

District of Ontario
Division No. 10 - Peterborough
Court No. 31-2858238
Estate No. 31-2858238

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

**IN THE MATTER OF THE PROPOSAL OF
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
OF THE VILLAGE OF BEAVERTON, IN THE TOWNSHIP OF BROCK, IN THE
REGIONAL MUNICIPALITY OF DURHAM IN THE PROVINCE OF ONTARIO**

REPORT OF TRUSTEE ON PROPOSAL

We, **MNP Ltd.** (“**MNP**”), the proposal trustee (the “**Proposal Trustee**”) of Taccom Rapid Deployment Protection Group Inc. (“**Taccom**” or the “**Company**”), hereby report to the Court as follows:

1. That on the 22nd day of August 2022, the Company lodged with MNP a Proposal (the “**Proposal**”) pursuant to s.50.2 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**Act**”). The Proposal was filed with the Official Receiver on the same date. The Company’s proposal proceedings are referred to herein as the “**Proposal Proceedings**”. A copy of the Proposal and the Report of the Trustee to the Creditors are attached as **Appendix “A”** and **Appendix “B”**, respectively. A copy of the Director’s resolution that authorized the Proposal Proceedings is attached as **Appendix “C”**.

2. Taccom is an Ontario corporation that began operations on or about June 2020 and primarily provided security guard and patrol services. The Company managed its operations from its leased premises in Beaverton, Ontario.

3. The principal and owner of the Company was Richard Kevin Benoit (“Richard”). Richard and his spouse, Linda Langerak (“Linda”) are shown to be the directors of Taccom. Although Linda was employed to provide security services by the Company, she had very limited involvement with the day to day the management of the business; Richard performed this role, as well as acting as the face of the business.
4. On March 13, 2022, Richard unexpectedly and tragically passed away. Following Richard’s death, Linda was thrust into the position of managing the operations as she was now the sole surviving director of the Company. Upon assuming this management role, Linda discovered that Taccom was in arrears to Canada Revenue Agency (“**CRA**”) for unremitted employee source deductions, as well as Harmonized Sales Tax (“**HST**”) collected in the amounts of approximately \$217,000 and \$206,000, respectively.
5. In April 2022, Linda commenced an evaluation of the viability of the business, wherein it was confirmed that the Company was financially insolvent, and its future financial prospects were negative. The significant indebtedness to CRA, combined with the fact that Richard was now no longer there to generate income for the business led to the difficult decision to cease business operations effective May 14, 2022 (the “**Closure**”).
6. Following the Closure and up to the date of the filing of these Proposal Proceedings, the Company proactively collected all of its realizable accounts receivables, realizing on its other assets (principally used vehicles) and reducing/cancelling costs, including vacating its leased premises. These efforts were completed with the view of maximizing the funds available for the Company’s creditors. Notwithstanding these efforts, the total net funds of the Company then available were not sufficient to fully address CRA’s deemed trust claim for unremitted source deductions.

7. On or about August 3, 2022, Taccom and Linda were served with Statements of Claim by two (2) former employees claiming among other things wrongful dismissal following the Closure (the “**Actions**”).

8. The Company commenced these restructuring proceeds as a means to:
 - a. allow for the orderly distribution of the net assets of the Company;
 - b. allow the Company’s forty-five (45) eligible former employees to participate in the Wage Earner Protection Program (“**WEPP**”) and to be compensated for amounts that may be owed for termination pay;
 - c. stay the Actions and allow the claims process of restructuring proceedings to address such claims made in a timely and cost-efficient manner; and
 - d. allow Linda to address her financial exposures as a director of the Company.

9. That following the Company’s lodging of the Proposal Trustee on August 22, 2022, on the 29th day of August 2022, the Proposal Trustee sent notice of the calling of a meeting of creditors consider the Proposal (the “**Notice**”) to be held on the 12th day of September 2022 (the “**Meeting**”) to the Official Receiver, the Company, and to every known creditor of the Company affected by the Proposal, whose names and addresses are shown in Exhibit “A” to the affidavit of mailing. A copy of this affidavit of mailing is attached as **Exhibit “D”** to this Report.

10. That attached to the Notice was a copy of the Company’s sworn Statement of Affairs (“**SOA**”), which details the assets and liabilities of the Company, including a list of the creditors affected by the Proposal showing the amounts of their claims, the Proposal Trustee’s Report to the Creditors, dated August 29, 2022 (the “**Report to Creditors**”), a copy of the Proposal, a form of a proof of claim and proxy in blank and a voting letter.

Copies of the Proposal, the Report to Creditors, the SOA and the forms are included as part of Exhibit “B” to the affidavit of mailing.

11. That prior to the Meeting, the Proposal Trustee made a detailed and careful inquiry into the liabilities of the Company, the Assets and their value, the Company’s conduct and the causes of the Company’s insolvency.
12. That the Meeting was held on the 12th day of September 2022 and was presided over by Matthew Lem of MNP (the “**Chairperson**”). There was a quorum at the Meeting but Canada Revenue Agency (“**CRA**”), the largest creditor in these proceedings, had not yet assigned an officer to represent its interest, as well as had not yet commenced its trust examination and therefore had not filed a proof of claim. Using the proxy held by the Chairperson, a motion was carried adjourning the meeting to September 28, 2022.
13. That during the period between the Meeting and September 28, 2022, the Proposal Trustee pursued further discussions with the CRA regarding the Proposal and resolved the queries raised by CRA during their trust examination.
14. That the Proposal Trustee issued an addendum to the Report to Creditors on September 14, 2022, which included a revised statement of estimated realizations and to provide an update on the preference review pursuant to section 95-101 of the Act. A copy of the Addendum is attached as **Exhibit “E”**.
15. That two (2) subsequent reconvened meeting of creditors were held on September 28, 2022, and October 19, 2022, and both were adjourned at the request of CRA to enable it to conduct a further appraisal and investigation of the affairs and property of the Company,

including assessing the merits of the Proposal and the provision to compromise the claims against Linda, the sole director of the Company.

16. That a final reconvened meeting of creditors was held on November 2, 2022 (the “**Reconvened Meeting**”). There was a quorum at the Reconvened Meeting and the Proposal Trustee advised that following detailed negotiations with CRA on the terms of the Proposal that an amendment was made to increase the funding to be provided by Linda, the proposal sponsor, from \$185,000 to \$285,000. The Company moved to have this amendment be made to the Proposal and an amended proposal dated November 2, 2022 (the “**Amended Proposal**”) was put forward and is attached as **Exhibit “F”** to this report.
17. The Amended Proposal i) provides for payment of CRA’s unremitted source deductions in full; and ii) allows for a recovery of approximately 38% for the unsecured creditors. The estimated distributions to the Company’s creditors under the Amended Proposal versus a bankruptcy proceeding are presented below:

	<u>Claims</u>	<u>Proposal</u>	<u>Recovery %</u>	<u>Bankruptcy</u>	<u>Recovery %</u>
FUNDS AVAILABLE FOR DISTRIBUTION					
Cash to contributed by the Company/					
Net assets of the Company ¹		69,300		66,830	
Add: Retainer for MNP ¹		40,000		-	
Contribution by Ms. Langerak ¹		285,000		-	
Gross Funds Available Distribution		394,300		66,830	
LESS: Professional Fees and Expenses²		(87,010)		(33,900)	
NET FUNDS AVAILABLE FOR DISTRIBUTION		307,290		32,930	
ESTIMATED DISTRIBUTIONS IN ORDER OF PRIORITY					
Crown Claim ³	\$ 216,885	\$ 216,885	100%	\$ 32,930	15%
Secured Creditors	-	-		-	
Preferred Creditors	-	-		-	
Unsecured Creditors ⁴	235,266	90,405	38%	-	0%
Total to be Distributed to Creditors	452,151	307,290		\$ 32,930	

Notes:

- 1 As per Article 5.1 of the Amend Proposal for the Proposal, and current cash balance for the bankruptcy.
- 2 As per Article 6.1 of the Amend Proposal for the Proposal and NIL for the bankruptcy as such retainer will be applied against the costs of the failed proposal proceeding.
- 3 As per S. 60 (1.1) of Act and claim filed by CRA.
- 4 Based on the known potential unsecured creditors and their respective potential claim amounts.

18. The Chairperson then called for a vote on the Amended Proposal. It was then voted on by the unsecured creditors as detailed below.

	FOR	%	AGAINST	%
Number of creditors ¹	2	100.00%	0	0.00%
Dollar value ²	\$206,673.25	100.00%	\$0.00	0.00%

¹⁻ In person or by proxy or by voting letter with proven and accepted claims for voting purposes only.

²⁻ Based on the eligible unsecured claims, proven and accepted for voting purposes only.

Based on the above vote, the Amended Proposal was accepted by the creditors (“**Creditor Approval**”) with the requisite majority in the number of creditors and 2/3 in value of the claim of such creditors in person, by proxy or by voting letter. The minutes of the Reconvened Meeting are attached and marked as **Exhibit “G”** to this Report.

19. That on January 25, 2023, the Proposal Trustee sent a Notice of Hearing of Application for Court Approval (the “**Court Approval Notice**”), to the Official Receiver, Taccom and those creditors that had filed claims. A copy of the Proposal Trustee’s affidavit of mailing, including the Court Approval Notice, is attached as **Exhibit “H”**.

20. The Proposal Trustee of the opinion that:

- a. The assets of the Company and their fair realizable value are as follows:

Asset Category	Realizable Value¹
Cash ²	\$ 66,829.91
Retainer ³	40,000.00
TOTAL	\$ 106,829.91

¹ – The figures present herein represent the value as of January 24, 2023.

² – Represents the current cash balance as of January 24, 2023. The figure shown on the SOA was the cash balance as of August 22, 2022 and was before the payment of the Retainer and other disbursements paid associated with operations.

³ – Represents the Retainer paid to MNP in connection with these proposal proceedings.

b. The liabilities of the Company are as follows:

Creditor Category	As per the SOA	Claims Filed and Accepted as at January 24, 2023¹
Secured ²	\$ 118,513.65	\$ 216,884.88
Preferred ³	NIL	NIL
Unsecured ⁴	546,035.63	206,673.25
Contingent ⁵	3.00	NIL
TOTAL	\$ 664,552.28	\$ 423,558.13

¹ – Represents the amounts claimed as filed, proven for voting purposes only and/or preliminarily accepted. The claims filed are still subject to a final determination for distribution purposes.

² – The claim figure shown as filed and accepted represents the claim of CRA under S. 60 (1.1) of Act and includes penalties and interest.

³ – There are no known Preferred Creditors and any employee amounts that would qualify under S. 136(1)(d) of the Act have been paid by the Company.

⁴ – The claim figure shown as filed and accepted principally represents the claim of CRA for HST (\$206,478.42). The SOA figure shown reflected an estimated claim associated with the WEPP of \$247,495.54, which has since been estimated to be now only \$22,216.00. The claims associated with the WEPP cannot yet be filed, since the activation of the WEPP under these Proposal Proceedings requires first the Order of this Court approving the Amended Proposal.

⁵ – The SOA figure shown is simply a placeholder for these potential creditors and relates to loans made to Richard that were being repaid by the Company and two (2) actions commenced by two (2) former employees for among other things wrong dismissal.

21. The Proposal Trustee also of the opinion that:

a. The causes of insolvency of Taccom are as follows:

- The death of principal and owner of the Company and uncertain financial prospects for the business; and

- Significant indebtedness to CRA for unremitted employee source deductions and HST.

b. The conduct of the debtor is not subject to censure.

c. The following facts, mentioned in Section 173 of the Act, may be proved against the debtors:

- Not applicable and consequently the provisions regarding security for payment under S .59(3) of the Act are inapplicable.

22. The Amended Proposal includes all statutory terms that must be included in a proposal.

The Proposal provides for:

- a. The payment of Preferred Claims in priority to the claims of Ordinary Creditors including Crown Claims under the provisions of 224(1.2) of the *Income Tax Act* and similar legislation (S. 60(1) and 60(1.1) of the Act).;
- b. The payment of Administrative Fees and Expenses (S. 60(1) of the Act);
- c. The payment of employee claims in accordance with S. 60(1.3)(a) of the Act; and
- d. The payment to the Proposal Trustee of all money payable under the Proposal (S. 60(2) of the Act).

23. The Proposal Trustee submits that the Amended Proposal satisfies the test set out under s.

59(2) of the Act and should be approved as:

- a. The Amended Proposal is being made in good faith;

- b. The Amended Proposal contemplates a far greater distribution to the creditors than in a bankruptcy, as detailed in paragraph 17 above. The terms of the Proposal are reasonable and are recommended by the Proposal Trustee;
- c. The term of the Amended Proposal releasing of the claims against the directors that arose before the commencement of the Proposal Proceedings is just and equitable in the opinion of the Proposal Trustee and has been approved by CRA; and
- d. The Amended Proposal has been approved by the majority of voting creditors of the Company.

24. That we forwarded a copy of this Report to the Official Receiver on this day.

Dated in Toronto, Ontario, on the 25th day of January 2023.

MNP LTD.,
in its capacity as Trustee *in re* the Proposal of
Taccom Rapid Deployment Protection Group Inc.
and not in its personal or corporate capacity
Per:



Matthew Lem, CIRP
Licensed Insolvency Trustee

Exhibit - "A"

**ONTARIO
SUPERIOR COURT OF JUSTICE
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**IN THE MATTER OF THE PROPOSAL OF
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
OF THE VILLAGE OF BEAVERTON, IN THE TOWNSHIP OF BROCK, IN THE
REGIONAL MUNICIPALITY OF DURHAM, IN THE PROVINCE OF ONTARIO**

PROPOSAL

Taccom Rapid Deployment Protection Group Inc. hereby submits the following Proposal pursuant to the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, C B-3.

ARTICLE 1

INTERPRETATION

1.1 Definitions

1.1 In this Proposal unless otherwise stated or the context otherwise requires, capitalized terms shall have the following meanings:

:

- (a) “**Act**” means the *Bankruptcy and Insolvency Act*, (Canada) R.S.C. 1985, c. B-3, as it may be amended from time to time;
- (b) “**Available Cash**” has the meaning ascribed in **Article 5.1**.
- (c) “**Administrative Fees and Expenses**” means the proper fees, expenses, including legal fees and disbursements, of the Trustee and the Debtor on and incidental to the preparation, presentation, consideration and implementation of the Proposal, any amendments thereto, and the proceedings, transactions and agreements contemplated thereby or arising therefrom;
- (d) “**Approval Order**” means an Order of the Court approving the Proposal pursuant to the provisions of the Act;

- (e) “**Business Day**” means a day, other than a Saturday, Sunday or holiday, on which banks are generally open for business in Toronto, Ontario;
- (f) “**Canada Pension Plan**” means the *Canada Pension Plan*, R.S.C. 1985, c. C-8, as amended;
- (g) “**Claim**” means any right of any Person against the Debtor in connection with any indebtedness, liability or obligation of any kind of the Debtor which indebtedness, liability or obligation is in existence at the Proposal Date, whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such a right is executory in nature, 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 or 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 as of the Proposal Date, where such claims are proved and allowed, and “**Claims**” has a corresponding meaning;
- (h) “**Court**” means the Ontario Superior Court of Justice (In Bankruptcy and Insolvency);
- (i) “**Creditor**” means any Person, who holds one or more Claims, including Secured Creditors and Unsecured Creditors and “**Creditors**” has a corresponding meaning;
- (j) “**Creditors’ Meeting**” means the meeting of the Unsecured Creditors called for the purpose of considering and voting upon the Proposal;
- (k) “**Creditors’ Meeting Date**” means the date and time as may be called by the Trustee for the meeting of creditors to consider this Proposal, but in any event shall be no later than twenty-one (21) days following the Proposal Date or as otherwise may be extended;
- (l) “**Crown Creditors**” means Her Majesty in Right of Canada or a Province for all amounts that were outstanding at the Proposal Date and are of a kind that could be subject to a demand under.
 - (i) subsection 244(1.2) of the *Income Tax Act*;
 - (ii) any provision of the Canada Pension Plan or of the *Employment Insurance Act* that refers to subsection 244(2.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the Canada Pension Plan, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or

- (iii) any provision of provincial legislation that has a similar purpose to subsection 244(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum
 - A. has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*, or
 - B. is of the same nature as a contribution under the Canada Pension Plan if the province is a “province providing a comprehensive pension plan” as defined in subsection 3(1) of the Canada Pension Plan and the provincial legislation establishes a “provincial pension plan” as defined in that subsection;
- (m) “**Debtor**” means Taccom Rapid Deployment Protection Group Inc.;
- (n) “**Directors**” means the Debtor’s current and former directors;
- (o) “**Employee Creditors**” means employees and former employees of the Debtor, not to include independent commissioned sales agents or contractors, for amounts equal to the amounts that they would be qualified to receive under Paragraph 136(l)(d) of the Act if the Debtor became bankrupt on the Proposal Date, as well as wages, salaries, commissions or compensation for services rendered after that date and before the Court approval of the Proposal, together with, in the case of travelling salesmen, disbursements properly incurred by those salesmen in and about the Debtor’s business during the same period. For greater clarity, the Claims of Employee Creditors does not include amounts associated with termination pay or severance pay due by statute, common law or otherwise;
- (p) “**Employment Insurance Act**” means the *Employment Insurance Act*, S.C. 1996 c. 23, as amended;
- (q) “**Funding**” has the meaning ascribed in **Article 5.1**.
- (r) “**Implementation Date**” means the date upon which the conditions set forth in **Article 7.6** have been satisfied;
- (s) “**Income Tax Act**” means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), as amended;
- (t) “**Inspectors**” means one or more inspectors appointed pursuant to the Act as provided for in the Proposal;
- (u) “**MNP**” means MNP Ltd.;

- (v) “**Official Receiver**” shall have the meaning ascribed thereto in the Act;
- (w) “**Ordinary Creditor**” means a Creditor with a Proven Claim, except for those Claims that:
 - (i) the Trustee determines not to be a provable claim in accordance with subsection 135(1.1) of the Act;
 - (ii) have been finally and conclusively disallowed in accordance with the Act;
 - (iii) are Claims by Preferred Creditors;
 - (iv) are Claims by Employee Creditors;
 - (v) are Claims by Crown Creditors;
 - (vi) are Claims by a Related Party Creditor;
 - (vii) are Claims by Secured Creditors; or
 - (viii) are Claims in respect of the Administrative Fees and Expenses;and “**Ordinary Creditors**” has a corresponding meaning;
- (x) “**Performance of the Proposal**” means full performance of this Proposal as set out in **Article 6.10**;
- (y) “**Post-Filing Goods and Services**” means the goods and services purchased by the Debtor subsequent to the Proposal Date;
- (z) “**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;
- (aa) “**Preferred Creditors**” means Unsecured Creditors that are required by the Act to be paid in priority to all other claims under a proposal made by a debtor save and except for Employee Creditors and Crown Creditors.
- (bb) “**Proof of Claim**” shall mean the proof of claim required by the Act to be mailed to each known Creditor prior to the Creditors’ Meeting;
- (cc) “**Proposal**” means this proposal together with any amendments or additions thereto;
- (dd) “**Proposal Date**” means the date of the filing of the Proposal with the Official Receiver;

- (ee) **“Proposal Fund”** means the aggregate of the Retainer, Available Cash and the Funding held a designated trust account for the Debtor;
- (ff) **“Proposal Sponsor”** means Linda Langerak;
- (gg) **“Proven Claim”** of a Creditor means the amount of the Claim of such Creditor finally determined in accordance with the provisions of the Act;
- (hh) **“Related Party Creditors”** means any claims by Linda Langerak and the Estate of Richard Kevin Benoit, deceased, or their respective immediate family members, that is not a claim by a Secured Creditor, and any Creditor related to the Debtor within the meaning of section 4 of the Act.
- (ii) **“Retainer”** has the meaning ascribed in **Article 5.1**.
- (jj) **“Secured Creditor”** means a person holding a mortgage, hypothec, charge, pledge, charge or lien on or against the property or assets of the Debtor as security for a debt due or accruing due to the person from the Debtor;
- (kk) **“Service Canada”** means the Government of Canada - Employment and Social Development Canada that delivers the WEPP;
- (ll) **“Subrogated WEPP Claim”** means all eligible wage claims or rights that a former employee may have against the Debtor, who has received compensation under the WEPP, are subrogated to Service Canada to the extent of the amount paid;
- (mm) **“Trustee”** means MNP Ltd. or its duly appointed successor or successors;
- (nn) **“Unsecured Creditors”** means the Preferred Creditors and any Creditor who is not a Secured Creditor or a Related Party Creditor;
- (oo) **“Voting Letter”** shall mean the voting letter required by subsection 51(1) of the Act to be mailed to each known Creditor prior to the Creditors’ Meeting;
- (pp) **“WEPP”** means the Wage Earner Protection Program administered by the Trustee and delivered by Service Canada.

1.2 Articles of Reference

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

1.3 Extended Meanings

In this Proposal words importing the singular number only include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

1.4 Interpretation Not Affected by Headings

The division of this Proposal into Parts and Sections and the insertion of headings are for the convenience of reference only and do not affect the construction or interpretation of this Proposal. The terms “this Proposal”, “hereof”, “hereunder” and similar expressions refer to this entire Proposal and not to any particular Part, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent herewith, references herein to Parts and Sections are to Parts and Sections of this Proposal.

1.5 Date for Any Action

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

1.6 Time

All times expressed herein are local time in Toronto, Ontario, Canada unless otherwise stipulated. Where the time for anything pursuant to the Proposal on a particular date is unspecified herein, the time shall be deemed to be 5:00 p.m. local time in Toronto, Ontario, Canada.

1.7 Numbers

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

1.8 Currency

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

1.9 Statutory References

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

1.10 Successors and Assigns

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

ARTICLE 2

CLASSIFICATION AND TREATMENT OF CREDITOR

2.1 Classes of Creditors

For the purposes of voting on the Proposal, only the Unsecured Creditors will be entitled to vote on the Proposal. There shall be one (1) class of Unsecured Creditors.

2.2 Secured Creditors

The Claims of Secured Creditors shall not be compromised by this Proposal and Secured Creditors shall be paid in accordance with the respective agreement(s) between each Secured Creditor and the Debtor or as otherwise agreed between each Secured Creditor and the Debtor.

2.3 Preferred Creditors

The Proven Claims of the Preferred Creditors of the Debtor are to be paid in full in priority to the Proven Claims of the Unsecured Creditors in accordance with the Act and the Proposal.

2.4 Crown Creditors

Unless Her Majesty in Right of Canada or a Province agrees otherwise, the Proven Claims, if any, of Crown Creditors shall be paid within six (6) months after the making of the Approval Order out of the Proposal Fund.

2.5 Unsecured Creditors

The Proven Claims of the Unsecured Creditors of the Debtor will be satisfied or paid as provided by **Article 6**.

2.6 No Distribution to Related Party Creditors

If this Proposal is accepted by the Unsecured Creditors, approved by the Court, and not subsequently annulled, the Related Party Creditors shall postpone payment of all amounts owing to them by the Debtor and shall not participate in the distribution of the Proposal Fund paid over to the Trustee pursuant to this Proposal.

