed by the Company or the Trustee, as may be permissible under the Act;
  - (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**

36. 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**

37. 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**

38. 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.
39. As of 12:01 a.m. the Maturity Date, the Director and 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, including without limitation, claims under Part II of the *Construction Act* (Ontario), 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**

40. 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**

41. 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**

42. 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**

43. 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**

44. 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**

45. 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**

46. 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**

47. 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.

[SIGNATURES APPEAR ON NEXT PAGE]





**DATED** at the City of Toronto, in the Province of Ontario, as of this 7<sup>th</sup> day of January 2022.

**STRATICOM PLANNING ASSOCIATES INC.**

Per:



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Name: John Khajadourian

Title: President

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

PROCEEDING COMMENCED AT  
TORONTO

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**ORDER**  
**(Approval of Proposal)**  
**(Returnable March 28, 2022)**

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Lawyers for Straticom Planning Associates Inc. and as agent  
for Dodick Landau Inc., in its capacity as Proposal Trustee

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

PROCEEDING COMMENCED AT  
TORONTO

**MOTION RECORD OF THE PROPOSAL TRUSTEE**  
**(Approval of Proposal)**  
**(Returnable March 28, 2022)**

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