ARTICLE 3

PROCEDURE FOR VALIDATION OF CLAIMS

3.1 Filing of Proofs of Claim

Each Unsecured Creditor must file a Proof of Claim as required by the Act to vote on, or receive a distribution under, the Proposal. Unsecured Creditors will receive a distribution in accordance with **Article 6** based on their Proven Claims.

Any former employee who has submitted an Act Form 31 – Proof of Claim and supporting documentation which has been accepted by the Trustee and Service Canada in connection with the WEPP, shall not be required to complete and re-submit a Proof of Claim form to prove their Claim. Accordingly, Service Canada shall also not be required to complete and submit Proof of Claim forms in connection with its Subrogated WEPP Claims in order to prove their Claims.

3.2 Allowance of Claims

Upon receipt of a completed Proof of Claim, the Trustee shall examine the Proof of Claim and shall, in consultation with the Debtor, deal with each Proof of Claim in accordance with the provisions of the Act.

3.3 Procedure in Act Applicable

Subject to **Article 3.2**, the procedure for: (a) determining and valuing Claims of the Unsecured Creditors that are contingent or unliquidated; and (b) disallowing and resolving disputes with respect to Claims will be as set forth in section 135 of the Act.

ARTICLE 4

MEETING OF CREDITORS

4.1 Creditors' Meeting

On the Creditors' Meeting Date, the Trustee shall hold the Creditors' Meeting in order for the Creditors to consider and vote upon the Proposal.

4.2 Time and Place of Meeting

Unless otherwise ordered by the Court, the Creditors' Meeting shall be held at a time and place to be established by the Official Receiver, or the nominee thereof, and confirmed in the notice of Creditors' Meeting to be mailed to Creditors pursuant to the Act.

4.3 Conduct of Meetings

The Official Receiver, or the nominee thereof, shall preside as the chair of the Creditors' Meeting and will decide all matters relating to the conduct of the Creditors' Meeting. The only

persons entitled to attend the Creditors' Meeting are those persons, including the holders of proxies, entitled to vote at the Creditors' Meeting, and the officers, directors, auditors and legal counsel of the Debtor, together with such representatives of the Trustee as the Trustee may appoint in its discretion, and such scrutineers as may be duly appointed by the chair of such meeting. Any other person may be admitted on invitation of the chair of the Creditors' Meeting or with the consent of the Unsecured Creditors.

4.4 Adjournment of Meetings

The Creditors' Meeting may be adjourned in accordance with section 52 of the Act.

4.5 Voting by Creditors

Any Proof of Claim in respect of a Claim of an Unsecured Creditor that is not a Proven Claim as at the Creditors' Meeting Date will be marked as objected to in accordance with subsection 108(3) of the Act.

4.6 Approval by Creditors

The Proposal will be binding on the Unsecured Creditors in accordance with the Act, if: (a) it is accepted by the class of Unsecured Creditors by a majority in the number of the Unsecured Creditors who actually vote upon the Proposal (in person or by proxy) at the Creditors' Meeting or by a Voting Letter, representing two-thirds (2/3) or more in value of the Proven Claims of the Unsecured Creditors in that class who actually vote upon the Proposal (whether in person or by proxy) at the Creditors' Meeting or by a Voting Letter; and (b) the Approval Order is made.

4.7 Appointment of Inspectors

At the Creditors' Meeting, the Unsecured Creditors may appoint up to five (5) Inspectors whose powers will be limited to the powers granted to Inspectors under the Act, including: (a) advising the Trustee concerning any dispute which may arise as to the validity of Claims; (b) the power to waive any default in the performance of any provisions of the Proposal; and (c) advising the Trustee from time to time with respect to any other matter that the Trustee may refer to them.

Any decision, direction or act of the Inspectors may be referred to the Court by the Trustee and the Court may confirm, reverse or modify the decision, direction or act and make such order as it deems just.

ARTICLE 5

FUNDING AND THE IMPLEMENTATION OF PROPOSAL

5.1 The Proposal Fund

On or within three (3) Business Days of the filing of this Proposal, the Debtor shall provide the Trustee with a retainer in the amount of FORTY THOUSAND DOLLARS (\$40,000) (the

“**Retainer**”), which will be held in separate trust account of the Trustee until the Implementation Date. On the Implementation date, the Retainer will be transferred to a designated trust account for the Debtor for distribution in accordance with **Article 6**.

On or before the Implementation Date, the Debtor shall pay the sum of no less than SIXTY-NINE THOUSAND THREE HUNDRED DOLLARS (\$69,300) (the “**Available Cash**”) to the Trustee to be held in a designated trust account for the Debtor for distribution in accordance with **Article 6**.

On or before the Implementation Date, in consideration of the releases contemplated herein, the Proposal Sponsor shall pay the sum of ONE HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS (\$185,000) (the “**Funding**”) to the Trustee to be held in a designated trust account for the Debtor for distribution in accordance with **Article 6**.

ARTICLE 6

DISTRIBUTION

6.1 Payment of Administrative Fees and Expenses

The Administrative Fees and Expenses shall be paid in full out of the Proposal Fund and other retainers provided to the Trustee by the Debtor prior to distribution to the Unsecured Creditors, to a maximum of SEVENTY-SEVEN THOUSAND DOLLARS (\$77,000) plus disbursements and applicable taxes.

6.2 Distribution to Crown Creditors

Unless Her Majesty agrees otherwise, the Proven Claims, if any, of the Crown Creditors shall be paid by the Trustee within six (6) months after the making of the Approval Order out of the Proposal Fund.

6.3 Distribution to Employee Creditors

The Claims, if any, of the Employee Creditors shall be paid by the Trustee after the making of the Approval Order in the ordinary course from the Proposal Fund.

6.4 Distribution to Preferred Creditors

The Proven Claims of Preferred Creditors shall be paid by the Trustee in full from the Proposal Fund in priority to all claims of Unsecured Creditors in accordance with the scheme of distribution set forth in the Act.

6.5 Distribution to the Ordinary Creditors

The Proven Claims of Ordinary Creditors shall be paid by the Trustee from the remaining balance of the Proposal Fund after payment of the Administrative Fees and Expenses, and the

Claims, if any, set out in paragraphs 6.2, 6.3, and 6.4 above, their *pro rata* share¹ of the Proposal Fund.

6.6 Requirement to File Proofs of Claim

On the Implementation Date the Trustee shall deliver notice pursuant to subsection 149(1) of the Act requiring that any of the Debtor's Unsecured Creditors that have not filed a Proof of Claim file a Proof of Claim within thirty (30) days.

6.7 No Distribution to Related Party Creditors

If this Proposal is accepted by the creditors, approved by the Court, and not subsequently annulled, the Related Party Creditors shall postpone payment of all amounts owing to them by the Debtor and shall not participate in the distribution of the Proposal Fund paid over to the Trustee pursuant to this Proposal.

6.8 Claims Against Directors

Any Claims against the Debtor by any Creditor that are also Claims against the Directors and officers of the Debtor that relate to obligations of the Debtor where directors are under any law liable in their capacity as Directors for the payment of such obligations and that the claims arose before the commencement of the proposal proceedings shall be, and upon Court approval of this Proposal, are hereby, to the extent permitted by the Act, compromised and released and forever discharged as against the Directors of the Debtor in accordance with the Act and this Proposal upon acceptance of this Proposal by the Unsecured Creditors and approval by the Court.

6.9 Levy

Payments to each Unsecured Creditor shall be net of any applicable levy payable to the Office of the Superintendent of Bankruptcy as required by the Act and the Trustee shall remit the amount of such levy to the Office of the Superintendent of Bankruptcy contemporaneous with the distributions to Unsecured Creditors.

6.10 Certificate of Full Performance

The Trustee shall issue a certificate of Full Performance upon the Debtor and the Proposal Funder, respectively, fulfilling of terms of this Proposal as set out above in **Article 5.1**.

6.11 Discharge of Trustee

Upon the payment by the Trustee of the amounts contemplated in this **Article 6**, the Trustee shall have discharged its duties as Trustee and the Trustee shall be entitled to apply for its discharge as

¹ Based on the proportion that the Proven Claim of such Ordinary Creditor bears to the total Proven Claims of all Ordinary Creditors.

Trustee. For greater certainty, the Trustee will not be responsible or liable for any obligations of the Debtor and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a wilful or wrongful act or default.

ARTICLE 7

MISCELLANEOUS

7.1 Payment of Post-Filing Goods and Services

All Post-Filing Goods and Services shall be paid in full in the ordinary course of the Debtor's business and on terms agreed to between the Debtor and its respective creditors from funds other than the Proposal Fund. The Debtor agrees that the Trustee shall not in any case be responsible for ensuring that payment is duly made to any person supplying Post-Filing Goods and Services.

7.2 Payment of Post-Filing Crown Creditors

During the period between the Filing Date and the Effective Date, the Debtor shall pay and keep current Her Majesty in Right of Canada and in Right of Ontario all amounts of a kind that could be subject to a demand under subsection 224(1.2) of the Income Tax Act or otherwise as provided for in subsection 60(1.1) of the Act or any substantially similar provision of Ontario legislation.

7.3 Compromise Effective for all Purposes

The provisions of this Proposal will be binding upon each Creditor, their subsidiaries and affiliates, shareholders, directors and officers, heirs, executors, administrators, successors and assigns, for all purposes.

7.4 Modification of Proposal

The Debtor may propose an alteration or modification to the Proposal prior to the vote taking place on the Proposal.

7.5 Consents, Waivers and Agreements

As at 12:01 a.m. on the Implementation Date, each Unsecured Creditor will be deemed:

- (a) to have executed and delivered to the Debtor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Proposal in its entirety;
- (b) to have waived any default by the Debtor in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Unsecured Creditor and the Debtor that has occurred on or prior to the Implementation Date;

- (c) to have agreed, in the event that there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Unsecured Creditor and the Debtor as at the Implementation Date (other than those entered into by the Debtor on, or with effect from, the Implementation Date) and the provisions of this Proposal, that the provisions of this Proposal shall take precedence and priority and the provisions of such agreement or other arrangement shall be amended accordingly; and
- (d) to have released the Debtor, the Trustee, the Directors, and the Proposal Sponsor and all of their respective affiliates, employees, agents, directors, officers, shareholders, advisors, consultants and solicitors from any and all demands, claims, actions, causes of action, counter-claims, suits, debts, sums of money, accounts, covenants, damages, judgements, expenses, executions, liens, set off rights and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to or arising out of or in connection with the matters herein; provided that nothing herein shall release: (i) the Debtor of its obligation to make the distributions to Unsecured Creditors contemplated in this Proposal (ii) any person from liabilities or claims which cannot be released pursuant to subsection 50(14) of the Act as determined by a final, non-appealable judgment of the Court.

7.6 Conditions to Proposal Implementation

The implementation of the Proposal by the Debtor will be conditional upon the fulfilment or satisfaction of the following conditions:

- (a) The acceptance of the Proposal by the Unsecured Creditors; and
- (b) The Court issuing the Approval Order and the expiry of all appeal periods.

7.7 Effect of Proposal Generally

As at 12:01 a.m. on the Implementation Date:

- (a) The treatment of all Claims under the Proposal shall be final and binding on the Debtor and all Unsecured Creditors (along with their respective heirs, executors, administrators, legal personal representatives, successors and assigns); and
- (b) The Proposal shall constitute: (i) a full, final and absolute settlement of all rights of the holders of the Claims and other Persons affected hereby; and (ii) an absolute release and discharge of all indebtedness, liabilities and obligations of the Debtor and other Persons of or in respect of the Claims or other obligations affected by the Proposal.

7.8 Conduct of Debtor's Business

Subject to any Order made by the Court, the Debtor shall remain in possession and control of their property and assets at all times, both before and after the Implementation Date.

ARTICLE 8

AVOIDANCE OF TRANSACTION

8.1 Avoidance Proceedings

Sections 95 to 101 of the Act will not apply in respect of the Debtor or this Proposal.

GENERAL

8.2 Events of Default

The failure of the Debtor to provide the Available Cash to the Trustee and/or the failure of the Proposal Funder to pay the Proposal Fund to the Trustee as contemplated in **Article 5.1**, will constitute an Event of Default for purposes of section 63 of the Act and otherwise under this Proposal.

8.3 Trustee

MNP, of the City of Toronto, in the Province of Ontario, shall be the Trustee under this Proposal and all monies payable under this Proposal shall be paid over to the Trustee who shall make the payment of all dividends in accordance with the terms of this Proposal.

MNP is acting in its capacity as Trustee under this Proposal and not in its personal capacity and no officer, director, employee, or agent of MNP shall incur any obligations or liabilities in connection with this Proposal or in respect of the business or liabilities of the Debtor.

Any payments made by the Trustee to the Unsecured Creditors hereunder shall be made by the Trustee net of any levies payable or due under the Act.

8.4 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, by prepaid mail or by telecopier (except for Proofs of Claim which may only be sent by personal delivery, telecopier or registered mail) addressed to the respective parties as follows:

- (a) if to the Debtor:

Tacom Rapid Deployment Protection Group Inc.

c/o Reconstruct LLP
200 Bay St, Suite 2305, Box 120
Toronto ON
M5J 2J3

Attention: Linda Langerak

E-mail : lindalangerak@tacomrdpg.com

- (b) if to an Unsecured Creditor, to the address or telecopier number for such Unsecured Creditor specified in the Proof of Claim filed by such Unsecured Creditor or, if no proof of Claim has been filed, to such other address or telecopier number at which the notifying party may reasonably believe that the Unsecured Creditor may be contacted; and
- (c) if to the Trustee:

MNP Ltd.

300-111 Richmond St W
Toronto ON M5H 2G4

Attention: Matthew Lem

E-mail : Matthew.Lem@mnp.ca

or to such other address or telecopier number as any party may from time to time notify the others in accordance with this section. In the event of any strike, lock-out and other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery or by telecopier and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption will be deemed not to have been given or made. All such notices and communications will be deemed to have been received, in the case of notice by telecopier or by delivery prior to 5:00 p.m. (local time) on a Business Day, when received or if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day and in to case of notice mailed as aforesaid, on the fifth (5th) Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

8.5 Foreign Currency Obligations

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

8.6 Applicable Law

This Proposal shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

8.7 Non Severability

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

8.8 Deeming Provisions

In this Proposal the deeming provisions are not rebuttable and are conclusive and irrevocable.

DATED at the Village of Beaverton, in the Province of Ontario, this 22nd day of August 2022.

**TACCOM RAPID DEPLOYMENT
PROTECTION GROUP INC.**

Per: 
Name: Linda Langerak
Title: Director

I have authority to bind the corporation.

Exhibit - "B"

District of Ontario
Division No. 10 - Peterborough
Court No. 31-2858238
Estate No. 31-2858238

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

**IN THE MATTER OF THE PROPOSAL OF
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
OF THE VILLAGE OF BEAVERTON, IN THE TOWNSHIP OF BROCK, IN THE
REGIONAL MUNICIPALITY OF DURHAM IN THE PROVINCE OF ONTARIO**

REPORT OF TRUSTEE TO THE CREDITORS
(Section 50(5) of the Bankruptcy and Insolvency Act)

Enclosed are the following documents:

- ♦ Notice of Proposal to Creditors;
- ♦ Proposal under Part III, Division I, of the *Bankruptcy and Insolvency Act* (the “**BIA**”), dated August 22, 2022 (the “**Proposal**”) lodged with MNP Ltd. (the “**Proposal Trustee**”) by Taccom Rapid Deployment Protection Group Inc. (“**Taccom**” or the “**Company**”) and filed with the Official Receiver on August 22, 2022;
- ♦ a statement of affairs, detailing the Company’s assets and liabilities as August 22, 2022 (“**SOA**”);
- ♦ a proof of claim form;
- ♦ a voting letter if you wish to vote in advance of the meeting; and
- ♦ a general proxy.

The following is an outline of the background and financial position of the Company, including relevant information that should be of assistance to the creditors in considering their position with respect to the Proposal.

In preparing this Report and making the comments herein, the Proposal Trustee has been provided with, and has relied upon, certain unaudited, draft and/or internal financial information, the Company’s books and records, discussions with management and information from other third-party sources (collectively, the “**Information**”). 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 pursuant to the CPA Canada Handbook.

Capitalized terms used in this Report are the same as those referenced in the Proposal.

SECTION A - Background

Taccom is an Ontario corporation that began operations on or about June 2020 and primarily provided security guard and patrol services. The Company managed its operations from its leased premises in Beaverton, Ontario.

The principal and owner of the Company was Richard Kevin Benoit ("**Richard**"). Richard and his spouse, Linda Langerak ("**Linda**") are shown to be the directors of Taccom. Although Linda was employed by and provided close protection services for the Company, she was not actively involved in the management of the business; Richard performed this role, as well as was the face of the business.

On March 13, 2022, Richard unexpected and tragically passed away. Following Richard's death, Linda was thrust into the position of managing the operations as she was now the sole surviving director of the Company. Upon assuming this management role, Linda discovered that Taccom was in arrears to Canada Revenue Agency ("**CRA**") for employee source deductions prior to 2022 year, as well as Harmonized Sales Tax ("**HST**").

In April 2022, Linda commenced an evaluation of the viability of the business, wherein it was confirmed that the Company was financially insolvent, and its future financial prospects were negative. The significant indebtedness to CRA, combined with the fact that Richard now no longer there to generate income for the business lead to the unfortunate decision to cease business operations effective May 14, 2022 (the "**Closure**").

Following the Closure and up to date of this Filing, the Company was active in collecting all of its realizable accounts receivables, realizing on its other assets (principally used vehicles) and reducing/cancelling costs, including vacating its leased premises, with the view of maximizing the funds available for the Company's creditors.

Notwithstanding these effort, the total net funds of the Company are not sufficient enough to fully address CRA's deemed trust claim for unremitted source deductions.

On or about August 3, 2022, Taccom and Linda were served with Statements of Claim by Anna Hicks and Amy Hicks claiming among other things wrongful dismissal following the Closure (the "**Actions**").

On August 22, 2022, Taccom filed a Proposal pursuant to the BIA.

The Company commenced these restructuring proceeds as a means to:

- (i) allow for the orderly distribution of the net assets of the Company;
- (ii) maximize the distribution/recovery for all of Taccom's unsecured trade creditors;
- (iii) allow the Company's former employees to participate in the Wage Earner Protection Program ("**WEPP**") and to be compensated for amounts that may be owed for termination pay;

- (iv) stay the Actions and allow the claims process of restructuring proceedings to address such claims made in a timely and cost-efficient manner; and
- (v) allow Linda to address her financial exposures as a director of the Company.

SECTION B - Summary of the Proposal

This section contains a summary of the Proposal, the terms of which would only be effective if the Proposal is being accepted by the creditors and approved by the Court, in accordance with the provisions of the BIA (collectively the “**Implementation Date**”).

As set out in the Proposal, the Proposal provides for the following:

- (i) Funding of the Proposal – Conditional on the acceptance of the Proposal by the Unsecured Creditors of the Company and the Court approving the Proposal and the expiry of all appeal periods, the Proposal Fund shall total no less than \$294,300 and be funded as follows:
 - a. the Company shall pay the sum of no less than \$69,300 to the Proposal Trustee for distribution in accordance with this Proposal;
 - b. the retainer of \$40,000 provided by the Company to the Proposal Trustee shall added to the pool of funds available for distribution in accordance with this Proposal; and
 - c. Linda, as the Proposal Sponsor, shall pay \$185,000 to the Proposal Trustee for distribution in accordance with this Proposal.
- (ii) **Administrative Fees and Expenses** – The fees and expenses of the Proposal Trustee and those of legal counsel for the Company incidental to the preparation, presentation, consideration and implementation of the Proposal, shall be paid in full out of the Proposal Fund and other retainers provided to the Proposal Trustee by the Company prior to distribution to the Unsecured Creditors, to a maximum of seventy-seven thousand dollars (\$77,000) plus disbursements and applicable taxes;
- (iii) **Secured Creditors** - To be paid in accordance with existing arrangements with the Company, or as may be arranged with them, and are not affected by this Proposal;
- (iv) **Crown Creditors** - Unless Her Majesty in Right of Canada or a Province agrees otherwise, the Proven Claims, if any, of Crown Creditors shall be paid within six (6) months after Court approval of the Proposal out of the Proposal Fund. Based on the SOA, the Company’s obligation to Canada Revenue Agency in respect of unpaid source deductions amounts to \$191,650.80;
- (v) **Employee Creditors** - The Proven Claims, if any, of the Employee Creditors who are owed a preferred claim for qualifying wages under subsection 136(1)(d) of the BIA (this does not include termination or severance pay owing), shall be paid immediately after Court approval of the Proposal out of the Proposal Fund. There are two former salaried employees who pursuant to their employment agreement

were paid up to May 14, 2022 but were entitled to be paid until May 31, 2022. The total net amount payable to these two employees is \$5,328.22.

- (vi) **Preferred Creditors** – The Company shall pay to each Preferred Creditor its Proven Claim in the priority established by the BIA. Based on the SOA, the Company does not have any preferred creditors;
- (vii) **Ordinary Creditors** – The Proven Claims of Ordinary Creditors shall be paid by the Proposal Trustee from the remaining balance of the Proposal Fund after payment of the Administrative Fees and Expenses, and the Claims, if any, set out in paragraphs (iii) to (vi) of this Section, their pro rata share of the Proposal Fund;
- (viii) **Related Party Creditors** – Any related party creditors shall not be entitled to vote on the Proposal or receive any distribution under the Proposal;
- (ix) **Levy** – Payments to each Unsecured Creditor shall be net of any applicable levy payable to the Office of the Superintendent of Bankruptcy (the “OSB”) as required by the BIA and the Proposal Trustee shall remit the amount of such levy to the OSB with the distributions to Unsecured Creditors;
- (x) **Preferences and Transactions at Under Value** - Sections 95-101 of the BIA will not apply in respect of this Proposal;
- (xi) **Claims Against Directors** - Any Claims against the Company by any Creditor that are also Claims against the directors and/or officers of the Company that relate to obligations of Company where the directors are under any law liable in their capacity as directors for the payment of such obligations and that claims arose before the commencement of the proposal proceedings shall be, upon Court approval of the Proposal and to the extent permitted by the BIA, released and forever discharged as against the directors of the Company;

The above description of the Proposal is a summary only, and readers are cautioned that if there is inconsistency between this Report and the Proposal, the terms of the Proposal shall govern.

SECTION C - Financial Position and Causes of Difficulties

The below tables summarize the Company’s historical financial results since its incorporation on June 1, 2020.

	Year ended	
	May 31 2021	May 31 2022
Sales	\$532,340	\$1,338,400
Payroll expenses	(426,265)	(1,309,928)
Other expenses	(150,440)	(243,535)
Net Income	\$(44,365)	\$(215,064)

	As at	
	May 31 2021	May 31 2022
Total Assets	\$246,953	\$171,614
Liabilities	\$291,218	\$430,943
Shareholder's Equity	(44,265)	(259,329)
Total Liabilities and Shareholder's Equity	\$246,953	\$171,614

The Company began near the beginning of the Covid-19 pandemic and has not generated positive net income during the short time that the Company has been in existence. The sudden and unexpected death of the Company's owner, Richard, in March 2022 has now led to an uncertain future for its business prospects and its financial viability. An evaluation of the business conducted in April and May 2022 projected negative cash flows and a further erosion of the Company's assets if operations continued past the Closure. The aforementioned operational issues are further compounded by the significant arrears owing to CRA for source deductions and HST, which in aggregate total approximately \$384,000, before accrued interest.

SECTION D - Interim Receiver

Not Applicable.

SECTION E - Identification and Evaluation of Assets

According to the sworn SOA, the Company's only asset is Cash at Bank in the amount \$118,513.65. It should be noted that since August 22, 2022 (the date of the SOA) the Cash in Bank has been reduced by \$40,000 to reflect the payment of a retainer to the Proposal Trustee as contemplated by the Proposal. It is further contemplated that there will be additional disbursements to cover certain outstanding wage amounts and associated government remittance, as well as to pay other professional fees associated with preparing and finalizing all outstanding tax returns. It is contemplated that there will be approximately \$109,400, inclusive of the \$40,000 retainer to be available under the Proposal Fund, should the Proposal be accepted by the Unsecured Creditors and approved by the Court.

SECTION F - Conduct of the Company

The conduct of the Company does not appear to be subject to censure.

SECTION G - Creditors' Claims

As per the sworn SOA, the Company's creditors consist of:

Creditor Classifications	Indebtedness Per SOA
Secured ¹	\$118,514
Preferred ²	0
Unsecured ³	546,035
Contingent ⁴	3
Total	\$664,552

Notes:

- [1] The above figure reflects the only value of the security/net assets subject to the secured claims. The secured creditors claims are shown on the SOA – List “B” to amount to \$196,979.02, representing a claim by CRA for source deduction arrears of \$191,650.80 and \$5,328.22 related to outstanding wages. It should be noted that this claim of CRA for source deduction arrears is principally a deemed trust claim (the portion relating to interest/penalties and the employer's portion of Canada Pension Plan and Employment Insurance remittances are unsecured claims), which ranks in priority to all creditors in the event of a bankruptcy. Additionally, \$4,000 of the wage claims would in a bankruptcy be super priority secured claim pursuant to Section 81.3 of the BIA, with the balance being a preferred a claim under Subsection 136(1) of the BIA.
- [2] There are no preferred creditors pursuant to Subsection 136(1) of the BIA reflected on the SOA. As noted above, the outstanding wage amounts have been reflected as secured but then are subordinated to unsecured claims, given the limited net asset/value of the security.
- [3] A majority of the unsecured creditor claim are associated with the balance of CRA's claim for source deductions arrears, as well as its claim for HST and corporate tax. The balance of the unsecured claims relate to potential termination pay claims by employees, including the potential subrogated claim of Employment and Social Development Canada (“**Service Canada**”) in connection with the Wage Earner Protection Program (WEPP). It should be noted that the employees' termination pays claims have been reflected at \$1 to address privacy concerns and since exact quantification of the claims for WEPP have yet be determined. Similarly, the claim figure for Service Canada on the SOA is an estimate only and based on a number of assumptions.
- [4] The contingent creditors relate to unliquidated damages and other claims associated with wrongful dismissal action commenced by Anna Hicks and Amy Hicks, as well as in relation to loans made by Anna Hicks and Ron Lampman allegedly to the Company. Although the loan agreements show the borrower to be “Tacom Consultants”, another business venture of Richard's, payment of the loans was made by the Company and the loans do appear on internal financial statements of the Company.

SECTION H - Previous Business Dealings with the Company

MNP was initially engaged by the Company on April 17, 2022, as a consultant to assist the Company in reviewing its restructuring options.

SECTION I - Informal Meeting with Major Creditors

None.

SECTION J - Remuneration of Proposal Trustee

The Proposal contemplates the Proposal Trustee's fees and expenses related to the administration of the Proposal, including those its, if applicable, and the Company's legal counsel (the "**Administrative Fees and Expenses**") will be paid out of the Proposal Fund and other retainers provided.

The Proposal contemplates that the Administrative Fees and Expenses will be capped at \$77,000 plus disbursements and applicable taxes.

SECTION K - Other

The Company was recently served with a notice for wrongful dismissal claims from two former employees. They have been subject to a stay of proceedings on account of filing of this Proposal.

SECTION L - Statement of Estimated Realizations

Set-out below is a comparison the Proposal Trustee's estimate of the distribution to the Unsecured Creditors if the Proposal is accepted by the Creditors and approved by the Court versus if the Proposal is rejected by the Creditors and the Company is deemed to have made an assignment in bankruptcy.

	<u>Claims¹</u>	<u>Proposal</u>	<u>Recovery %</u>	<u>Bankruptcy</u>	<u>Recovery %</u>
FUND AVAILABLE FOR DISTRIBUTION					
Cash to contributed by the Company/ Net assets of the Company ^{2,3}		\$ 69,389.19		\$ 69,389.19	
Add: Retainer for MNP ⁴		40,000.00		-	
Contribution by Ms. Langerak ⁵		185,000.00		-	
Gross Funds Available Distribution		294,389.19		69,389.19	
LESS: Professional Fees and Expenses ⁶		(87,010.00)		(33,900.00)	
NET FUND AVAILABLE FOR DISTRIBUTION		\$ 207,379.19		\$ 35,489.19	
CREDITOR CLAIMS AND ESTIMATED DISTRIBUTIONS IN ORDER OF PRIORITY					
CRA - Source deductions claim (deemed trust) ⁷	\$ 191,650.80	\$ 191,650.80	100.00%	\$ 35,489.19	18.52%
Secured Creditors - Wage claims ^{2,8}	-	-		-	
Preferred Creditors ⁹	-	-		-	
Unsecured Creditors ¹⁰	467,513.26	15,728.39	3.36%	-	0.00%
Total to be Distributed to Creditors	659,164.06	\$ 207,379.19		\$ 35,489.19	

Notes:

- 1 Based on amounts as per the sworn SOA.

- 2 Assumes the payment of the outstanding wages in advance of the Proposal's acceptance and approval, which would otherwise need to be paid immediately after Court approval of the Proposal.
- 3 Represents the cash balance and only asset of the Company after the payment of the retainer to the Proposal Trustee and outstanding wages.
- 4 Represents the retainer paid as contemplated in the Proposal and is included in the Proposal Fund if the Proposal is accepted and approved. In the event of a bankruptcy, such retainer would be used to the professional fees and disbursements of the
- 5 Contribution by Ms. Langerak is contingent on the acceptance and approval of the Proposal.
- 6 Represents the estimated professional fees and disbursements and applicable HST. In the event of the bankruptcy, it is assumed that the retainer will be applied against the accounts of the Proposal Trustee.
- 7 Based on indebtedness figure as per SOA. Under the Proposal, the Crown claim is to be paid from the Proposal Funds. In the event of the bankruptcy, CRA claim for unremitted employee source deductions would represent a super priority deemed trust claim that would rank ahead of all creditors of the Company.
- 8 No amounts are estimated to be owing to Secured Creditors. In the event of the bankruptcy, there will be no funds available for distribution to the any creditors, except to CRA for its deemed trust claim.
- 9 No amounts are estimated to be owing to Preferred Creditors.
- 10 Based on indebtedness figure as per SOA. In the event of the bankruptcy, there will be no funds available for distribution to the any creditors, except to CRA for its deemed trust claim.

Preferences and Transactions at Under Value

The Proposal provides that sections 95-101 are not applicable. Accordingly, and to assess the appropriateness of the inclusion of this clause, the Proposal Trustee is carrying out a review of the Company's bank statements and cancelled cheques for the period beginning August 1, 2021, and ending on August 22, 2022, in order to enable it to be able to report to the creditors on any potential preferences or transfers at undervalue identified. As the review is still in process, the Proposal Trustee shall report to creditors on its findings at the meeting of creditors to consider the Proposal.

SECTION M - Recommendations

Based on the above and subject to no material potential preferences or transfers at undervalue being identified, the Proposal Trustee recommends the acceptance of the Proposal as the Proposal contemplates a distribution to the Unsecured Creditors which would not occur if the Company is bankrupt.

SECTION N - Technical Requirements for a Successful Proposal

This Proposal will become effective only if it is accepted by a resolution of the Unsecured Creditors and approved by the Court. To obtain Creditor approval, a simple majority in the number of Unsecured Creditors voting, with this majority representing at least 2/3 of the dollar value of the Unsecured Creditors voting, must vote in favour of the Proposal. If the Unsecured Creditors do not accept the Proposal, then the Company will be deemed to have made an assignment in bankruptcy and a meeting of creditors in the matter of the bankruptcy will immediately take place.

If the Unsecured Creditors vote to accept the Proposal, Court approval of the Proposal must then be sought. If the Court does not approve the Proposal, the Company would be deemed to have made an assignment in bankruptcy and the Trustee of the bankruptcy estate will then call a meeting of creditors in the matter of the bankruptcy.

When completing the Proof of Claim form submitted herewith, Creditors should include all outstanding amounts as of August 22, 2022, the date of the filing of the Proposal. It is expressly noted and should be clearly understood that MNP Ltd., in its capacity as Proposal Trustee, assumes no personal liability for any claims that Creditors may have against the Company, filed, proven, deemed or otherwise, either before or after the filing of the Proposal.

Creditors may attend, in person or by proxy, the meeting to consider the Proposal, which will be held on **Monday, September 12, 2022 at 10:00 a.m. (Toronto, Ontario Time) by video/telephone conference (via Microsoft Teams Meetings)**. To attend/join the meeting you may connect by the following:

Teams: Video Conferencing

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjRkYmNkNjAtMjJiZC00NjY4LWE2MWYtZDZJMDIjYWYyYT Fj%40thread.v2/0?context=%7b%22Tid%22%3a%22cb3b0d1e-24fb-4847-ba48-2f5e7c2b9b23%22%2c%22Oid%22%3a%22878e28f7-bff8-4bb0-bf76-db348e998b00%22%7d

Telephone (audio only)

1 877 252 9279, Passcode: 549230779#

In order to participate and vote at the meeting, Creditors must file their claims in prior to the start of the meeting (10:00 am (Toronto Time) on September 12, 2022). Creditors who do not wish to attend or be represented at the meeting but who wish to vote, may forward their Proofs of Claim and voting letters to the Proposal Trustee either by email to Fatemah.Khalfan@mnp.ca or by fax to (416) 596-7894.

Should you have any questions or comments on the Proposal or this report, please do not hesitate to contact the undersigned.

Dated at Toronto, Ontario, the 29th day of August 2022.

MNP LTD.

Trustee acting *in re* the Proposal of
Tacom Rapid Deployment Protection Group Inc. and not in its
personal or corporate capacities

Per:



Matthew Lem
Licensed Insolvency Trustee

Encl.

Exhibit - "C"

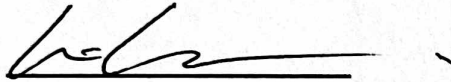
- Minutes of a meeting of the directors of -
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.

Held on the 22nd day of August 2022
At Beaverton
In the Municipality of Durham
In the province of Ontario
At 3:00 PM
Present:

Linda Langerak

On motion duly made, seconded and carried, Linda Langerak, Director acted as chairman at the meeting. A quorum of Directors being present in person the chairman declared the meeting to be regularly constituted. The chairman reported that the company was in financial difficulties and was no longer able to meet its obligations generally as they became due. It was therefore resolved that the company file a proposal pursuant to the Bankruptcy and Insolvency Act and that MNP Ltd. will act as trustee in proposal, and that for that purpose Linda Langerak, Director be authorized to execute such documents in connection therewith as may be required.

Upon motion duly made, seconded and carried, the meeting adjourned.



Chairman

The undersigned Directors of the above named company do hereby waive notice calling the meeting of which the foregoing are the Minutes and we do hereby ratify, approve and confirm all the resolutions passed and business transacted therewith.



Certified to be a true copy of the minutes of the meeting of the directors of TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC. held on the 22nd day of August 2022 in the Township of Brock, in the Regional Municipality of Durham in the Province of Ontario.



(SEAL)

Exhibit - "D"

District of ONTARIO
Division 10-Peterborough
Estate #31-2858238
Court # 31-2858238

AFFIDAVIT OF MAILING

**IN THE MATTER OF THE PROPOSAL OF TACCOM RAPID DEPLOYMENT
PROTECTION GROUP INC.
OF THE VILLAGE OF BEAVERTON, IN THE TOWNSHIP OF BROCK
IN THE REGIONAL MUNICIPALITY OF DURHAM, IN THE PROVINCE OF
ONTARIO**

I, Fatemah Khalfan, of the City of Toronto, in the Province of Ontario hereby make oath and say;

That on the 29th day of August, 2022, I did cause to be mailed by prepaid ordinary mail to the director and the creditors of the above-named corporation whose names, email addresses appear on the paper-writing marked as Exhibit "A", attached hereto, a copy each of the Cover letter of Notice to the Creditors, Report of the Trustee on the Proposal (the "**Report**"), Notice of Proposal to Creditors (the "**Notice**"), the Proposal, Statement of Affairs, a blank Proof of Claim Form, Checklist for Proof of Claim, Proxy Form and Voting Letter marked as Exhibit "B", attached hereto.

That on 29th day of August, 2022, I did cause to electronically file the Notice with the Office of the Superintendent of Bankruptcy, and copy of the confirmation of filing is marked as Exhibit "C", attached hereto.

And that on 30th day of August, 2022, I did cause to electronically file the Report with the Office of the Superintendent of Bankruptcy, and copy of the confirmation of filing is marked as Exhibit "D", attached hereto.

SWORN BEFORE ME by video conference
From the City of Toronto to the Town of Erin,
In Wellington County, on this 30th day of August, 2022



Commissioner for Taking Affidavits

Matthew Eric Lam, a Commissioner, etc.,
Province of Ontario, for MNP Ltd. and MNP LLP.
Expires February 21, 2023.

)
)
)
)


Fatemah Khalfan

Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF FATEMAH KHALFAN

Sworn before me via videoconference

This 30th day of August, 2022

A handwritten signature in blue ink, appearing to read "Su Co", is written above a horizontal line.

Commissioner for taking Affidavits, etc.

Creditor Mailing List

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the Province of Ontario

Creditor Type	Name	Attention	Address
Director	Linda Langerak		24215 Thorah Park Blvd., RR#1 Beaverton ON L0K 1A0
Contingent	Hicks, Amy		Termination Pay/Stmt of Claim 61 York Street Cannington ON L0E1E0 hickscamy@hotmail.com
	Hicks, Anna		Term. Pay/Stmt of Claim/Loan 61 York Street Cannington ON L0E 1E0
	Lampman, Ron		Loan 125 Elm Street St. Thomas ON N5R 1H9
Secured	CRA - Tax - Ontario		73176 7737 RP0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (833) 697-2390
	Duro, Jose		Final Wages per Emplyment Agmt 35 Mariposa Avenue York ON M6N4A3 joeduro@live.ca
	Hicks, Amy		Final Wages per Emplyment Agmt 61 York Street Cannington ON L0E 1E0
Unsecured	407 ETR Express Toll Route	Marion Richardson/Collections	835400590 6300 Steeles Ave W Woodbridge ON L4H 1J1 Fax: (905) 264-7511 Bankruptcy@407ETR.com
	Aditi, Aditi		Termination Pay 43 Davies Crescent Barrie ON L4M2M4 jaditi245@gmail.com
	Badmus, Olawale		Termination Pay 491 Camelot Drive Sudbury ON P3B3M6 olawalebadmus73@yahoo.com
	Badyal, Paras		Termination Pay 1124 Madeleine Avenue Sudbury ON P3A3A3 paras29091997@gmail.com
	Bamidele, Oluwatuyi		Termination Pay 107-720 Bruce Avenue Sudbury ON P3C5C4 tuyiman2017@gmail.com
	Bellefeuille, Kyle		Termination Pay 1545 Grandale St. Hanmer ON P3P0A2 bellefeuillek14@gmail.com

Creditor Mailing List

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the Province of Ontario

Creditor Type	Name	Attention	Address
Unsecured	Brouillette, Joseph		Termination Pay 337 Perrault Street Sudbury ON P3B2M5 joeydbrouillette@gmail.com
	Brown, Lawrence		Termination Pay 1939 Faylee Crescent Pickering ON L1V2T3 lawrence@tacomrdpg.com
	Bugra, Manisha		Termination Pay 999 Lake Drive East Jacksons Point ON L0E1L0 aroramanisha866@gmail.com
	Cabral, Michael		Termination Pay 124 Carrick Avenue Keswick ON L4P3P3 mikejcabral@gmail.com
	Certified Tracking Solutions (GPS Units)	Adam Herman	4230 Savaryn Drive Edmonton AB T6X 1Z9
	Chatterjee, Sumit		Termination Pay 60 Emily Avenue North York ON M9L2R1 samchatterjee@gmail.com
	Choudhary, Harshit		Termination Pay 206 Queen Street East Cambridge ON N3C2B4 harshit01choudhary@gmail.com
	Cleveland, Cindy		Termination Pay 26684 Weirs Sideroad Pefferlaw ON L0E1N0 sbsc_past@yahoo.ca
	CRA - Tax - Ontario		73176 7737 RC0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (833) 697-2390
	CRA - Tax - Ontario		73176 7737 RT0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (833) 697-2390
	CRA - Tax - Ontario		73176 7737 RP0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (833) 697-2390
	Dave, Rutvik		Termination Pay 1012 Dublin Street Sudbury ON P3A1R6 daverutvik222@gmail.com
	Duro, Jose		Final Wages per Employment Agmt 35 Mariposa Avenue York ON M6N4A3 joeduro@live.ca

Creditor Mailing List

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the Province of Ontario

Creditor Type	Name	Attention	Address
Unsecured	Edoo, Sheik		Termination Pay 146 Maurice Drive Newmarket ON L3Y2W2 nooraniedoo15@gmail.com
	EHT Ontario Employer Health Tax	Insolvency Unit	PO Box 627 6th Floor 33 King Street West Oshawa ON L1H 8H5 Fax: (905) 436-4524
	Employment and Social Development Canada		Canada Revenue Agency PO Box 2517 London ON N6A 4G9 Fax: (418) 556-1827
	Enbridge Gas Distribution - Ontario	Back Office Collections Department	910037214781 PO Box 10 Brantford ON N3T 5M4 egiccbankruptcies@enbridge.com
	Frostick, Dale		Termination Pay 28 Ravenswood Drive Jacksons Point ON L0E1L0 dale-frostick-72@hotmail.com
	Garg, Shreya		Termination Pay 7 Barwick Drive Barrie ON L4N6Z7
	Goyal, Diksha		Termination Pay 71 College Crescent Barrie ON L4M2W5 dikshagoyal804@gmail.com
	Hicks, Amy		Termination Pay/Stmt of Claim 61 York Street Cannington ON L0E1E0 hickscamy@hotmail.com
	Hicks, Amy		Final Wages per Emplyment Agmt 61 York Street Cannington ON L0E 1E0
	Hicks, Anna		Term. Pay/Stmt of Claim/Loan 61 York Street Cannington ON L0E 1E0
	Kahlon, Dilraj		Termination Pay 2-169 Alder Street Sudbury ON P3C4J7 kahlondilraj10@gmail.com
	Katyal, Drig		Termination Pay 2002 Wilson Street Innisfil ON L9S4Y2 drigkatyal52@gmail.com
	Kaur, Arshdeep		Termination Pay 152 Rose Street Barrie ON L4M2T7 arshdeep0146@gmail.com
	Kaur, Komalpreet		Termination Pay 182 William Street North Lindsay ON K9V4B2

Creditor Mailing List

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the Province of Ontario

Creditor Type	Name	Attention	Address
Unsecured	Kaur, Rajwinder B		Termination Pay 1453 Dearbourne Drive Sudbury ON P3A5E6 rajwinder98hsp@gmail.com
	Kayahara, Ryan		Termination Pay 358 Fern Avenue Richmond Hill ON L4C8P6 ryan.kayahara@outlook.com
	Khalid', Mubarak		Termination Pay 72 Graihawk Barrie ON L4N6G7 mkhalid.a@outlook.com
	Kumar, Ritika		Termination Pay 284 Cook Street Barrie ON L4M4H8 ritika.kumar1998@gmail.com
	Kumar, Sanjay		Termination Pay 18 Cheltenham Road Barrie ON L4M6T2 sanjusam5261@gmail.com
	Lee, Denice		Termination Pay 34015 Talbot Road Beaverton ON L0K1A0 deniceann777@gmail.com
	Mankotia, Nitin		Termination Pay 206 Queen Street East Cambridge ON N3C2B4 er.nitinmankotia@gmail.com
	Margettas, Dimitrios		Termination Pay 1 Lambton Avenue Toronto ON M6N2S2 dimitrimargettas@tacomrdpg.com
	Marsh, Rene		Termination Pay 27 Victoria Avenue North Lindsay ON K9V4E6 renemarsh@hotmail.com
	Maturana, Bryan		Termination Pay 3311 12/13 Sunnidale Sideroad New Lowell ON L0M1N0
	Nshimirimana, Fresnel		Termination Pay 57 William Avenue Coniston ON P0M1M0 fresnel.nshim@gmail.com
	Panwar, Nikita		Termination Pay 180 William Street North Lindsay ON K9V4B5 nikitpanwar0@gmail.com
	Patel, Darshit		Termination Pay 1849 Kelvin Street Sudbury ON P3A2G3 darshitpatel2619@gmail.com
	Prince, Prince		Termination Pay 1022 Bancroft Drive Sudbury ON P3B1R4 princekhaira98130@gmail.com

Creditor Mailing List

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the Province of Ontario

Creditor Type	Name	Attention	Address
Unsecured	Remedy, Stefan		Termination Pay 829 Montsell Avenue Jacksons Point ON L0E1S0 stefanremedy@gmail.com
	Rogers		8-9320-2523 P.O.Box 9100 Don Mills ON M3C 3P9
	Savita, Savita		Termination Pay 45 William Street South Lindsay ON K9V3A6 savitakashyap7@gmail.com
	Singh, Amandeep		Termination Pay 206 Queen Street East Cambridge ON N3C2B4 amanmann0092@gmail.com
	Singh, Amanpreet		Termination Pay 3-387 Burton Avenue Sudbury ON P3C4K4 S05amanpreet@gmail.com
	Singh, Anmol		Termination Pay 180 William Street North Lindsay ON K9V4B5
	Singh, Arvinder		Termination Pay 1350 Woodbine Avenue Sudbury ON P3A2M4 arwinder.kaler@ymail.com
	Singh, Harbinder		Termination Pay 1-510 Kehoe Avenue Sudbury ON P3C5G8 singhharbinder786@gmail.com
	Singh, Inderveer		Termination Pay 1749 Hawkthorne Drive Sudbury ON P3A1M4 inderveer.9611@gmail.com
	Singh, Jagjit		Termination Pay 103-241 Lloyd Street Sudbury ON P3B3X3 jagjit998singh@gmail.com
	Singh, Jagjot B		Termination Pay 96 Rideau Crescent Peterborough ON K9J1G9 Jagjotmehera@gmail.com
	Singh, Jashandeep		Termination Pay 91 Bulmer Crescent Newmarket ON L3X3K1 sjashandeep710@gmail.com
	Singh, Lovepreet		Termination Pay 120 Cundles Road East Barrie ON L4M5M8 lovepreetvirk.lv@gmail.com
	Singh, Pardeep		Termination Pay 1516 Holland Street Sudbury ON P3A3R6 pardeepkhokhar94@gmail.com

Creditor Mailing List

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brook
in the Regional Municipality of Durham, in the Province of Ontario

Creditor Type	Name	Attention	Address
Unsecured	Singh, Randeep		Termination Pay 7 Coventry Crescent Kingston ON K7M7S2 randeepsingh7999@gmail.com
	Singh, Rashandeep		Termination Pay 93 Hickling Trail Barrie ON L4M5T4 rshndhillon@gmail.com
	Singh, Vishavjeet		Termination Pay 1290-B Bancroft Drive Sudbury ON P3B4C9 singhvishavjeet56@gmail.com
	The Toronto-Dominion Bank C/O FCT Default Solutions		4520 73** **** 3806 PO Box 2514, Station B London ON N6A 4G9 Fax: (647) 439-1419 dsinsolvency@collectlink.com
	Ukafor, Reuben		Termination Pay 198 St. Onge Street Chelmsford ON P0M1L0 ukaforreuben@gmail.com
	Vassallo, Matthew		Termination Pay 56 Lisbeth Crescent Lindsay ON K9V0C9 mattvass88@outlook.com
	Walker, Shyanne		Termination Pay 30-1771 Maley Drive Sudbury ON P3A4R7 lcplwalker@me.com
	Workplace Safety and Insurance Board	Eric Kupka	

Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF FATEMAH KHALFAN

Sworn before me via videoconference

This 30th day of August, 2022

A handwritten signature in blue ink, appearing to be 'Lu Lu', is written over a horizontal line.

Commissioner for taking Affidavits, etc.

District of Ontario
Division No. 10 – Peterborough
Court No. 31-2858238
Estate No. 31-2858238

IN THE MATTER OF THE PROPOSAL OF
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
OF THE VILLAGE OF BEAVERTON, IN THE TOWNSHIP OF BROCK, IN THE
REGIONAL MUNICIPALITY OF DURHAM, IN THE PROVINCE OF ONTARIO

To the Creditors of Taccom Rapid Deployment Protection Group Inc. (“Taccom”)

On August 22, 2020, Taccom filed a Proposal (the “**Proposal**”), dated August 22, 2022, pursuant to s. 62(1) of the *Bankruptcy and Insolvency Act (Canada)* (the “**BIA**”) and MNP Ltd. was named as the proposal trustee (the “**Trustee**”).

Please find enclosed the Report of Trustee to the Creditors pursuant to s. 50(5) of the BIA, together with the following for Taccom:

- A. Notice of Proposal to Creditors – Form 92 (the “**Notice**”);
- B. A copy of the Proposal, dated August 22, 2022;
- C. A copy of the sworn Statement of Affairs;
- D. A Proof of Claim Form (“**PoC**”), including instructions on how to complete;
- E. A Voting Letter; and
- F. A Proxy Form

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.

As noted in the Notice, a meeting of creditors to consider the proposal of Taccom (the “**Meeting**”) will be held on **Monday, September 12, 2022, at 10.00 a.m. (Toronto, Ontario Time) by video/telephone conference (via Microsoft Teams)**. To attend/join the Meeting you may connect by the following:

Microsoft Teams: Video Conferencing

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjRkYmNkNjAtMjJiZC00NjY4LWE2MwYtZDJlMDljYWYyYTFj%40thread.v2/0?context=%7b%22Tid%22%3a%22cb3b0d1e-24fb-4847-ba48-2f5e7c2b9b23%22%2c%22Oid%22%3a%22878e28f7-bff8-4bb0-bf76-db348e998b00%22%7d

Telephone (audio only)

Toll Free (in Canada):	+1 877 252-9279
Outside of Canada:	+1 587-747-4334
Phone Conference ID:	549 230 779#

LICENSED INSOLVENCY TRUSTEES

SUITE 300, 111 RICHMOND STREET W, TORONTO ON, M5H 2G4
1.877.251.2922 T: 416.596.1711 F: 416.596.7894 MNPdebt.ca

Although you may submit/file your PoC and voting letter up to the appointed time for the start of the Meeting in order to be eligible to vote at the Meeting, we advise that in order to ensure that we receive your PoC and voting letter in time, **we strongly encourage you to submit/file your PoC and voting letter by no later than 5:00 PM (Toronto time) on Friday, September 9, 2022.**

You may forward your PoC, proxy and voting letter by email to Fatemah.khalfan@mnp.ca or via facsimile at (416) 596-7894

Your PoC is to be filed based on the amount owed as of **August 22, 2022**, the date the Proposal was filed.

In addition, please note that if the debt owed by Taccom is to a corporate entity and you plan to have a representative attending the Meeting, in order for such representative to be entitled to vote at the Meeting, you will need to also provide a completed Proxy Form to document such authority.

If you have any questions concerning the foregoing or require any additional information, please contact Fatemah Khalfan at (647) 475-8329 or by email at Fatemah.khalfan@mnp.ca

Dated at Toronto, Ontario this 29th day of August, 2022.

MNP LTD.,

Trustee *in re* the Proposal of
Taccom Rapid Deployment Protection Group Inc.

Per:



Matthew Lem, CIRP, LIT
Senior Vice-President

Encl.

District of Ontario
Division No. 10 - Peterborough
Court No. 31-2858238
Estate No. 31-2858238

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE PROPOSAL OF
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
OF THE VILLAGE OF BEAVERTON, IN THE TOWNSHIP OF BROCK, IN THE
REGIONAL MUNICIPALITY OF DURHAM IN THE PROVINCE OF ONTARIO

REPORT OF TRUSTEE TO THE CREDITORS
(Section 50(5) of the Bankruptcy and Insolvency Act)

Enclosed are the following documents:

- ♦ Notice of Proposal to Creditors;
- ♦ Proposal under Part III, Division I, of the *Bankruptcy and Insolvency Act* (the “**BIA**”), dated August 22, 2022 (the “**Proposal**”) lodged with MNP Ltd. (the “**Proposal Trustee**”) by Taccom Rapid Deployment Protection Group Inc. (“**Taccom**” or the “**Company**”) and filed with the Official Receiver on August 22, 2022;
- ♦ a statement of affairs, detailing the Company’s assets and liabilities as August 22, 2022 (“**SOA**”);
- ♦ a proof of claim form;
- ♦ a voting letter if you wish to vote in advance of the meeting; and
- ♦ a general proxy.

The following is an outline of the background and financial position of the Company, including relevant information that should be of assistance to the creditors in considering their position with respect to the Proposal.

In preparing this Report and making the comments herein, the Proposal Trustee has been provided with, and has relied upon, certain unaudited, draft and/or internal financial information, the Company’s books and records, discussions with management and information from other third-party sources (collectively, the “**Information**”). 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 pursuant to the CPA Canada Handbook.

Capitalized terms used in this Report are the same as those referenced in the Proposal.

SECTION A - Background

Taccom is an Ontario corporation that began operations on or about June 2020 and primarily provided security guard and patrol services. The Company managed its operations from its leased premises in Beaverton, Ontario.

The principal and owner of the Company was Richard Kevin Benoit ("**Richard**"). Richard and his spouse, Linda Langerak ("**Linda**") are shown to be the directors of Taccom. Although Linda was employed by and provided close protection services for the Company, she was not actively involved in the management of the business; Richard performed this role, as well as was the face of the business.

On March 13, 2022, Richard unexpected and tragically passed away. Following Richard's death, Linda was thrust into the position of managing the operations as she was now the sole surviving director of the Company. Upon assuming this management role, Linda discovered that Taccom was in arrears to Canada Revenue Agency ("**CRA**") for employee source deductions prior to 2022 year, as well as Harmonized Sales Tax ("**HST**").

In April 2022, Linda commenced an evaluation of the viability of the business, wherein it was confirmed that the Company was financially insolvent, and its future financial prospects were negative. The significant indebtedness to CRA, combined with the fact that Richard now no longer there to generate income for the business lead to the unfortunate decision to cease business operations effective May 14, 2022 (the "**Closure**").

Following the Closure and up to date of this Filing, the Company was active in collecting all of its realizable accounts receivables, realizing on its other assets (principally used vehicles) and reducing/cancelling costs, including vacating its leased premises, with the view of maximizing the funds available for the Company's creditors.

Notwithstanding these effort, the total net funds of the Company are not sufficient enough to fully address CRA's deemed trust claim for unremitted source deductions.

On or about August 3, 2022, Taccom and Linda were served with Statements of Claim by Anna Hicks and Amy Hicks claiming among other things wrongful dismissal following the Closure (the "**Actions**").

On August 22, 2022, Taccom filed a Proposal pursuant to the BIA.

The Company commenced these restructuring proceeds as a means to:

- (i) allow for the orderly distribution of the net assets of the Company;
- (ii) maximize the distribution/recovery for all of Taccom's unsecured trade creditors;
- (iii) allow the Company's former employees to participate in the Wage Earner Protection Program ("**WEPP**") and to be compensated for amounts that may be owed for termination pay;

- (iv) stay the Actions and allow the claims process of restructuring proceedings to address such claims made in a timely and cost-efficient manner; and
- (v) allow Linda to address her financial exposures as a director of the Company.

SECTION B - Summary of the Proposal

This section contains a summary of the Proposal, the terms of which would only be effective if the Proposal is being accepted by the creditors and approved by the Court, in accordance with the provisions of the BIA (collectively the “**Implementation Date**”).

As set out in the Proposal, the Proposal provides for the following:

- (i) Funding of the Proposal – Conditional on the acceptance of the Proposal by the Unsecured Creditors of the Company and the Court approving the Proposal and the expiry of all appeal periods, the Proposal Fund shall total no less than \$294,300 and be funded as follows:
 - a. the Company shall pay the sum of no less than \$69,300 to the Proposal Trustee for distribution in accordance with this Proposal;
 - b. the retainer of \$40,000 provided by the Company to the Proposal Trustee shall added to the pool of funds available for distribution in accordance with this Proposal; and
 - c. Linda, as the Proposal Sponsor, shall pay \$185,000 to the Proposal Trustee for distribution in accordance with this Proposal.
- (ii) **Administrative Fees and Expenses** – The fees and expenses of the Proposal Trustee and those of legal counsel for the Company incidental to the preparation, presentation, consideration and implementation of the Proposal, shall be paid in full out of the Proposal Fund and other retainers provided to the Proposal Trustee by the Company prior to distribution to the Unsecured Creditors, to a maximum of seventy-seven thousand dollars (\$77,000) plus disbursements and applicable taxes;
- (iii) **Secured Creditors** - To be paid in accordance with existing arrangements with the Company, or as may be arranged with them, and are not affected by this Proposal;
- (iv) **Crown Creditors** - Unless Her Majesty in Right of Canada or a Province agrees otherwise, the Proven Claims, if any, of Crown Creditors shall be paid within six (6) months after Court approval of the Proposal out of the Proposal Fund. Based on the SOA, the Company’s obligation to Canada Revenue Agency in respect of unpaid source deductions amounts to \$191,650.80;
- (v) **Employee Creditors** - The Proven Claims, if any, of the Employee Creditors who are owed a preferred claim for qualifying wages under subsection 136(1)(d) of the BIA (this does not include termination or severance pay owing), shall be paid immediately after Court approval of the Proposal out of the Proposal Fund. There are two former salaried employees who pursuant to their employment agreement

were paid up to May 14, 2022 but were entitled to be paid until May 31, 2022. The total net amount payable to these two employees is \$5,328.22.

- (vi) **Preferred Creditors** – The Company shall pay to each Preferred Creditor its Proven Claim in the priority established by the BIA. Based on the SOA, the Company does not have any preferred creditors;
- (vii) **Ordinary Creditors** – The Proven Claims of Ordinary Creditors shall be paid by the Proposal Trustee from the remaining balance of the Proposal Fund after payment of the Administrative Fees and Expenses, and the Claims, if any, set out in paragraphs (iii) to (vi) of this Section, their pro rata share of the Proposal Fund;
- (viii) **Related Party Creditors** – Any related party creditors shall not be entitled to vote on the Proposal or receive any distribution under the Proposal;
- (ix) **Levy** – Payments to each Unsecured Creditor shall be net of any applicable levy payable to the Office of the Superintendent of Bankruptcy (the “OSB”) as required by the BIA and the Proposal Trustee shall remit the amount of such levy to the OSB with the distributions to Unsecured Creditors;
- (x) **Preferences and Transactions at Under Value** - Sections 95-101 of the BIA will not apply in respect of this Proposal;
- (xi) **Claims Against Directors** - Any Claims against the Company by any Creditor that are also Claims against the directors and/or officers of the Company that relate to obligations of Company where the directors are under any law liable in their capacity as directors for the payment of such obligations and that claims arose before the commencement of the proposal proceedings shall be, upon Court approval of the Proposal and to the extent permitted by the BIA, released and forever discharged as against the directors of the Company;

The above description of the Proposal is a summary only, and readers are cautioned that if there is inconsistency between this Report and the Proposal, the terms of the Proposal shall govern.

SECTION C - Financial Position and Causes of Difficulties

The below tables summarize the Company’s historical financial results since its incorporation on June 1, 2020.

	Year ended	
	May 31 2021	May 31 2022
Sales	\$532,340	\$1,338,400
Payroll expenses	(426,265)	(1,309,928)
Other expenses	(150,440)	(243,535)
Net Income	\$(44,365)	\$(215,064)

	As at	
	May 31 2021	May 31 2022
Total Assets	\$246,953	\$171,614
Liabilities	\$291,218	\$430,943
Shareholder's Equity	(44,265)	(259,329)
Total Liabilities and Shareholder's Equity	\$246,953	\$171,614

The Company began near the beginning of the Covid-19 pandemic and has not generated positive net income during the short time that the Company has been in existence. The sudden and unexpected death of the Company's owner, Richard, in March 2022 has now led to an uncertain future for its business prospects and its financial viability. An evaluation of the business conducted in April and May 2022 projected negative cash flows and a further erosion of the Company's assets if operations continued past the Closure. The aforementioned operational issues are further compounded by the significant arrears owing to CRA for source deductions and HST, which in aggregate total approximately \$384,000, before accrued interest.

SECTION D - Interim Receiver

Not Applicable.

SECTION E - Identification and Evaluation of Assets

According to the sworn SOA, the Company's only asset is Cash at Bank in the amount \$118,513.65. It should be noted that since August 22, 2022 (the date of the SOA) the Cash in Bank has been reduced by \$40,000 to reflect the payment of a retainer to the Proposal Trustee as contemplated by the Proposal. It is further contemplated that there will be additional disbursements to cover certain outstanding wage amounts and associated government remittance, as well as to pay other professional fees associated with preparing and finalizing all outstanding tax returns. It is contemplated that there will be approximately \$109,400, inclusive of the \$40,000 retainer to be available under the Proposal Fund, should the Proposal be accepted by the Unsecured Creditors and approved by the Court.

SECTION F - Conduct of the Company

The conduct of the Company does not appear to be subject to censure.

SECTION G - Creditors' Claims

As per the sworn SOA, the Company's creditors consist of:

Creditor Classifications	Indebtedness Per SOA
Secured ¹	\$118,514
Preferred ²	0
Unsecured ³	546,035
Contingent ⁴	3
Total	\$664,552

Notes:

- [1] The above figure reflects the only value of the security/net assets subject to the secured claims. The secured creditors claims are shown on the SOA – List "B" to amount to \$196,979.02, representing a claim by CRA for source deduction arrears of \$191,650.80 and \$5,328.22 related to outstanding wages. It should be noted that this claim of CRA for source deduction arrears is principally a deemed trust claim (the portion relating to interest/penalties and the employer's portion of Canada Pension Plan and Employment Insurance remittances are unsecured claims), which ranks in priority to all creditors in the event of a bankruptcy. Additionally, \$4,000 of the wage claims would in a bankruptcy be super priority secured claim pursuant to Section 81.3 of the BIA, with the balance being a preferred a claim under Subsection 136(1) of the BIA.
- [2] There are no preferred creditors pursuant to Subsection 136(1) of the BIA reflected on the SOA. As noted above, the outstanding wage amounts have been reflected as secured but then are subordinated to unsecured claims, given the limited net asset/value of the security.
- [3] A majority of the unsecured creditor claim are associated with the balance of CRA's claim for source deductions arrears, as well as its claim for HST and corporate tax. The balance of the unsecured claims relate to potential termination pay claims by employees, including the potential subrogated claim of Employment and Social Development Canada ("**Service Canada**") in connection with the Wage Earner Protection Program (WEPP). It should be noted that the employees' termination pays claims have been reflected at \$1 to address privacy concerns and since exact quantification of the claims for WEPP have yet be determined. Similarly, the claim figure for Service Canada on the SOA is an estimate only and based on a number of assumptions.
- [4] The contingent creditors relate to unliquidated damages and other claims associated with wrongful dismissal action commenced by Anna Hicks and Amy Hicks, as well as in relation to loans made by Anna Hicks and Ron Lampman allegedly to the Company. Although the loan agreements show the borrower to be "Taccom Consultants", another business venture of Richard's, payment of the loans was made by the Company and the loans do appear on internal financial statements of the Company.

SECTION H - Previous Business Dealings with the Company

MNP was initially engaged by the Company on April 17, 2022, as a consultant to assist the Company in reviewing its restructuring options.

SECTION I - Informal Meeting with Major Creditors

None.

SECTION J - Remuneration of Proposal Trustee

The Proposal contemplates the Proposal Trustee's fees and expenses related to the administration of the Proposal, including those its, if applicable, and the Company's legal counsel (the "Administrative Fees and Expenses") will be paid out of the Proposal Fund and other retainers provided.

The Proposal contemplates that the Administrative Fees and Expenses will be capped at \$77,000 plus disbursements and applicable taxes.

SECTION K - Other

The Company was recently served with a notice for wrongful dismissal claims from two former employees. They have been subject to a stay of proceedings on account of filing of this Proposal.

SECTION L - Statement of Estimated Realizations

Set-out below is a comparison the Proposal Trustee's estimate of the distribution to the Unsecured Creditors if the Proposal is accepted by the Creditors and approved by the Court versus if the Proposal is rejected by the Creditors and the Company is deemed to have made an assignment in bankruptcy.

	Claims ¹	Proposal	Recovery %	Bankruptcy	Recovery %
FUND AVAILABLE FOR DISTRIBUTION					
Cash to contributed by the Company/ Net assets of the Company ^{2,3}		\$ 69,389.19		\$ 69,389.19	
Add: Retainer for MNP ⁴		40,000.00		-	
Contribution by Ms. Langerak ⁵		185,000.00		-	
Gross Funds Available Distribution		294,389.19		69,389.19	
LESS: Professional Fees and Expenses ⁶		(87,010.00)		(33,900.00)	
NET FUND AVAILABLE FOR DISTRIBUTION		\$ 207,379.19		\$ 35,489.19	
CREDITOR CLAIMS AND ESTIMATED DISTRIBUTIONS IN ORDER OF PRIORITY					
CRA - Source deductions claim (deemed trust) ⁷	\$ 191,650.80	\$ 191,650.80	100.00%	\$ 35,489.19	18.52%
Secured Creditors - Wage claims ^{2,8}	-	-		-	
Preferred Creditors ⁹	-	-		-	
Unsecured Creditors ¹⁰	467,513.26	15,728.39	3.36%	-	0.00%
Total to be Distributed to Creditors	659,164.06	\$ 207,379.19		\$ 35,489.19	

Notes:

- 1 Based on amounts as per the sworn SOA.

- 2 Assumes the payment of the outstanding wages in advance of the Proposal's acceptance and approval, which would otherwise need to be paid immediately after Court approval of the Proposal.
- 3 Represents the cash balance and only asset of the Company after the payment of the retainer to the Proposal Trustee and outstanding wages.
- 4 Represents the retainer paid as contemplated in the Proposal and is included in the Proposal Fund if the Proposal is accepted and approved. In the event of a bankruptcy, such retainer would be used to the professional fees and disbursements of the
- 5 Contribution by Ms. Langerak is contingent on the acceptance and approval of the Proposal.
- 6 Represents the estimated professional fees and disbursements and applicable HST. In the event of the bankruptcy, it is assumed that the retainer will be applied against the accounts of the Proposal Trustee.
- 7 Based on indebtedness figure as per SOA. Under the Proposal, the Crown claim is to be paid from the Proposal Funds. In the event of the bankruptcy, CRA claim for unremitted employee source deductions would represent a super priority deemed trust claim that would rank ahead of all creditors of the Company.
- 8 No amounts are estimated to be owing to Secured Creditors. In the event of the bankruptcy, there will be no funds available for distribution to the any creditors, except to CRA for its deemed trust claim.
- 9 No amounts are estimated to be owing to Preferred Creditors.
- 10 Based on indebtedness figure as per SOA. In the event of the bankruptcy, there will be no funds available for distribution to the any creditors, except to CRA for its deemed trust claim.

Preferences and Transactions at Under Value

The Proposal provides that sections 95-101 are not applicable. Accordingly, and to assess the appropriateness of the inclusion of this clause, the Proposal Trustee is carrying out a review of the Company's bank statements and cancelled cheques for the period beginning August 1, 2021, and ending on August 22, 2022, in order to enable it to be able to report to the creditors on any potential preferences or transfers at undervalue identified. As the review is still in process, the Proposal Trustee shall report to creditors on its findings at the meeting of creditors to consider the Proposal.

SECTION M - Recommendations

Based on the above and subject to no material potential preferences or transfers at undervalue being identified, the Proposal Trustee recommends the acceptance of the Proposal as the Proposal contemplates a distribution to the Unsecured Creditors which would not occur if the Company is bankrupt.

SECTION N - Technical Requirements for a Successful Proposal

This Proposal will become effective only if it is accepted by a resolution of the Unsecured Creditors and approved by the Court. To obtain Creditor approval, a simple majority in the number of Unsecured Creditors voting, with this majority representing at least 2/3 of the dollar value of the Unsecured Creditors voting, must vote in favour of the Proposal. If the Unsecured Creditors do not accept the Proposal, then the Company will be deemed to have made an assignment in bankruptcy and a meeting of creditors in the matter of the bankruptcy will immediately take place.

If the Unsecured Creditors vote to accept the Proposal, Court approval of the Proposal must then be sought. If the Court does not approve the Proposal, the Company would be deemed to have made an assignment in bankruptcy and the Trustee of the bankruptcy estate will then call a meeting of creditors in the matter of the bankruptcy.

When completing the Proof of Claim form submitted herewith, Creditors should include all outstanding amounts as of August 22, 2022, the date of the filing of the Proposal. It is expressly noted and should be clearly understood that MNP Ltd., in its capacity as Proposal Trustee, assumes no personal liability for any claims that Creditors may have against the Company, filed, proven, deemed or otherwise, either before or after the filing of the Proposal.

Creditors may attend, in person or by proxy, the meeting to consider the Proposal, which will be held on **Monday, September 12, 2022 at 10:00 a.m. (Toronto, Ontario Time) by video/telephone conference (via Microsoft Teams Meetings)**. To attend/join the meeting you may connect by the following:

Teams: Video Conferencing

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjRkYmNkNjAtMjJiZC00NjY4LWE2MWYtZDJlMDIjYWYyYT Fj%40thread.v2/0?context=%7b%22Tid%22%3a%22cb3b0d1e-24fb-4847-ba48-2f5e7c2b9b23%22%2c%22Oid%22%3a%22878e28f7-bff8-4bb0-bf76-db348e998b00%22%7d

Telephone (audio only)

1 877 252 9279, Passcode: 549230779#

In order to participate and vote at the meeting, Creditors must file their claims in prior to the start of the meeting (10:00 am (Toronto Time) on September 12, 2022). Creditors who do not wish to attend or be represented at the meeting but who wish to vote, may forward their Proofs of Claim and voting letters to the Proposal Trustee either by email to Fatemah.Khalfan@mnp.ca or by fax to (416) 596-7894.

Should you have any questions or comments on the Proposal or this report, please do not hesitate to contact the undersigned.

Dated at Toronto, Ontario, the 29th day of August 2022.

MNP LTD.

Trustee acting *in re* the Proposal of
Tacom Rapid Deployment Protection Group Inc. and not in its
personal or corporate capacities

Per:



Matthew Lem
Licensed Insolvency Trustee

Encl.

District of: Ontario
Division No. 10 - Peterborough
Court No. 31-2858238
Estate No. 31-2858238

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

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the Province of Ontario

Take notice that TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC. of the Village of Beaverton in the Province of Ontario has lodged with me a proposal under the *Bankruptcy and Insolvency Act*.

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

A general meeting of the creditors will be held on the 12th day of September 2022 at 10:00 AM at Via MS Teams - Video and / or Telephone Conference Call (877) 252-9279 (Toll-free in Canada), Phone Conference ID: 549 230 779#.

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

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

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

Dated at the City of Toronto in the Province of Ontario, this 29th day of August 2022.

MNP Ltd. - Licensed Insolvency Trustee

300 - 111 Richmond Street West
Toronto ON M5H 2G4
Phone: (416) 596-1711 Fax: (416) 323-5242

(A form of proof of claim, a form of proxy and a voting letter should be enclosed with each notice.)

District of: Ontario
 Division No. 10 - Peterborough
 Court No. 3+2858238
 Estate No. 3+2858238

FORM 92 --- Continued

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
 of the Village of Beaverton, in the Township of Brock
 in the Regional Municipality of Durham, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Certified Tracking Solutions (GPS Units) Adam Herman	4230 Savaryn Drive Edmonton AB T6X 1Z9		2,138.24
CRA - Tax - Ontario	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	73176 7737 RT0001	192,411.02
CRA - Tax - Ontario	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	73176 7737 RP0001	191,650.80
CRA - Tax - Ontario	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	73176 7737 RC0001	18,034.66
Duro, Jose	35 Mariposa Avenue York ON M6N4A3	Final Wages per Employment Agmt	2,906.30
Employment and Social Development Canada	Canada Revenue Agency PO Box 2517 London ON N6A 4G9		247,495.54
Enbridge Gas Distribution - Ontario Back Office Collections Department	PO Box 10 Brantford ON N3T 5M4	910037214781	405.41
Hicks, Amy	61 York Street Cannington ON L0E 1E0	Final Wages per Employment Agmt	2,421.92
Rogers	P.O.Box 9100 Don Mills ON M3C 3P9	8-9320-2523	1,018.70
The Toronto-Dominion Bank C/O FCT Default Solutions	PO Box 2514, Station B London ON N6A 4G9	4520 73** **** 3806	3,619.16
Workplace Safety and Insurance Board Eric Kupka	200 Front St W, 22nd Floor Toronto ON M5V 3J1		2,333.30

District of: Ontario
Division No. 10 - Peterborough
Court No. 31-2858238
Estate No. 31-2858238

FORM 92 --- Concluded

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the Province of Ontario

Total			664,435.05
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ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE PROPOSAL OF
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
OF THE VILLAGE OF BEAVERTON, IN THE TOWNSHIP OF BROCK, IN THE
REGIONAL MUNICIPALITY OF DURHAM, IN THE PROVINCE OF ONTARIO

PROPOSAL

Tacom Rapid Deployment Protection Group Inc. hereby submits the following Proposal pursuant to the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, C B-3.

ARTICLE 1

INTERPRETATION

1.1 Definitions

1.1 In this Proposal unless otherwise stated or the context otherwise requires, capitalized terms shall have the following meanings:

:

- (a) “**Act**” means the *Bankruptcy and Insolvency Act*, (Canada) R.S.C. 1985, c. B-3, as it may be amended from time to time;
- (b) “**Available Cash**” has the meaning ascribed in **Article 5.1**.
- (c) “**Administrative Fees and Expenses**” means the proper fees, expenses, including legal fees and disbursements, of the Trustee and the Debtor on and incidental to the preparation, presentation, consideration and implementation of the Proposal, any amendments thereto, and the proceedings, transactions and agreements contemplated thereby or arising therefrom;
- (d) “**Approval Order**” means an Order of the Court approving the Proposal pursuant to the provisions of the Act;

- (e) “**Business Day**” means a day, other than a Saturday, Sunday or holiday, on which banks are generally open for business in Toronto, Ontario;
- (f) “**Canada Pension Plan**” means the *Canada Pension Plan*, R.S.C. 1985, c. C-8, as amended;
- (g) “**Claim**” means any right of any Person against the Debtor in connection with any indebtedness, liability or obligation of any kind of the Debtor which indebtedness, liability or obligation is in existence at the Proposal Date, whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such a right is executory in nature, 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 or 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 as of the Proposal Date, where such claims are proved and allowed, and “**Claims**” has a corresponding meaning;
- (h) “**Court**” means the Ontario Superior Court of Justice (In Bankruptcy and Insolvency);
- (i) “**Creditor**” means any Person, who holds one or more Claims, including Secured Creditors and Unsecured Creditors and “**Creditors**” has a corresponding meaning;
- (j) “**Creditors’ Meeting**” means the meeting of the Unsecured Creditors called for the purpose of considering and voting upon the Proposal;
- (k) “**Creditors’ Meeting Date**” means the date and time as may be called by the Trustee for the meeting of creditors to consider this Proposal, but in any event shall be no later than twenty-one (21) days following the Proposal Date or as otherwise may be extended;
- (l) “**Crown Creditors**” means Her Majesty in Right of Canada or a Province for all amounts that were outstanding at the Proposal Date and are of a kind that could be subject to a demand under.
 - (i) subsection 244(1.2) of the *Income Tax Act*;
 - (ii) any provision of the Canada Pension Plan or of the *Employment Insurance Act* that refers to subsection 244(2.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the Canada Pension Plan, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or

- (iii) any provision of provincial legislation that has a similar purpose to subsection 244(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum
 - A. has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*, or
 - B. is of the same nature as a contribution under the Canada Pension Plan if the province is a “province providing a comprehensive pension plan” as defined in subsection 3(1) of the Canada Pension Plan and the provincial legislation establishes a “provincial pension plan” as defined in that subsection;

- (m) “**Debtor**” means Taccom Rapid Deployment Protection Group Inc.;
- (n) “**Directors**” means the Debtor’s current and former directors;
- (o) “**Employee Creditors**” means employees and former employees of the Debtor, not to include independent commissioned sales agents or contractors, for amounts equal to the amounts that they would be qualified to receive under Paragraph 136(l)(d) of the Act if the Debtor became bankrupt on the Proposal Date, as well as wages, salaries, commissions or compensation for services rendered after that date and before the Court approval of the Proposal, together with, in the case of travelling salesmen, disbursements properly incurred by those salesmen in and about the Debtor’s business during the same period. For greater clarity, the Claims of Employee Creditors does not include amounts associated with termination pay or severance pay due by statute, common law or otherwise;
- (p) “**Employment Insurance Act**” means the *Employment Insurance Act*, S.C. 1996 c. 23, as amended;
- (q) “**Funding**” has the meaning ascribed in **Article 5.1**.
- (r) “**Implementation Date**” means the date upon which the conditions set forth in **Article 7.6** have been satisfied;
- (s) “**Income Tax Act**” means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), as amended;
- (t) “**Inspectors**” means one or more inspectors appointed pursuant to the Act as provided for in the Proposal;
- (u) “**MNP**” means MNP Ltd.;

- (v) “**Official Receiver**” shall have the meaning ascribed thereto in the Act;
- (w) “**Ordinary Creditor**” means a Creditor with a Proven Claim, except for those Claims that:
 - (i) the Trustee determines not to be a provable claim in accordance with subsection 135(1.1) of the Act;
 - (ii) have been finally and conclusively disallowed in accordance with the Act;
 - (iii) are Claims by Preferred Creditors;
 - (iv) are Claims by Employee Creditors;
 - (v) are Claims by Crown Creditors;
 - (vi) are Claims by a Related Party Creditor;
 - (vii) are Claims by Secured Creditors; or
 - (viii) are Claims in respect of the Administrative Fees and Expenses;and “**Ordinary Creditors**” has a corresponding meaning;
- (x) “**Performance of the Proposal**” means full performance of this Proposal as set out in **Article 6.10**;
- (y) “**Post-Filing Goods and Services**” means the goods and services purchased by the Debtor subsequent to the Proposal Date;
- (z) “**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;
- (aa) “**Preferred Creditors**” means Unsecured Creditors that are required by the Act to be paid in priority to all other claims under a proposal made by a debtor save and except for Employee Creditors and Crown Creditors.
- (bb) “**Proof of Claim**” shall mean the proof of claim required by the Act to be mailed to each known Creditor prior to the Creditors’ Meeting;
- (cc) “**Proposal**” means this proposal together with any amendments or additions thereto;
- (dd) “**Proposal Date**” means the date of the filing of the Proposal with the Official Receiver;

- (ee) “**Proposal Fund**” means the aggregate of the Retainer, Available Cash and the Funding held a designated trust account for the Debtor;
- (ff) “**Proposal Sponsor**” means Linda Langerak;
- (gg) “**Proven Claim**” of a Creditor means the amount of the Claim of such Creditor finally determined in accordance with the provisions of the Act;
- (hh) “**Related Party Creditors**” means any claims by Linda Langerak and the Estate of Richard Kevin Benoit, deceased, or their respective immediate family members, that is not a claim by a Secured Creditor, and any Creditor related to the Debtor within the meaning of section 4 of the Act.
- (ii) “**Retainer**” has the meaning ascribed in **Article 5.1**.
- (jj) “**Secured Creditor**” means a person holding a mortgage, hypothec, charge, pledge, charge or lien on or against the property or assets of the Debtor as security for a debt due or accruing due to the person from the Debtor;
- (kk) “**Service Canada**” means the Government of Canada - Employment and Social Development Canada that delivers the WEPP;
- (ll) “**Subrogated WEPP Claim**” means all eligible wage claims or rights that a former employee may have against the Debtor, who has received compensation under the WEPP, are subrogated to Service Canada to the extent of the amount paid;
- (mm) “**Trustee**” means MNP Ltd. or its duly appointed successor or successors;
- (nn) “**Unsecured Creditors**” means the Preferred Creditors and any Creditor who is not a Secured Creditor or a Related Party Creditor;
- (oo) “**Voting Letter**” shall mean the voting letter required by subsection 51(1) of the Act to be mailed to each known Creditor prior to the Creditors’ Meeting;
- (pp) “**WEPP**” means the Wage Earner Protection Program administered by the Trustee and delivered by Service Canada.

1.2 Articles of Reference

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

1.3 Extended Meanings

In this Proposal words importing the singular number only include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

1.4 Interpretation Not Affected by Headings

The division of this Proposal into Parts and Sections and the insertion of headings are for the convenience of reference only and do not affect the construction or interpretation of this Proposal. The terms “this Proposal”, “hereof”, “hereunder” and similar expressions refer to this entire Proposal and not to any particular Part, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent herewith, references herein to Parts and Sections are to Parts and Sections of this Proposal.

1.5 Date for Any Action

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

1.6 Time

All times expressed herein are local time in Toronto, Ontario, Canada unless otherwise stipulated. Where the time for anything pursuant to the Proposal on a particular date is unspecified herein, the time shall be deemed to be 5:00 p.m. local time in Toronto, Ontario, Canada.

1.7 Numbers

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

1.8 Currency

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

1.9 Statutory References

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

1.10 Successors and Assigns

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

ARTICLE 2

CLASSIFICATION AND TREATMENT OF CREDITOR

2.1 Classes of Creditors

For the purposes of voting on the Proposal, only the Unsecured Creditors will be entitled to vote on the Proposal. There shall be one (1) class of Unsecured Creditors.

2.2 Secured Creditors

The Claims of Secured Creditors shall not be compromised by this Proposal and Secured Creditors shall be paid in accordance with the respective agreement(s) between each Secured Creditor and the Debtor or as otherwise agreed between each Secured Creditor and the Debtor.

2.3 Preferred Creditors

The Proven Claims of the Preferred Creditors of the Debtor are to be paid in full in priority to the Proven Claims of the Unsecured Creditors in accordance with the Act and the Proposal.

2.4 Crown Creditors

Unless Her Majesty in Right of Canada or a Province agrees otherwise, the Proven Claims, if any, of Crown Creditors shall be paid within six (6) months after the making of the Approval Order out of the Proposal Fund.

2.5 Unsecured Creditors

The Proven Claims of the Unsecured Creditors of the Debtor will be satisfied or paid as provided by **Article 6**.

2.6 No Distribution to Related Party Creditors

If this Proposal is accepted by the Unsecured Creditors, approved by the Court, and not subsequently annulled, the Related Party Creditors shall postpone payment of all amounts owing to them by the Debtor and shall not participate in the distribution of the Proposal Fund paid over to the Trustee pursuant to this Proposal.

ARTICLE 3

PROCEDURE FOR VALIDATION OF CLAIMS

3.1 Filing of Proofs of Claim

Each Unsecured Creditor must file a Proof of Claim as required by the Act to vote on, or receive a distribution under, the Proposal. Unsecured Creditors will receive a distribution in accordance with **Article 6** based on their Proven Claims.

Any former employee who has submitted an Act Form 31 – Proof of Claim and supporting documentation which has been accepted by the Trustee and Service Canada in connection with the WEPP, shall not be required to complete and re-submit a Proof of Claim form to prove their Claim. Accordingly, Service Canada shall also not be required to complete and submit Proof of Claim forms in connection with its Subrogated WEPP Claims in order to prove their Claims.

3.2 Allowance of Claims

Upon receipt of a completed Proof of Claim, the Trustee shall examine the Proof of Claim and shall, in consultation with the Debtor, deal with each Proof of Claim in accordance with the provisions of the Act.

3.3 Procedure in Act Applicable

Subject to **Article 3.2**, the procedure for: (a) determining and valuing Claims of the Unsecured Creditors that are contingent or unliquidated; and (b) disallowing and resolving disputes with respect to Claims will be as set forth in section 135 of the Act.

ARTICLE 4

MEETING OF CREDITORS

4.1 Creditors' Meeting

On the Creditors' Meeting Date, the Trustee shall hold the Creditors' Meeting in order for the Creditors to consider and vote upon the Proposal.

4.2 Time and Place of Meeting

Unless otherwise ordered by the Court, the Creditors' Meeting shall be held at a time and place to be established by the Official Receiver, or the nominee thereof, and confirmed in the notice of Creditors' Meeting to be mailed to Creditors pursuant to the Act.

4.3 Conduct of Meetings

The Official Receiver, or the nominee thereof, shall preside as the chair of the Creditors' Meeting and will decide all matters relating to the conduct of the Creditors' Meeting. The only

persons entitled to attend the Creditors' Meeting are those persons, including the holders of proxies, entitled to vote at the Creditors' Meeting, and the officers, directors, auditors and legal counsel of the Debtor, together with such representatives of the Trustee as the Trustee may appoint in its discretion, and such scrutineers as may be duly appointed by the chair of such meeting. Any other person may be admitted on invitation of the chair of the Creditors' Meeting or with the consent of the Unsecured Creditors.

4.4 Adjournment of Meetings

The Creditors' Meeting may be adjourned in accordance with section 52 of the Act.

4.5 Voting by Creditors

Any Proof of Claim in respect of a Claim of an Unsecured Creditor that is not a Proven Claim as at the Creditors' Meeting Date will be marked as objected to in accordance with subsection 108(3) of the Act.

4.6 Approval by Creditors

The Proposal will be binding on the Unsecured Creditors in accordance with the Act, if: (a) it is accepted by the class of Unsecured Creditors by a majority in the number of the Unsecured Creditors who actually vote upon the Proposal (in person or by proxy) at the Creditors' Meeting or by a Voting Letter, representing two-thirds (2/3) or more in value of the Proven Claims of the Unsecured Creditors in that class who actually vote upon the Proposal (whether in person or by proxy) at the Creditors' Meeting or by a Voting Letter; and (b) the Approval Order is made.

4.7 Appointment of Inspectors

At the Creditors' Meeting, the Unsecured Creditors may appoint up to five (5) Inspectors whose powers will be limited to the powers granted to Inspectors under the Act, including: (a) advising the Trustee concerning any dispute which may arise as to the validity of Claims; (b) the power to waive any default in the performance of any provisions of the Proposal; and (c) advising the Trustee from time to time with respect to any other matter that the Trustee may refer to them.

Any decision, direction or act of the Inspectors may be referred to the Court by the Trustee and the Court may confirm, reverse or modify the decision, direction or act and make such order as it deems just.

ARTICLE 5

FUNDING AND THE IMPLEMENTATION OF PROPOSAL

5.1 The Proposal Fund

On or within three (3) Business Days of the filing of this Proposal, the Debtor shall provide the Trustee with a retainer in the amount of FORTY THOUSAND DOLLARS (\$40,000) (the

“**Retainer**”), which will be held in separate trust account of the Trustee until the Implementation Date. On the Implementation date, the Retainer will be transferred to a designated trust account for the Debtor for distribution in accordance with **Article 6**.

On or before the Implementation Date, the Debtor shall pay the sum of no less than SIXTY-NINE THOUSAND THREE HUNDRED DOLLARS (\$69,300) (the “**Available Cash**”) to the Trustee to be held in a designated trust account for the Debtor for distribution in accordance with **Article 6**.

On or before the Implementation Date, in consideration of the releases contemplated herein, the Proposal Sponsor shall pay the sum of ONE HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS (\$185,000) (the “**Funding**”) to the Trustee to be held in a designated trust account for the Debtor for distribution in accordance with **Article 6**.

ARTICLE 6

DISTRIBUTION

6.1 Payment of Administrative Fees and Expenses

The Administrative Fees and Expenses shall be paid in full out of the Proposal Fund and other retainers provided to the Trustee by the Debtor prior to distribution to the Unsecured Creditors, to a maximum of SEVENTY-SEVEN THOUSAND DOLLARS (\$77,000) plus disbursements and applicable taxes.

6.2 Distribution to Crown Creditors

Unless Her Majesty agrees otherwise, the Proven Claims, if any, of the Crown Creditors shall be paid by the Trustee within six (6) months after the making of the Approval Order out of the Proposal Fund.

6.3 Distribution to Employee Creditors

The Claims, if any, of the Employee Creditors shall be paid by the Trustee after the making of the Approval Order in the ordinary course from the Proposal Fund.

6.4 Distribution to Preferred Creditors

The Proven Claims of Preferred Creditors shall be paid by the Trustee in full from the Proposal Fund in priority to all claims of Unsecured Creditors in accordance with the scheme of distribution set forth in the Act.

6.5 Distribution to the Ordinary Creditors

The Proven Claims of Ordinary Creditors shall be paid by the Trustee from the remaining balance of the Proposal Fund after payment of the Administrative Fees and Expenses, and the

Claims, if any, set out in paragraphs 6.2, 6.3, and 6.4 above, their *pro rata* share¹ of the Proposal Fund.

6.6 Requirement to File Proofs of Claim

On the Implementation Date the Trustee shall deliver notice pursuant to subsection 149(1) of the Act requiring that any of the Debtor's Unsecured Creditors that have not filed a Proof of Claim file a Proof of Claim within thirty (30) days.

6.7 No Distribution to Related Party Creditors

If this Proposal is accepted by the creditors, approved by the Court, and not subsequently annulled, the Related Party Creditors shall postpone payment of all amounts owing to them by the Debtor and shall not participate in the distribution of the Proposal Fund paid over to the Trustee pursuant to this Proposal.

6.8 Claims Against Directors

Any Claims against the Debtor by any Creditor that are also Claims against the Directors and officers of the Debtor that relate to obligations of the Debtor where directors are under any law liable in their capacity as Directors for the payment of such obligations and that the claims arose before the commencement of the proposal proceedings shall be, and upon Court approval of this Proposal, are hereby, to the extent permitted by the Act, compromised and released and forever discharged as against the Directors of the Debtor in accordance with the Act and this Proposal upon acceptance of this Proposal by the Unsecured Creditors and approval by the Court.

6.9 Levy

Payments to each Unsecured Creditor shall be net of any applicable levy payable to the Office of the Superintendent of Bankruptcy as required by the Act and the Trustee shall remit the amount of such levy to the Office of the Superintendent of Bankruptcy contemporaneous with the distributions to Unsecured Creditors.

6.10 Certificate of Full Performance

The Trustee shall issue a certificate of Full Performance upon the Debtor and the Proposal Funder, respectively, fulfilling of terms of this Proposal as set out above in **Article 5.1**.

6.11 Discharge of Trustee

Upon the payment by the Trustee of the amounts contemplated in this **Article 6**, the Trustee shall have discharged its duties as Trustee and the Trustee shall be entitled to apply for its discharge as

¹ Based on the proportion that the Proven Claim of such Ordinary Creditor bears to the total Proven Claims of all Ordinary Creditors.

Trustee. For greater certainty, the Trustee will not be responsible or liable for any obligations of the Debtor and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a wilful or wrongful act or default.

ARTICLE 7

MISCELLANEOUS

7.1 Payment of Post-Filing Goods and Services

All Post-Filing Goods and Services shall be paid in full in the ordinary course of the Debtor's business and on terms agreed to between the Debtor and its respective creditors from funds other than the Proposal Fund. The Debtor agrees that the Trustee shall not in any case be responsible for ensuring that payment is duly made to any person supplying Post-Filing Goods and Services.

7.2 Payment of Post-Filing Crown Creditors

During the period between the Filing Date and the Effective Date, the Debtor shall pay and keep current Her Majesty in Right of Canada and in Right of Ontario all amounts of a kind that could be subject to a demand under subsection 224(1.2) of the Income Tax Act or otherwise as provided for in subsection 60(1.1) of the Act or any substantially similar provision of Ontario legislation.

7.3 Compromise Effective for all Purposes

The provisions of this Proposal will be binding upon each Creditor, their subsidiaries and affiliates, shareholders, directors and officers, heirs, executors, administrators, successors and assigns, for all purposes.

7.4 Modification of Proposal

The Debtor may propose an alteration or modification to the Proposal prior to the vote taking place on the Proposal.

7.5 Consents, Waivers and Agreements

As at 12:01 a.m. on the Implementation Date, each Unsecured Creditor will be deemed:

- (a) to have executed and delivered to the Debtor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Proposal in its entirety;
- (b) to have waived any default by the Debtor in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Unsecured Creditor and the Debtor that has occurred on or prior to the Implementation Date;

- (c) to have agreed, in the event that there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Unsecured Creditor and the Debtor as at the Implementation Date (other than those entered into by the Debtor on, or with effect from, the Implementation Date) and the provisions of this Proposal, that the provisions of this Proposal shall take precedence and priority and the provisions of such agreement or other arrangement shall be amended accordingly; and
- (d) to have released the Debtor, the Trustee, the Directors, and the Proposal Sponsor and all of their respective affiliates, employees, agents, directors, officers, shareholders, advisors, consultants and solicitors from any and all demands, claims, actions, causes of action, counter-claims, suits, debts, sums of money, accounts, covenants, damages, judgements, expenses, executions, liens, set off rights and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to or arising out of or in connection with the matters herein; provided that nothing herein shall release: (i) the Debtor of its obligation to make the distributions to Unsecured Creditors contemplated in this Proposal (ii) any person from liabilities or claims which cannot be released pursuant to subsection 50(14) of the Act as determined by a final, non-appealable judgment of the Court.

7.6 Conditions to Proposal Implementation

The implementation of the Proposal by the Debtor will be conditional upon the fulfilment or satisfaction of the following conditions:

- (a) The acceptance of the Proposal by the Unsecured Creditors; and
- (b) The Court issuing the Approval Order and the expiry of all appeal periods.

7.7 Effect of Proposal Generally

As at 12:01 a.m. on the Implementation Date:

- (a) The treatment of all Claims under the Proposal shall be final and binding on the Debtor and all Unsecured Creditors (along with their respective heirs, executors, administrators, legal personal representatives, successors and assigns); and
- (b) The Proposal shall constitute: (i) a full, final and absolute settlement of all rights of the holders of the Claims and other Persons affected hereby; and (ii) an absolute release and discharge of all indebtedness, liabilities and obligations of the Debtor and other Persons of or in respect of the Claims or other obligations affected by the Proposal.

7.8 Conduct of Debtor's Business

Subject to any Order made by the Court, the Debtor shall remain in possession and control of their property and assets at all times, both before and after the Implementation Date.

ARTICLE 8

AVOIDANCE OF TRANSACTION

8.1 Avoidance Proceedings

Sections 95 to 101 of the Act will not apply in respect of the Debtor or this Proposal.

GENERAL

8.2 Events of Default

The failure of the Debtor to provide the Available Cash to the Trustee and/or the failure of the Proposal Funder to pay the Proposal Fund to the Trustee as contemplated in **Article 5.1**, will constitute an Event of Default for purposes of section 63 of the Act and otherwise under this Proposal.

8.3 Trustee

MNP, of the City of Toronto, in the Province of Ontario, shall be the Trustee under this Proposal and all monies payable under this Proposal shall be paid over to the Trustee who shall make the payment of all dividends in accordance with the terms of this Proposal.

MNP is acting in its capacity as Trustee under this Proposal and not in its personal capacity and no officer, director, employee, or agent of MNP shall incur any obligations or liabilities in connection with this Proposal or in respect of the business or liabilities of the Debtor.

Any payments made by the Trustee to the Unsecured Creditors hereunder shall be made by the Trustee net of any levies payable or due under the Act.

8.4 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, by prepaid mail or by telecopier (except for Proofs of Claim which may only be sent by personal delivery, telecopier or registered mail) addressed to the respective parties as follows:

- (a) if to the Debtor:

Tacom Rapid Deployment Protection Group Inc.

c/o Reconstruct LLP
200 Bay St, Suite 2305, Box 120
Toronto ON
M5J 2J3

Attention: Linda Langerak
E-mail : lindalangerak@tacomrdpg.com

- (b) if to an Unsecured Creditor, to the address or telecopier number for such Unsecured Creditor specified in the Proof of Claim filed by such Unsecured Creditor or, if no proof of Claim has been filed, to such other address or telecopier number at which the notifying party may reasonably believe that the Unsecured Creditor may be contacted; and
- (c) if to the Trustee:

MNP Ltd.
300-111 Richmond St W
Toronto ON M5H 2G4

Attention: Matthew Lem
E-mail : Matthew.Lem@mnp.ca

or to such other address or telecopier number as any party may from time to time notify the others in accordance with this section. In the event of any strike, lock-out and other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery or by telecopier and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption will be deemed not to have been given or made. All such notices and communications will be deemed to have been received, in the case of notice by telecopier or by delivery prior to 5:00 p.m. (local time) on a Business Day, when received or if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day and in to case of notice mailed as aforesaid, on the fifth (5th) Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

8.5 Foreign Currency Obligations

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

8.6 Applicable Law

This Proposal shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

8.7 Non Severability

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

8.8 Deeming Provisions

In this Proposal the deeming provisions are not rebuttable and are conclusive and irrevocable.

DATED at the Village of Beaverton, in the Province of Ontario, this 22nd day of August 2022.

**TACCOM RAPID DEPLOYMENT
PROTECTION GROUP INC.**

Per: 
Name: Linda Langerak
Title: Director

I have authority to bind the corporation.

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

Original Amended

- Form 78 -
 Statement of Affairs (Business Proposal) made by an entity
 (Subsection 49(2) and Paragraph 150(d) of the Act / Subsections 50(2) and 62(1) of the Act)


In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
 of the Village of Beaverton, in the Township of Brock
 in the Regional Municipality of Durham, in the Province of Ontario

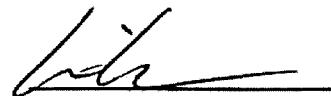
To the debtor:
 You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 22nd day of August 2022. When completed, this form and the applicable 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"	467,570.26	1. Inventory	0.00
Balance of secured claims as per list "B"	78,465.37	2. Trade fixtures, etc.	0.00
Total unsecured creditors	546,035.63	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B"	118,513.65	Good	0.00
3. Preferred creditors as per list "C"	0.00	Doubtful	0.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	3.00	Bad	0.00
Total liabilities	664,552.28	Estimated to produce	0.00
Surplus	NIL	4. Bills of exchange, promissory note, etc., as per list "F"	0.00
		5. Deposits in financial institutions	0.00
		6. Cash	118,513.65
		7. Livestock	0.00
		8. Machinery, equipment and plant	0.00
		9. Real property or immovable as per list "G"	0.00
		10. Furniture	0.00
		11. RRSPs, RRIFs, life insurance, etc.	0.00
		12. Securities (shares, bonds, debentures, etc.)	0.00
		13. Interests under wills	0.00
		14. Vehicles	0.00
		15. Other property, as per list "H"	0.00
		If debtor is a corporation, add:	
		Amount of subscribed capital	100.00
		Amount paid on capital	100.00
		Balance subscribed and unpaid	0.00
		Estimated to produce	0.00
		Total assets	118,513.65
		Deficiency	546,038.63

I, Linda Langerak, of the Village of Beaverton 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 12th day of August 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) remotely by Linda Langerak stated as being located in the Municipality of Durham in the Province of Ontario before me at the (town, city, township, etc.) of Erin in the Province of Ontario, on this 22nd day of August 2022 in accordance with provincial Regulation on Administering Oath or Declaration Remotely.


 Matthew Lam, Commissioner of Oaths
 For the Province of Ontario
 MNP Ltd.
 Expires February 21, 2023


 Linda Langerak

Matthew Eric Lem, a Commissioner, etc.,
 Province of Ontario, for MNP Ltd. and MNP LLP.
 Expires February 21, 2023.

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

FORM 78 – Continued

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
 of the Village of Beaverton, in the Township of Brock
 in the Regional Municipality of Durham, in the Province of Ontario
 List "A"
 Unsecured Creditors

TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	407 ETR Express Toll Route Attn: Marion Richardson/Collections 835400590	6300 Steeles Ave W Woodbridge ON L4H 1J1	57.23	0.00	57.23
2	Aditi, Aditi Termination Pay	43 Davies Crescent Barnie ON L4M2M4	1.00	0.00	1.00
3	Badmus, Olawale Termination Pay	491 Camlot Drive Sudbury ON P3B3M6	1.00	0.00	1.00
4	Badyal, Paras Termination Pay	1124 Madeleine Avenue Sudbury ON P3A3A3	1.00	0.00	1.00
5	Bamidele, Oluwatoyi Termination Pay	107-720 Bruce Avenue Sudbury ON P3C5C4	1.00	0.00	1.00
6	Bellefleur, Kyle Termination Pay	1545 Grandale St Hammer ON P3P0A2	1.00	0.00	1.00
7	Brouillette, Joseph Termination Pay	337 Perrault Street Sudbury ON P3B2M5	1.00	0.00	1.00
8	Brown, Lawrence Termination Pay	1939 Faylee Crescent Pickering ON L1V2T3	1.00	0.00	1.00
9	Bugra, Manisha Termination Pay	999 Lake Drive East Jacksons Point ON L0E1L0	1.00	0.00	1.00
10	Cabral, Michael Termination Pay	124 Carrick Avenue Keswick ON L4P3P3	1.00	0.00	1.00
11	Certified Tracking Solutions (GPS Units) Attn: Adam Herman	4230 Savaryn Drive Edmonton AB T6X 1Z9	2,138.24	0.00	2,138.24
12	Chatterjee, Sumit Termination Pay	60 Emily Avenue North York ON M9L2R1	1.00	0.00	1.00
13	Choudhary, Harshil Termination Pay	206 Queen Street East Cambridge ON N3C2B4	1.00	0.00	1.00
14	Cleveland, Cindy Termination Pay	26684 Wains Sideroad Pefferlaw ON L0E1N0	1.00	0.00	1.00
15	CRA - Tax - Ontario 73176 7737 RC0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	18,034.66	0.00	18,034.66
16	CRA - Tax - Ontario 73176 7737 RP0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	0.00	73,137.15	73,137.15
17	CRA - Tax - Ontario 73176 7737 RT0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	192,411.02	0.00	192,411.02
18	Dave, Rutvik Termination Pay	1012 Dublin Street Sudbury ON P3A1R6	1.00	0.00	1.00

22-Aug-2022

Date


 Linda Langerak

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

FORM 78 -- Continued

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
 of the Village of Beaverton, in the Township of Brock
 in the Regional Municipality of Durham, in the Province of Ontario

List "A"
 Unsecured Creditors

TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
19	Duro, Jose Final Wages per Employment Agmt	35 Mariposa Avenue York ON M6N4A3	0.00	2,906.30	2,906.30
20	Edoo, Sheik Termination Pay	146 Maurice Drive Newmarket ON L3Y2W2	1.00	0.00	1.00
21	EHT Ontario Employer Health Tax Attr: Insolvency Unit	PO Box 627 6th Floor 33 King Street West Oshawa ON L1H 8H5	1.00	0.00	1.00
22	Employment and Social Development Canada	Canada Revenue Agency PO Box 2517 London ON N6A 4G9	247,495.54	0.00	247,495.54
23	Enbridge Gas Distribution - Ontario Attr: Back Office Collections Department 910037214781	PO Box 10 Brantford ON N3T 5M4	405.41	0.00	405.41
24	Frostick, Dale Termination Pay	28 Ravenswood Drive Jacksons Point ON L0E1L0	1.00	0.00	1.00
25	Garg, Shreya Termination Pay	7 Barwick Drive Barrie ON L4N6Z7	1.00	0.00	1.00
26	Goyal, Diksha Termination Pay	71 College Crescent Barrie ON L4M2W5	1.00	0.00	1.00
27	Hicks, Amy Final Wages per Employment Agmt	61 York Street Cannington ON L0E 1E0	0.00	2,421.92	2,421.92
28	Hicks, Amy Termination Pay/Strmt of Claim	61 York Street Cannington ON L0E1E0	1.00	0.00	1.00
29	Hicks, Arina Term. Pay/Strmt of Claim/Loan	61 York Street Cannington ON L0E 1E0	1.00	0.00	1.00
30	Kahlon, Dhiraj Termination Pay	2-169 Alder Street Sudbury ON P3CAJ7	1.00	0.00	1.00
31	Katyal, Drig Termination Pay	2002 Wilson Street Innisfil ON L9S4Y2	1.00	0.00	1.00
32	Kaur, Arshdeep Termination Pay	152 Rosa Street Barrie ON L4M2T7	1.00	0.00	1.00
33	Kaur, Komalpreet Termination Pay	182 William Street North Lindsay ON K9V4B2	1.00	0.00	1.00
34	Kaur, Rajwinder B Termination Pay	1453 Dearbourne Drive Sudbury ON P3A5E6	1.00	0.00	1.00
35	Kayahara, Ryan Termination Pay	358 Fern Avenue Richmond Hill ON L4C8P6	1.00	0.00	1.00
36	Khalid, Mubarak Termination Pay	72 Grahawk Barrie ON L4N6G7	1.00	0.00	1.00
37	Kumar, Ritika Termination Pay	284 Cook Street Barrie ON L4M4H8	1.00	0.00	1.00
38	Kumar, Sanjay Termination Pay	18 Cheltenham Road Barrie ON L4M6T2	1.00	0.00	1.00

22-Aug-2022

Date


 Linda Langerak

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

FORM 78 - Continued

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
 of the Village of Beaverton, in the Township of Brock
 in the Regional Municipality of Durham, in the Province of Ontario
 List "A"
 Unsecured Creditors

TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
39	Lee, Denise Termination Pay	34015 Talbot Road Beaverton ON L0K1A0	1.00	0.00	1.00
40	Mankotia, Nitin Termination Pay	206 Queen Street East Cambridge ON N3C2B4	1.00	0.00	1.00
41	Margetas, Dimitrios Termination Pay	1 Lambton Avenue Toronto ON M6N2S2	1.00	0.00	1.00
42	Marsh, Rene Termination Pay	27 Victoria Avenue North Lindsay ON K9V4E6	1.00	0.00	1.00
43	Maturana, Bryan Termination Pay	3311 12/13 Sunnisdale Sideroad New Lowell ON L0M1N0	1.00	0.00	1.00
44	Nshimirimana, Fresnel Termination Pay	57 William Avenue Coniston ON P0M1M0	1.00	0.00	1.00
45	Panwar, Nikita Termination Pay	180 William Street North Lindsay ON K9V4B5	1.00	0.00	1.00
46	Patel, Darshit Termination Pay	1849 Kelvin Street Sudbury ON P3A2G3	1.00	0.00	1.00
47	Prince, Prince Termination Pay	1022 Bancroft Drive Sudbury ON P3B1R4	1.00	0.00	1.00
48	Renedy, Stefan Termination Pay	829 Montsall Avenue Jacksons Point ON L0E1S0	1.00	0.00	1.00
49	Rogers 8-8320-2523	P.O.Box 9100 Don Mills ON M3C 3P9	1,018.70	0.00	1,018.70
50	Savita, Savita Termination Pay	45 William Street South Lindsay ON K9V3A6	1.00	0.00	1.00
51	Singh, Amandeep Termination Pay	206 Queen Street East Cambridge ON N3C2B4	1.00	0.00	1.00
52	Singh, Amanpreet Termination Pay	3-387 Burton Avenue Sudbury ON P3C4K4	1.00	0.00	1.00
53	Singh, Anmol Termination Pay	180 William Street North Lindsay ON K9V4B5	1.00	0.00	1.00
54	Singh, Arvinder Termination Pay	1350 Woodbine Avenue Sudbury ON P3A2M4	1.00	0.00	1.00
55	Singh, Harbinder Termination Pay	1-510 Kehoe Avenue Sudbury ON P3C5G8	1.00	0.00	1.00
56	Singh, Indervar Termination Pay	1749 Hawkthorne Drive Sudbury ON P3A1M4	1.00	0.00	1.00
57	Singh, Jagjit Termination Pay	103-241 Lloyd Street Sudbury ON P3B3K3	1.00	0.00	1.00
58	Singh, Jagjit B Termination Pay	98 Rideau Crescent Peterborough ON K9J1G9	1.00	0.00	1.00
59	Singh, Jeshandeep Termination Pay	91 Bulmer Crescent Newmarket ON L3X3K1	1.00	0.00	1.00

22-Aug-2022

Date


 Linda Langerak

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

FORM 78 - Continued

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
 of the Village of Beaverton, in the Township of Brock
 in the Regional Municipality of Durham, in the Province of Ontario
 List 'A'
 Unsecured Creditors

TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
60	Singh, Lovepreet Termination Pay	120 Cundles Road East Barrie ON L4M5M8	1.00	0.00	1.00
61	Singh, Pardeep Termination Pay	1516 Holland Street Sudbury ON P3A3R6	1.00	0.00	1.00
62	Singh, Randeep Termination Pay	7 Coventry Crescent Kingston ON K7M7S2	1.00	0.00	1.00
63	Singh, Rashandeep Termination Pay	93 Hicking Trail Barrie ON L4M5T4	1.00	0.00	1.00
64	Singh, Vishajjeet Termination Pay	1290-B Bancroft Drive Sudbury ON P3B4C9	1.00	0.00	1.00
65	The Toronto-Dominion Bank C/O FCT Default Solutions 4520 73** *** 3806	PO Box 2514, Station B London ON N6A 4G9	3,819.16	0.00	3,819.16
66	Ukafor, Reuben Termination Pay	198 St Onge Street Chelmsford ON P0M1L0	1.00	0.00	1.00
67	Vassallo, Matthew Termination Pay	56 Lisbeth Crescent Lindsay ON K9V0C9	1.00	0.00	1.00
68	Walker, Shyanne Termination Pay	30-1771 Maley Drive Sudbury ON P3A4R7	1.00	0.00	1.00
69	Workplace Safety and Insurance Board Attn: Eric Kupka	200 Front St W, 22nd Floor Toronto ON M5V 3J1	2,333.30	0.00	2,333.30
Total:			467,570.26	78,465.37	546,035.63

22-Aug-2022

Date



Linda Langerak

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

FORM 78 - Continued

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
 of the Village of Beaverton, in the Township of Brock
 in the Regional Municipality of Durham, in the Province of Ontario
 List "B"
 Secured Creditors

TACCOM RAPID DEPLOYMENT PROTECTION GROUP 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	CRA - Tax - Ontario 73176 7737 RP0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Bld Shawinigan-Sud QC GSP 5H9	191,650.80	Cash on Hand - Cash in Bank - CAD Acct - TD Canada Trust		118,513.65		73,137.15
2	Duro, Jose Final Wages per Employment Agmt	35 Mariposa Avenue York ON M6N4A3	2,908.30	Cash on Hand - Cash in Bank - CAD Acct - TD Canada Trust		0.00		2,908.30
3	Hicks, Army Final Wages per Employment Agmt	61 York Street Cannington ON L0E 1E0	2,421.92	Cash on Hand - Cash in Bank - CAD Acct - TD Canada Trust		0.00		2,421.92
Total:			196,979.02			118,513.65	0.00	78,465.37

22-Aug-2022

Date


 Linda Langerak

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

FORM 78 - Continued

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the Province of Ontario
List "C"
Preferred Creditors for Wages, Rent, etc.

TACCOM RAPID DEPLOYMENT PROTECTION GROUP 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
Total:					0.00	0.00	0.00

22-Aug-2022

Date


Linda Langerak

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

FORM 78 - Continued

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
 of the Village of Beaverton, in the Township of Brock
 in the Regional Municipality of Durham, in the Province of Ontario
 List "D"
 Contingent or Other Liabilities

TACCOM RAPID DEPLOYMENT PROTECTION GROUP 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
1	Hicks, Amy Termination Pay/Smt of Claim	61 York Street Cannington ON L0E1E0	1.00	0.00		
2	Hicks, Anna Term. Pay/Smt of Claim/Loan	61 York Street Cannington ON L0E 1E0	1.00	0.00		
3	Lampman, Ron Loan	125 Elm Street St. Thomas ON NSR 1H9	1.00	0.00		
Total:			3.00	0.00		

22-Aug-2022

Date



Linda Langerak

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

FORM 78 - Continued

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the Province of Ontario

List "E"

Debts Due to the Debtor

TACCOM RAPID DEPLOYMENT PROTECTION GROUP 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
				0.00				
			Total:	0.00			0.00	
				0.00				

22-Aug-2022

Date



Linda Langerak

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

FORM 78 - Continued

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the Province of Ontario
List "F"

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

TACCOM RAPID DEPLOYMENT PROTECTION GROUP 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	

22-Aug-2022

Date



Linda Langerak

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

FORM 78 - Continued

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the Province of Ontario
List "G"


Real Property or Immovables Owned by Debtor

TACCOM RAPID DEPLOYMENT PROTECTION GROUP 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

22-Aug-2022

Date



Linda Langerak

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

FORM 78 – Concluded

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the Province of Ontario
List "H"
Property

TACCOM RAPID DEPLOYMENT PROTECTION GROUP 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.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand		Cash on hand	118,513.65	118,513.65
(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			0.00	0.00
			Total:	118,513.65

22-Aug-2022

Date


Linda Langerak

Court No.

File No.

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION
GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the
Province of Ontario

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

MNP Ltd. - Licensed Insolvency Trustee
300 - 111 Richmond Street West
Toronto ON M5H 2G4
Phone: (416) 596-1711 Fax: (416) 323-5242

District of: Ontario
Division No. 10 - Peterborough
Court No. 31-2858238
Estate No. 31-2858238

FORM 31
Proof of Claim
(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),
and Paragraphs 51(1)(e) and 66.14(b) of the Act)

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the Province of Ontario

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

In the matter of the proposal of TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC. of the Village of Beaverton in the Province of Ontario and the claim of _____, creditor.

I, _____ (name of creditor or representative of the creditor), of the city of _____ in the province of _____, do hereby certify:

1. That I am a creditor of the above named debtor (or I am _____ (position/title) of _____, creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of proposal, namely the 22nd day of August 2022, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description.)

Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ _____, I do not claim a right to a priority.
(Set out on an attached sheet details to support priority claim.)

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts.)

District of Ontario
Division No. 10 - Peterborough
Court No. 31-2858238
Estate No. 31-2858238

FORM 31 --- Concluded

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the Province of Ontario

- E. CLAIM BY WAGE EARNER OF \$ _____
- That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____,
- That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____,
- F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____
- That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____,
- That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____,
- G. CLAIM AGAINST DIRECTOR \$ _____

(To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

- H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

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

5. That, to the best of my knowledge, I _____ (am/am not) (or the above-named creditor _____ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and _____ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: *(Provide details of payments, credits and transfers at undervalue.)*

7. *(Applicable only in the case of the bankruptcy of an individual.)*

- Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at _____, this _____ day of _____, _____.

Witness

Creditor

Phone Number: _____

Fax Number : _____

E-mail Address : _____

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: 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 20(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

CHECKLIST FOR PROOF OF CLAIM

This checklist is provided to assist you in preparing the proof of claim form and, if appropriate, the proxy form in a complete and accurate manner. Please check each requirement.

GENERAL

- The signature of a witness is required.
- The document must be signed by the individual completing the declaration.
- Provide the complete address where all notices or correspondence are to be forwarded along with your phone number, fax number and email address where appropriate.

Notes:

- It is permissible to file a proof of claim by fax or by other electronic means.
- A creditor may vote either in person or by proxy at any meeting of creditors if the proof of claim is filed with the trustee prior to the time appointed for the meeting.
- Quorum is established at a meeting of creditors by at least one creditor with a valid proof of claim being in attendance in person, or by any other mode of communication, subject to: the practicability and technological capability of the participants, creditors' preference to attend in person, and the chair's ability to validate the identity of participating creditors, or by proxy.
- A corporation may vote by an authorized agent or mandatary at meetings of creditors.
- In order for a duly authorized person to have a right to vote, they must be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.
- A creditor who is participating in any distribution from an estate must have filed a proof of claim prior to the distribution being declared.
- In the case of an individual bankrupt, by checking the appropriate box or boxes at the bottom of the proof of claim form, you may request that the trustee advise you of any material change in the financial situation of the bankrupt or the amount the bankrupt is required to pay into the bankruptcy, and a copy of the trustee's report on the discharge of the bankrupt.

PARAGRAPH 1

- Creditor must state full and complete legal name of the individual, company or firm.
- If the individual completing the proof of claim is a representative of the creditor, the individual's position or title must be identified.

PARAGRAPH 3

- The amount owing must be set out in paragraph 3.
- A detailed statement of account must be attached to the proof of claim and marked “Schedule A” and must show the date, number and amount of all invoices or charges, together with the date, number and amount of all credits or payments. The amount on the statement of account must correspond to the amount indicated on the proof of claim.

PARAGRAPH 4

Notes:

- Paragraph A applies to *ordinary unsecured claims*. In addition to recording the amount of the claim, please indicate whether the claim has a priority pursuant to section 136 of the Act.
- Paragraph B applies to *lessor claims* in a commercial proposal. Please ensure that the claim applies to a commercial proposal and, if so, include the full particulars of the claim.
- Paragraph C applies to *secured claims*. Please indicate the dollar value of the security and attach copies of the security document. In addition, please attach copies of the security registration documents, where appropriate.
- Paragraph D applies to *inventory claims of farmers, fishermen and aquaculturists*. Please note that such claims apply only to inventory supplied from farmers, fishermen and aquaculturists within 15 (fifteen) days of the date of bankruptcy. In addition, please attach copies of any applicable sales agreements and delivery slips.
- Paragraph E applies to *claims by wage earners*. Please note that such claims apply only for unpaid wages owed upon the bankruptcy of an employer or when the employer becomes subject to a receivership.
- Paragraph F applies to *claims by employees for unpaid amounts regarding pension plans*. Please note that such claims apply only to unremitted pension contributions outstanding when the sponsoring employer becomes bankrupt or is subject to a receivership.
- Paragraph G applies to *claims against directors*. Please note that such claims apply only to directors of corporations that have filed a commercial proposal to creditors that includes a compromise of statutory claims against directors.
- Paragraph H applies to *claims of customers of a bankrupt securities firm*. Please ensure that the claim of the customer is for net equity and, if so, include the full particulars of the claim, including the calculations upon which the claim is based.

PARAGRAPH 5

- All claimants must indicate whether or not they are related to the debtor, as defined in section 4 of the Act, or dealt with the debtor in a non-arm’s-length manner.

PARAGRAPH 6

- All claimants must attach a detailed list of all payments or credits received or granted, as follows:
 - (a) within the three (3) months preceding the initial bankruptcy event (including the bankruptcy or the proposal);
 - (b) within the twelve (12) months preceding the initial bankruptcy event (including the bankruptcy or the proposal) in the case where the claimant and the debtor were not dealing at arm's length.

- PROXYHOLDER -

NOTE

The Act permits a proof of claim to be made by a duly authorized representative of a creditor but, in the absence of a properly executed proxy, does not give such an individual the power to vote at the first meeting of creditors nor to act as the proxyholder of the creditors.

GENERAL

- In order for duly authorized persons to have a right to vote, they must themselves be creditors or be the holders of a properly executed proxy. The name of the creditor must appear in the proxy.

Notes:

- A creditor may vote either in person or by proxyholder.
- A proxy may be filed at any time prior to a vote at a meeting of creditors.
- A proxy can be filed with the trustee in person, by mail or by any form of telecommunication.
- A proxy does not have to be under the seal of a corporation unless required by its incorporating documents or its bylaws.
- The individual designated in a proxy cannot be substituted unless the proxy provides for a power of substitution.
- Bankrupts/debtors may not be appointed as proxyholders to vote at any meeting of their creditors.
- The trustee may be appointed as a proxyholder for any creditor.
- A corporation cannot be designated as a proxyholder.

District of: Ontario
Division No. 10 - Peterborough
Court No. 31-2858238
Estate No. 31-2858238

FORM 37

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

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, 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
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC., to record my vote _____ (for or
against) the acceptance of the proposal as made on the _____ day of _____,
_____.

Dated at _____, this _____ day of _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:
MNP Ltd. - Licensed Insolvency Trustee
Per:

Matthew Lem - Licensed Insolvency Trustee
300 - 111 Richmond Street West
Toronto ON M5H 2G4
Fax: (416) 323-5242

District of: Ontario
Division No. 10 - Peterborough
Court No. 31-2858238
Estate No. 31-2858238

FORM 36
Proxy
(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the Province of Ontario

I, _____, of _____, a creditor in the above matter, hereby
appoint _____, of _____, to be
my proxyholder in the above matter, 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

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

MNP Ltd. - Licensed Insolvency Trustee

300 - 111 Richmond Street West
Toronto ON M5H 2G4
Fax: (416) 323-5242

Attached is Exhibit "C"

Referred to in the

AFFIDAVIT OF FATEMAH KHALFAN

Sworn before me via videoconference

This 30th day of August, 2022

A handwritten signature in blue ink, appearing to be 'Lu Lu', written over a horizontal line.

Commissioner for taking Affidavits, etc.

Government
of CanadaGouvernement
du Canada[Canada.ca](#) > ... > [Landing_Page .\(\)](#)

Update filing - update is confirmed

Welcome [Fatemah, Khalfan](#) | [Preferences](#) | [E-Filing helpdesk](#) | [Instructions](#) | [Logout](#)

Estate Information

Please Note: The following estate(s) were updated:

- **Estate Number:** 31-2858238
- **Estate Name:** TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.

Document(s) submitted

The following document(s) have been successfully submitted

- Form 92: Notice of Proposal to Creditors

Reference

- The Reference Number for this transaction is: **20076526**.
- Submitted by Fatemah Khalfan.
- 2022-08-29 18:10 EDT

[Submit another document for this estate.](#)

If you would like to submit a document against a different estate, please click on the **Update** link in the left hand side menu.

Date modified: 2022-08-09

Attached is Exhibit "D"

Referred to in the

AFFIDAVIT OF FATEMAH KHALFAN

Sworn before me via videoconference

This 30th day of August, 2022

A handwritten signature in blue ink, appearing to be "Lu Lu", written in a cursive style.

Commissioner for taking Affidavits, etc.

Government
of CanadaGouvernement
du Canada[Canada.ca](#) > ... > [Landing Page](#) .()

Update filing - update is confirmed

Welcome [Fatemah, Khalfan](#) | [Preferences](#) | [E-Filing helpdesk](#) | [Instructions](#) | [Logout](#)

Estate Information

Please Note: The following estate(s) were updated:

- **Estate Number:** 31-2858238
- **Estate Name:** TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.

Document(s) submitted

The following document(s) have been successfully submitted

- Report of Trustee to Creditors

Reference

- The Reference Number for this transaction is: **20077769**.
- Submitted by Fatemah Khalfan.
- 2022-08-30 10:21 EDT

[Submit another document for this estate.](#)

If you would like to submit a document against a different estate, please click on the **Update** link in the left hand side menu.

Date modified: 2022-08-09

Exhibit - "E"

District of Ontario
 Division No. 10 - Peterborough
 Court No. 31-2858238
 Estate No. 31-2858238

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

**IN THE MATTER OF THE PROPOSAL OF
 TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
 OF THE VILLAGE OF BEAVERTON, IN THE TOWNSHIP OF BROCK, IN THE
 REGIONAL MUNICIPALITY OF DURHAM IN THE PROVINCE OF ONTARIO**

ADDENDUM TO REPORT OF TRUSTEE TO THE CREDITORS
(Section 50(5) of the Bankruptcy and Insolvency Act)

Further our Report of Trustee to the Creditors dated August 29, 2022 (the “**Report**”), we provide this Addendum in order to update Section L of the Report.

The updates reflected below are as a result of new information concerning the quantum of the potential employee termination pay claims (lower than that shown on the SOA) and its impact on the estimated distribution percentage to the unsecured creditors, as well as the results of the preferences and transactions at under value review completed by the Proposal Trustee.

Capitalized terms used in this Addendum are the same as those referenced and/or defined in the Report.

SECTION L - Statement of Estimated Realizations

Set-out below is a comparison the Proposal Trustee’s estimate of the distribution to the Unsecured Creditors if the Proposal is accepted by the Creditors and approved by the Court versus if the Proposal is rejected by the Creditors and the Company is deemed to have made an assignment in bankruptcy.

	<u>Claims¹</u>	<u>Proposal</u>	<u>Recovery %</u>	<u>Bankruptcy</u>	<u>Recovery %</u>
FUNDS AVAILABLE FOR DISTRIBUTION					
Cash to contributed by the Company/ Net assets of the Company ^{2,3}		\$ 69,389.19		\$ 69,389.19	
Add: Retainer for MNP ⁴		40,000.00		-	
Contribution by Ms. Langerak ⁵		185,000.00		-	
Gross Funds Available Distribution		294,389.19		69,389.19	
LESS: Professional Fees and Expenses ⁶		(87,010.00)		(33,900.00)	
NET FUNDS AVAILABLE FOR DISTRIBUTION		\$ 207,379.19		\$ 35,489.19	
CREDITOR CLAIMS AND ESTIMATED DISTRIBUTIONS IN ORDER OF PRIORITY					
CRA - Source deductions claim ⁷	\$ 191,650.80	\$ 191,650.80	100.00%	\$ 35,489.19	18.52%
Secured Creditors - Wage claims ^{2,8}	-	-		-	
Preferred Creditors ⁹	-	-		-	
Unsecured Creditors ¹⁰	242,293.01	15,728.39	6.49%	-	0.00%
Total to be Distributed to Creditors	433,943.81	\$ 207,379.19		\$ 35,489.19	

Notes:

- 1 Based on amounts as per the sworn SOA., with the exception of the claim of Service Canada in connection with the WEPP, which is now estimated to be lower.
- 2 Assumes the payment of the outstanding wages in advance of the Proposal's acceptance and approval, which would otherwise need to be paid immediately after Court approval of the Proposal.
- 3 Represents the cash balance and only asset of the Company after the payment of the retainer to the Proposal Trustee and outstanding wages.
- 4 Represents the retainer paid as contemplated in the Proposal and is included in the Proposal Fund if the Proposal is accepted and approved. In the event of a bankruptcy, such retainer would be used to the professional fees and disbursements of the
- 5 Contribution by Ms. Langerak is contingent on the acceptance and approval of the Proposal.
- 6 Represents the estimated professional fees and disbursements and applicable HST. In the event of the bankruptcy, it is assumed that the retainer will be applied against the accounts of the Proposal Trustee.
- 7 Based on indebtedness figure as per SOA. Under the Proposal, the Crown claim (deemed trust and unsecured portions) is to be paid from the Proposal Funds. In the event of the bankruptcy, CRA claim for unremitted employee source deductions would represent a super priority deemed trust claim that would rank ahead of all creditors of the Company.
- 8 No amounts are estimated to be owing to Secured Creditors. In the event of the bankruptcy, there will be no funds available for distribution to the any creditors, except to CRA for its deemed trust claim.
- 9 No amounts are estimated to be owing to Preferred Creditors.
- 10 Based on indebtedness figure as per SOA. In the event of the bankruptcy, there will be no funds available for distribution to the any creditors, except to CRA for its deemed trust claim.

Preferences and Transactions at Under Value

The Proposal provides that sections 95-101 are not applicable. Accordingly, and to assess the appropriateness of the inclusion of this clause, the Proposal Trustee has carried out a review of the Company's bank statements and cancelled cheques for the period beginning August 1, 2021 and ending on August 22, 2022 for any potential preference payments or transactions at undervalue. Based on its review of these records, nothing has come to the Proposal Trustee's attention that gives rise to any concerns respecting potential preference payments or transactions at undervalue.

The Proposal Trustee continues to recommend the acceptance of the Proposal as the Proposal contemplates a distribution to the Unsecured Creditors which would not occur if the Company is bankrupt.

Dated at Toronto, Ontario, the 14th day of September 2022.

MNP LTD.

Trustee acting *in re* the Proposal of
Tacom Rapid Deployment Protection Group Inc. and not in its
personal or corporate capacities

Per:



Matthew Lem
Licensed Insolvency Trustee

Exhibit - "F"

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

**IN THE MATTER OF THE PROPOSAL OF
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
OF THE VILLAGE OF BEAVERTON, IN THE TOWNSHIP OF BROCK, IN THE
REGIONAL MUNICIPALITY OF DURHAM, IN THE PROVINCE OF ONTARIO**

AMENDED PROPOSAL

Taccom Rapid Deployment Protection Group Inc. hereby submits the following Proposal pursuant to the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, C B-3.

ARTICLE 1

INTERPRETATION

1.1 Definitions

1.1 In this Proposal unless otherwise stated or the context otherwise requires, capitalized terms shall have the following meanings:

:

- (a) “**Act**” means the *Bankruptcy and Insolvency Act*, (Canada) R.S.C. 1985, c. B-3, as it may be amended from time to time;
- (b) “**Available Cash**” has the meaning ascribed in **Article 5.1**.
- (c) “**Administrative Fees and Expenses**” means the proper fees, expenses, including legal fees and disbursements, of the Trustee and the Debtor on and incidental to the preparation, presentation, consideration and implementation of the Proposal, any amendments thereto, and the proceedings, transactions and agreements contemplated thereby or arising therefrom;
- (d) “**Approval Order**” means an Order of the Court approving the Proposal pursuant to the provisions of the Act;

- (e) “**Business Day**” means a day, other than a Saturday, Sunday or holiday, on which banks are generally open for business in Toronto, Ontario;
- (f) “**Canada Pension Plan**” means the *Canada Pension Plan*, R.S.C. 1985, c. C-8, as amended;
- (g) “**Claim**” means any right of any Person against the Debtor in connection with any indebtedness, liability or obligation of any kind of the Debtor which indebtedness, liability or obligation is in existence at the Proposal Date, whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such a right is executory in nature, 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 or 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 as of the Proposal Date, where such claims are proved and allowed, and “Claims” has a corresponding meaning;
- (h) “**Court**” means the Ontario Superior Court of Justice (In Bankruptcy and Insolvency);
- (i) “**Creditor**” means any Person, who holds one or more Claims, including Secured Creditors and Unsecured Creditors and “Creditors” has a corresponding meaning;
- (j) “**Creditors’ Meeting**” means the meeting of the Unsecured Creditors called for the purpose of considering and voting upon the Proposal;
- (k) “**Creditors’ Meeting Date**” means the date and time as may be called by the Trustee for the meeting of creditors to consider this Proposal, but in any event shall be no later than twenty-one (21) days following the Proposal Date or as otherwise may be extended;
- (l) “**Crown Creditors**” means Her Majesty in Right of Canada or a Province for all amounts that were outstanding at the Proposal Date and are of a kind that could be subject to a demand under.
 - (i) subsection 244(1.2) of the *Income Tax Act*;
 - (ii) any provision of the Canada Pension Plan or of the *Employment Insurance Act* that refers to subsection 244(2.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the Canada Pension Plan, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or

- (iii) any provision of provincial legislation that has a similar purpose to subsection 244(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum
 - A. has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*, or
 - B. is of the same nature as a contribution under the Canada Pension Plan if the province is a “province providing a comprehensive pension plan” as defined in subsection 3(1) of the Canada Pension Plan and the provincial legislation establishes a “provincial pension plan” as defined in that subsection;

- (m) “**Debtor**” means Taccom Rapid Deployment Protection Group Inc.;
- (n) “**Directors**” means the Debtor’s current and former directors;
- (o) “**Employee Creditors**” means employees and former employees of the Debtor, not to include independent commissioned sales agents or contractors, for amounts equal to the amounts that they would be qualified to receive under Paragraph 136(l)(d) of the Act if the Debtor became bankrupt on the Proposal Date, as well as wages, salaries, commissions or compensation for services rendered after that date and before the Court approval of the Proposal, together with, in the case of travelling salesmen, disbursements properly incurred by those salesmen in and about the Debtor’s business during the same period. For greater clarity, the Claims of Employee Creditors does not include amounts associated with termination pay or severance pay due by statute, common law or otherwise;
- (p) “**Employment Insurance Act**” means the *Employment Insurance Act*, S.C. 1996 c. 23, as amended;
- (q) “**Funding**” has the meaning ascribed in **Article 5.1**.
- (r) “**Implementation Date**” means the date upon which the conditions set forth in **Article 7.6** have been satisfied;
- (s) “**Income Tax Act**” means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), as amended;
- (t) “**Inspectors**” means one or more inspectors appointed pursuant to the Act as provided for in the Proposal;
- (u) “**MNP**” means MNP Ltd.;

- (v) “**Official Receiver**” shall have the meaning ascribed thereto in the Act;
- (w) “**Ordinary Creditor**” means a Creditor with a Proven Claim, except for those Claims that:
 - (i) the Trustee determines not to be a provable claim in accordance with subsection 135(1.1) of the Act;
 - (ii) have been finally and conclusively disallowed in accordance with the Act;
 - (iii) are Claims by Preferred Creditors;
 - (iv) are Claims by Employee Creditors;
 - (v) are Claims by Crown Creditors;
 - (vi) are Claims by a Related Party Creditor;
 - (vii) are Claims by Secured Creditors; or
 - (viii) are Claims in respect of the Administrative Fees and Expenses;and “**Ordinary Creditors**” has a corresponding meaning;
- (x) “**Performance of the Proposal**” means full performance of this Proposal as set out in **Article 6.10**;
- (y) “**Post-Filing Goods and Services**” means the goods and services purchased by the Debtor subsequent to the Proposal Date;
- (z) “**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;
- (aa) “**Preferred Creditors**” means Unsecured Creditors that are required by the Act to be paid in priority to all other claims under a proposal made by a debtor save and except for Employee Creditors and Crown Creditors.
- (bb) “**Proof of Claim**” shall mean the proof of claim required by the Act to be mailed to each known Creditor prior to the Creditors’ Meeting;
- (cc) “**Proposal**” means this proposal together with any amendments or additions thereto;
- (dd) “**Proposal Date**” means the date of the filing of the Proposal with the Official Receiver;

- (ee) **“Proposal Fund”** means the aggregate of the Retainer, Available Cash and the Funding held a designated trust account for the Debtor;
- (ff) **“Proposal Sponsor”** means Linda Langerak;
- (gg) **“Proven Claim”** of a Creditor means the amount of the Claim of such Creditor finally determined in accordance with the provisions of the Act;
- (hh) **“Related Party Creditors”** means any claims by Linda Langerak and the Estate of Richard Kevin Benoit, deceased, or their respective immediate family members, that is not a claim by a Secured Creditor, and any Creditor related to the Debtor within the meaning of section 4 of the Act.
- (ii) **“Retainer”** has the meaning ascribed in **Article 5.1**.
- (jj) **“Secured Creditor”** means a person holding a mortgage, hypothec, charge, pledge, charge or lien on or against the property or assets of the Debtor as security for a debt due or accruing due to the person from the Debtor;
- (kk) **“Service Canada”** means the Government of Canada - Employment and Social Development Canada that delivers the WEPP;
- (ll) **“Subrogated WEPP Claim”** means all eligible wage claims or rights that a former employee may have against the Debtor, who has received compensation under the WEPP, are subrogated to Service Canada to the extent of the amount paid;
- (mm) **“Trustee”** means MNP Ltd. or its duly appointed successor or successors;
- (nn) **“Unsecured Creditors”** means the Preferred Creditors and any Creditor who is not a Secured Creditor or a Related Party Creditor;
- (oo) **“Voting Letter”** shall mean the voting letter required by subsection 51(1) of the Act to be mailed to each known Creditor prior to the Creditors’ Meeting;
- (pp) **“WEPP”** means the Wage Earner Protection Program administered by the Trustee and delivered by Service Canada.

1.2 Articles of Reference

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

1.3 Extended Meanings

In this Proposal words importing the singular number only include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

1.4 Interpretation Not Affected by Headings

The division of this Proposal into Parts and Sections and the insertion of headings are for the convenience of reference only and do not affect the construction or interpretation of this Proposal. The terms “this Proposal”, “hereof”, “hereunder” and similar expressions refer to this entire Proposal and not to any particular Part, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent herewith, references herein to Parts and Sections are to Parts and Sections of this Proposal.

1.5 Date for Any Action

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

1.6 Time

All times expressed herein are local time in Toronto, Ontario, Canada unless otherwise stipulated. Where the time for anything pursuant to the Proposal on a particular date is unspecified herein, the time shall be deemed to be 5:00 p.m. local time in Toronto, Ontario, Canada.

1.7 Numbers

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

1.8 Currency

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

1.9 Statutory References

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

1.10 Successors and Assigns

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

ARTICLE 2

CLASSIFICATION AND TREATMENT OF CREDITOR

2.1 Classes of Creditors

For the purposes of voting on the Proposal, only the Unsecured Creditors will be entitled to vote on the Proposal. There shall be one (1) class of Unsecured Creditors.

2.2 Secured Creditors

The Claims of Secured Creditors shall not be compromised by this Proposal and Secured Creditors shall be paid in accordance with the respective agreement(s) between each Secured Creditor and the Debtor or as otherwise agreed between each Secured Creditor and the Debtor.

2.3 Preferred Creditors

The Proven Claims of the Preferred Creditors of the Debtor are to be paid in full in priority to the Proven Claims of the Unsecured Creditors in accordance with the Act and the Proposal.

2.4 Crown Creditors

Unless Her Majesty in Right of Canada or a Province agrees otherwise, the Proven Claims, if any, of Crown Creditors shall be paid within six (6) months after the making of the Approval Order out of the Proposal Fund.

2.5 Unsecured Creditors

The Proven Claims of the Unsecured Creditors of the Debtor will be satisfied or paid as provided by **Article 6**.

2.6 No Distribution to Related Party Creditors

If this Proposal is accepted by the Unsecured Creditors, approved by the Court, and not subsequently annulled, the Related Party Creditors shall postpone payment of all amounts owing to them by the Debtor and shall not participate in the distribution of the Proposal Fund paid over to the Trustee pursuant to this Proposal.

ARTICLE 3

PROCEDURE FOR VALIDATION OF CLAIMS

3.1 Filing of Proofs of Claim

Each Unsecured Creditor must file a Proof of Claim as required by the Act to vote on, or receive a distribution under, the Proposal. Unsecured Creditors will receive a distribution in accordance with **Article 6** based on their Proven Claims.

Any former employee who has submitted an Act Form 31 – Proof of Claim and supporting documentation which has been accepted by the Trustee and Service Canada in connection with the WEPP, shall not be required to complete and re-submit a Proof of Claim form to prove their Claim. Accordingly, Service Canada shall also not be required to complete and submit Proof of Claim forms in connection with its Subrogated WEPP Claims in order to prove their Claims.

3.2 Allowance of Claims

Upon receipt of a completed Proof of Claim, the Trustee shall examine the Proof of Claim and shall, in consultation with the Debtor, deal with each Proof of Claim in accordance with the provisions of the Act.

3.3 Procedure in Act Applicable

Subject to **Article 3.2**, the procedure for: (a) determining and valuing Claims of the Unsecured Creditors that are contingent or unliquidated; and (b) disallowing and resolving disputes with respect to Claims will be as set forth in section 135 of the Act.

ARTICLE 4

MEETING OF CREDITORS

4.1 Creditors' Meeting

On the Creditors' Meeting Date, the Trustee shall hold the Creditors' Meeting in order for the Creditors to consider and vote upon the Proposal.

4.2 Time and Place of Meeting

Unless otherwise ordered by the Court, the Creditors' Meeting shall be held at a time and place to be established by the Official Receiver, or the nominee thereof, and confirmed in the notice of Creditors' Meeting to be mailed to Creditors pursuant to the Act.

4.3 Conduct of Meetings

The Official Receiver, or the nominee thereof, shall preside as the chair of the Creditors' Meeting and will decide all matters relating to the conduct of the Creditors' Meeting. The only

persons entitled to attend the Creditors' Meeting are those persons, including the holders of proxies, entitled to vote at the Creditors' Meeting, and the officers, directors, auditors and legal counsel of the Debtor, together with such representatives of the Trustee as the Trustee may appoint in its discretion, and such scrutineers as may be duly appointed by the chair of such meeting. Any other person may be admitted on invitation of the chair of the Creditors' Meeting or with the consent of the Unsecured Creditors.

4.4 Adjournment of Meetings

The Creditors' Meeting may be adjourned in accordance with section 52 of the Act.

4.5 Voting by Creditors

Any Proof of Claim in respect of a Claim of an Unsecured Creditor that is not a Proven Claim as at the Creditors' Meeting Date will be marked as objected to in accordance with subsection 108(3) of the Act.

4.6 Approval by Creditors

The Proposal will be binding on the Unsecured Creditors in accordance with the Act, if: (a) it is accepted by the class of Unsecured Creditors by a majority in the number of the Unsecured Creditors who actually vote upon the Proposal (in person or by proxy) at the Creditors' Meeting or by a Voting Letter, representing two-thirds (2/3) or more in value of the Proven Claims of the Unsecured Creditors in that class who actually vote upon the Proposal (whether in person or by proxy) at the Creditors' Meeting or by a Voting Letter; and (b) the Approval Order is made.

4.7 Appointment of Inspectors

At the Creditors' Meeting, the Unsecured Creditors may appoint up to five (5) Inspectors whose powers will be limited to the powers granted to Inspectors under the Act, including: (a) advising the Trustee concerning any dispute which may arise as to the validity of Claims; (b) the power to waive any default in the performance of any provisions of the Proposal; and (c) advising the Trustee from time to time with respect to any other matter that the Trustee may refer to them.

Any decision, direction or act of the Inspectors may be referred to the Court by the Trustee and the Court may confirm, reverse or modify the decision, direction or act and make such order as it deems just.

ARTICLE 5

FUNDING AND THE IMPLEMENTATION OF PROPOSAL

5.1 The Proposal Fund

On or within three (3) Business Days of the filing of this Proposal, the Debtor shall provide the Trustee with a retainer in the amount of FORTY THOUSAND DOLLARS (\$40,000) (the

“**Retainer**”), which will be held in separate trust account of the Trustee until the Implementation Date. On the Implementation date, the Retainer will be transferred to a designated trust account for the Debtor for distribution in accordance with **Article 6**.

On or before the Implementation Date, the Debtor shall pay the sum of no less than SIXTY-NINE THOUSAND THREE HUNDRED DOLLARS (\$69,300) (the “**Available Cash**”) to the Trustee to be held in a designated trust account for the Debtor for distribution in accordance with **Article 6**.

On or before the Implementation Date, in consideration of the releases contemplated herein, the Proposal Sponsor shall pay the sum of TWO HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS (\$285,000) (the “**Funding**”) to the Trustee to be held in a designated trust account for the Debtor for distribution in accordance with **Article 6**.

ARTICLE 6

DISTRIBUTION

6.1 Payment of Administrative Fees and Expenses

The Administrative Fees and Expenses shall be paid in full out of the Proposal Fund and other retainers provided to the Trustee by the Debtor prior to distribution to the Unsecured Creditors, to a maximum of SEVENTY-SEVEN THOUSAND DOLLARS (\$77,000) plus disbursements and applicable taxes.

6.2 Distribution to Crown Creditors

Unless Her Majesty agrees otherwise, the Proven Claims, if any, of the Crown Creditors shall be paid by the Trustee within six (6) months after the making of the Approval Order out of the Proposal Fund.

6.3 Distribution to Employee Creditors

The Claims, if any, of the Employee Creditors shall be paid by the Trustee after the making of the Approval Order in the ordinary course from the Proposal Fund.

6.4 Distribution to Preferred Creditors

The Proven Claims of Preferred Creditors shall be paid by the Trustee in full from the Proposal Fund in priority to all claims of Unsecured Creditors in accordance with the scheme of distribution set forth in the Act.

6.5 Distribution to the Ordinary Creditors

The Proven Claims of Ordinary Creditors shall be paid by the Trustee from the remaining balance of the Proposal Fund after payment of the Administrative Fees and Expenses, and the

Claims, if any, set out in paragraphs 6.2, 6.3, and 6.4 above, their *pro rata* share¹ of the Proposal Fund.

6.6 Requirement to File Proofs of Claim

On the Implementation Date the Trustee shall deliver notice pursuant to subsection 149(1) of the Act requiring that any of the Debtor's Unsecured Creditors that have not filed a Proof of Claim file a Proof of Claim within thirty (30) days.

6.7 No Distribution to Related Party Creditors

If this Proposal is accepted by the creditors, approved by the Court, and not subsequently annulled, the Related Party Creditors shall postpone payment of all amounts owing to them by the Debtor and shall not participate in the distribution of the Proposal Fund paid over to the Trustee pursuant to this Proposal.

6.8 Claims Against Directors

Any Claims against the Debtor by any Creditor that are also Claims against the Directors and officers of the Debtor that relate to obligations of the Debtor where directors are under any law liable in their capacity as Directors for the payment of such obligations and that the claims arose before the commencement of the proposal proceedings shall be, and upon Court approval of this Proposal, are hereby, to the extent permitted by the Act, compromised and released and forever discharged as against the Directors of the Debtor in accordance with the Act and this Proposal upon acceptance of this Proposal by the Unsecured Creditors and approval by the Court.

6.9 Levy

Payments to each Unsecured Creditor shall be net of any applicable levy payable to the Office of the Superintendent of Bankruptcy as required by the Act and the Trustee shall remit the amount of such levy to the Office of the Superintendent of Bankruptcy contemporaneous with the distributions to Unsecured Creditors.

6.10 Certificate of Full Performance

The Trustee shall issue a certificate of Full Performance upon the Debtor and the Proposal Funder, respectively, fulfilling of terms of this Proposal as set out above in **Article 5.1**.

6.11 Discharge of Trustee

Upon the payment by the Trustee of the amounts contemplated in this **Article 6**, the Trustee shall have discharged its duties as Trustee and the Trustee shall be entitled to apply for its discharge as

¹ Based on the proportion that the Proven Claim of such Ordinary Creditor bears to the total Proven Claims of all Ordinary Creditors.

Trustee. For greater certainty, the Trustee will not be responsible or liable for any obligations of the Debtor and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a wilful or wrongful act or default.

ARTICLE 7

MISCELLANEOUS

7.1 Payment of Post-Filing Goods and Services

All Post-Filing Goods and Services shall be paid in full in the ordinary course of the Debtor's business and on terms agreed to between the Debtor and its respective creditors from funds other than the Proposal Fund. The Debtor agrees that the Trustee shall not in any case be responsible for ensuring that payment is duly made to any person supplying Post-Filing Goods and Services.

7.2 Payment of Post-Filing Crown Creditors

During the period between the Filing Date and the Effective Date, the Debtor shall pay and keep current Her Majesty in Right of Canada and in Right of Ontario all amounts of a kind that could be subject to a demand under subsection 224(1.2) of the Income Tax Act or otherwise as provided for in subsection 60(1.1) of the Act or any substantially similar provision of Ontario legislation.

7.3 Compromise Effective for all Purposes

The provisions of this Proposal will be binding upon each Creditor, their subsidiaries and affiliates, shareholders, directors and officers, heirs, executors, administrators, successors and assigns, for all purposes.

7.4 Modification of Proposal

The Debtor may propose an alteration or modification to the Proposal prior to the vote taking place on the Proposal.

7.5 Consents, Waivers and Agreements

As at 12:01 a.m. on the Implementation Date, each Unsecured Creditor will be deemed:

- (a) to have executed and delivered to the Debtor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Proposal in its entirety;
- (b) to have waived any default by the Debtor in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Unsecured Creditor and the Debtor that has occurred on or prior to the Implementation Date;

- (c) to have agreed, in the event that there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Unsecured Creditor and the Debtor as at the Implementation Date (other than those entered into by the Debtor on, or with effect from, the Implementation Date) and the provisions of this Proposal, that the provisions of this Proposal shall take precedence and priority and the provisions of such agreement or other arrangement shall be amended accordingly; and
- (d) to have released the Debtor, the Trustee, the Directors, and the Proposal Sponsor and all of their respective affiliates, employees, agents, directors, officers, shareholders, advisors, consultants and solicitors from any and all demands, claims, actions, causes of action, counter-claims, suits, debts, sums of money, accounts, covenants, damages, judgements, expenses, executions, liens, set off rights and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to or arising out of or in connection with the matters herein; provided that nothing herein shall release: (i) the Debtor of its obligation to make the distributions to Unsecured Creditors contemplated in this Proposal (ii) any person from liabilities or claims which cannot be released pursuant to subsection 50(14) of the Act as determined by a final, non-appealable judgment of the Court.

7.6 Conditions to Proposal Implementation

The implementation of the Proposal by the Debtor will be conditional upon the fulfilment or satisfaction of the following conditions:

- (a) The acceptance of the Proposal by the Unsecured Creditors; and
- (b) The Court issuing the Approval Order and the expiry of all appeal periods.

7.7 Effect of Proposal Generally

As at 12:01 a.m. on the Implementation Date:

- (a) The treatment of all Claims under the Proposal shall be final and binding on the Debtor and all Unsecured Creditors (along with their respective heirs, executors, administrators, legal personal representatives, successors and assigns); and
- (b) The Proposal shall constitute: (i) a full, final and absolute settlement of all rights of the holders of the Claims and other Persons affected hereby; and (ii) an absolute release and discharge of all indebtedness, liabilities and obligations of the Debtor and other Persons of or in respect of the Claims or other obligations affected by the Proposal.

7.8 Conduct of Debtor's Business

Subject to any Order made by the Court, the Debtor shall remain in possession and control of their property and assets at all times, both before and after the Implementation Date.

ARTICLE 8

AVOIDANCE OF TRANSACTION

8.1 Avoidance Proceedings

Sections 95 to 101 of the Act will not apply in respect of the Debtor or this Proposal.

GENERAL

8.2 Events of Default

The failure of the Debtor to provide the Available Cash to the Trustee and/or the failure of the Proposal Funder to pay the Proposal Fund to the Trustee as contemplated in **Article 5.1**, will constitute an Event of Default for purposes of section 63 of the Act and otherwise under this Proposal.

8.3 Trustee

MNP, of the City of Toronto, in the Province of Ontario, shall be the Trustee under this Proposal and all monies payable under this Proposal shall be paid over to the Trustee who shall make the payment of all dividends in accordance with the terms of this Proposal.

MNP is acting in its capacity as Trustee under this Proposal and not in its personal capacity and no officer, director, employee, or agent of MNP shall incur any obligations or liabilities in connection with this Proposal or in respect of the business or liabilities of the Debtor.

Any payments made by the Trustee to the Unsecured Creditors hereunder shall be made by the Trustee net of any levies payable or due under the Act.

8.4 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, by prepaid mail or by telecopier (except for Proofs of Claim which may only be sent by personal delivery, telecopier or registered mail) addressed to the respective parties as follows:

- (a) if to the Debtor:

Tacom Rapid Deployment Protection Group Inc.

c/o Reconstruct LLP
200 Bay St, Suite 2305, Box 120
Toronto ON
M5J 2J3

Attention: Linda Langerak

E-mail : lindalangerak@tacomrdpg.com

- (b) if to an Unsecured Creditor, to the address or telecopier number for such Unsecured Creditor specified in the Proof of Claim filed by such Unsecured Creditor or, if no proof of Claim has been filed, to such other address or telecopier number at which the notifying party may reasonably believe that the Unsecured Creditor may be contacted; and
- (c) if to the Trustee:

MNP Ltd.

300-111 Richmond St W
Toronto ON M5H 2G4

Attention: Matthew Lem

E-mail : Matthew.Lem@mnp.ca

or to such other address or telecopier number as any party may from time to time notify the others in accordance with this section. In the event of any strike, lock-out and other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery or by telecopier and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption will be deemed not to have been given or made. All such notices and communications will be deemed to have been received, in the case of notice by telecopier or by delivery prior to 5:00 p.m. (local time) on a Business Day, when received or if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day and in to case of notice mailed as aforesaid, on the fifth (5th) Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

8.5 Foreign Currency Obligations

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

8.6 Applicable Law

This Proposal shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

8.7 Non Severability

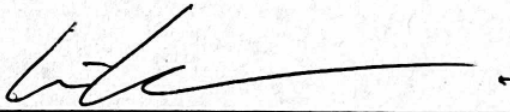
It is intended that all provisions of this Proposal shall be fully binding on and effective between all Persons named or referred to in this Proposal and in the event that any particular provision or provisions of this Proposal is or are found to be void, voidable or unenforceable for any reason whatever,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

8.8 Deeming Provisions

In this Proposal the deeming provisions are not rebuttable and are conclusive and irrevocable.

DATED at the Village of Beaverton, in the Province of Ontario, this 2nd day of November 2022.

**TACCOM RAPID DEPLOYMENT
PRTOECTION GROUP INC.**

Per: 
Name: Linda Langerak
Title: Director

I have authority to bind the corporation.

Exhibit - "G"

District of Ontario
Division No. 10 - Peterborough
Court No. 31-2858238
Estate No. 31-2858238

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

**IN THE MATTER OF THE PROPOSAL OF
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
OF THE VILLAGE OF BEAVERTON, IN THE TOWNSHIP OF BROCK, IN THE REGIONAL
MUNICIPALITY OF DURHAM IN THE PROVINCE OF ONTARIO**

MINUTES OF THE RECONVENED MEETING OF CREDITORS TO CONSIDER THE PROPOSAL

These are the minutes of the reconvened meeting of creditors to consider the proposal submitted by Taccom Rapid Deployment Protection Group Inc. (the “**Company**”) that was held virtually via Microsoft Teams Meeting, on November 2, 2022, at 10:00 AM (Toronto time).

Present	Representing
Matthew Lem, and Chahna Nathwani	MNP Ltd. (“ MNP ”), Proposal Trustee
Linda Langerak	The Company
Mary Catharine Burke	Canada Revenue Agency (“ CRA ”)

Matthew Lem acted as the Chairperson and secretary of the meeting. The Chairperson informed the Meeting that pursuant to section 51(3) of the *Bankruptcy and Insolvency Act*, he would act as Chairperson and would decide any questions or disputes arising at the meeting and from such decision any creditor may appeal to the court. The Chairperson examined the Proofs of Claim and Proxies in favour of the Trustee and determined that there was a quorum. The Chairperson declared the Meeting duly convened and called the Meeting to order.

Amended Proposal

The Trustee advised following detailed negotiations with CRA on the terms of the proposal that an amendment was made to increase the funding to be provided by the Proposal Sponsor from \$185,000 to \$285,000. The Company moved to have this amendment be made to the Proposal and an amended proposal dated November 2, 2022 (the “**Amended Proposal**”) was put forward.

The Chairperson then called for a vote on the Amended Proposal.

The results of the vote on the Amended Proposal, are summarized as follows:

	FOR	%	AGAINST	%
Total number of creditors ¹	2	100.00%	0	0.00%
Total dollar value ²	\$206,673.25	100.00%	\$0.00	0.00%

¹ – In person or by proxy or by voting letter with proven and accepted claims for voting purposes only.

² – Based on the eligible unsecured claims, proven and accepted for voting purposes only.

Based on the vote, the Amended Proposal was accepted by the creditors.

Appointment of Inspectors

The Trustee advised the meeting that prior to the meeting, the following individuals submitted a request to be appointed and serve as Inspectors:

- Cindy Cleveland; and
- Teri McNamee.

On the vote for the appointment of the above slate of Inspectors:

It was moved by: The Trustee, as proxyholder for Cindy Cleveland; and

Seconded by: Mary Catharine Burke, as proxyholder for CRA.

The motion carried unanimously.

There being no further business, the meeting was adjourned.



Chairperson

November 3, 2022

Date

Exhibit - "H"

District of Ontario
Division No.: 10 – Peterborough
Court No.: 31-2858238
Estate No.: 31-2858238

**IN THE MATTER OF THE PROPOSAL OF
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
OF THE VILLAGE OF BEAVERTON, IN THE TOWNSHIP OF BROCK
IN THE REGIONAL MUNICIPALITY OF DURHAM, IN THE PROVINCE OF ONTARIO**

I, Chahna Nathwani, of the city of Toronto, in the province of Ontario, hereby make oath and say:

That on the 25th day of January 2023, I did cause to be mailed to the creditors of the above-named Debtor, whose names and addresses appear on the paper-writing marked as Exhibit “A”, attached hereto, a cover letter and a copy each of the Notice of Hearing of Application for the Court Approval of Proposal (the “**Notice**”), marked as Exhibit “B”, attached hereto.

And that on the same day, I did cause to electronically file the Notice with the Office of the Superintendent of Bankruptcy. A copy of the confirmation of the filing is marked as Exhibit “C” attached hereto.

SWORN BEFORE ME by video conference)
From the City of Richmond Hill, in the Regional)
Municipality of York, to the Town of Erin, in)
Wellington County, on this 25th day of January 2023)



A Commissioner, etc.

Matthew Eric Lem, a Commissioner, etc.,
Province of Ontario, for MNP Ltd. and MNP LLP.
Expires February 21, 2023.



Chahna Nathwani

Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF CHAHNA NATHWANI

Sworn before me in the City of Toronto, in the Province of Ontario

This 25th day of January, 2023

A handwritten signature in blue ink, appearing to be 'A. C.', written over a horizontal line.

Commissioner for taking Affidavits, etc.

Creditor Mailing List

In the Matter of the Proposal of
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the Province of Ontario

Creditor Type	Name	Attention	Address
Contingent	Hicks, Amy c/o Achkar Law	Christopher Achkar	Termination Pay/Stmt of Claim 4950 Yonge Street, Suite 2200 Toronto ON M2N 6K1 Fax: (855) 754-5354 c.millar@achkarlaw.com
	Hicks, Anna c/o Achkar Law	Charles Millar	Term. Pay/Stmt of Claim/Loan 4950 Yonge Street, Suite 2200 Toronto ON M2N 6K1 Fax: (855) 754-5354 c.millar@achkarlaw.com
Secured	CRA - Tax - Ontario		73176 7737 RP0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (833) 697-2390
Unsecured	Cleveland, Cindy		Termination Pay 25684 Weirs Sideroad Pefferlaw ON L0E1N0 sbsc_past@yahoo.ca
	CRA - Tax - Ontario	P. Boucher	73176 7737 RT0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (833) 697-2390
	CRA - Tax - Ontario		73176 7737 RP0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (833) 697-2390
	Hicks, Amy c/o Achkar Law	Christopher Achkar	Termination Pay/Stmt of Claim 4950 Yonge Street, Suite 2200 Toronto ON M2N 6K1 Fax: (855) 754-5354 c.millar@achkarlaw.com
	Hicks, Anna c/o Achkar Law	Charles Millar	Term. Pay/Stmt of Claim/Loan 4950 Yonge Street, Suite 2200 Toronto ON M2N 6K1 Fax: (855) 754-5354 c.millar@achkarlaw.com

Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF CHAHNA NATHWANI

Sworn before me in the City of Toronto, in the Province of Ontario

This 25th day of January, 2023

A handwritten signature in blue ink, appearing to read "Lu Co", is written above a horizontal line.

Commissioner for taking Affidavits, etc.

District of Ontario
Division No. 10 – Peterborough
Court No. 31-2858238
Estate No. 31-2858238

**IN THE MATTER OF THE PROPOSAL OF
TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.
OF THE VILLAGE OF BEAVERTON, IN THE TOWNSHIP OF BROCK
IN THE REGIONAL MUNICIPALITY OF DURHAM, IN THE PROVINCE OF ONTARIO**

To the Creditors who have filed a Claim in the Proposal of Taccom Rapid Deployment Protection Group Inc. (“Taccom”)

On August 22, 2022, Taccom lodged a Proposal with the Proposal Trustee that was electronically filed with the Official Receiver (the “**Proposal**”) on same date. At the reconvened meeting of creditors to consider the Proposal held on November 2, 2022 (the “**Reconvened Meeting**”), the Company lodged with the Proposal Trustee an amended proposal (the “**Amended Proposal**”). The Amended Proposal modified Article 5.1 – The Proposal Fund by increasing the amount to be contributed by the Proposal Sponsor from \$185,000 to \$285,000. A copy of the Amended Proposal can be viewed and/or downloaded from this proceedings Case Website at <https://mnpdebt.ca/en/corporate/corporate-engagements/taccom>.

At the Reconvened Meeting, the creditors voted to accept the Amended Proposal and the Proposal Trustee has made an application to the Court to have the Amended Proposal approved. The Court will hear this application (in writing) on the 21st day of February 2023. Further details regarding the hearing are provided on the enclosed Form 40.1, Notice of Hearing of Application for Court Approval of Proposal.

A copy of the Proposal Trustee’s report to the Court on the Amended Proposal (Report of Trustee on Proposal) prepared and filed in connection with the application for Court approval of the Amended Proposal can also be viewed and/or downloaded from this proceedings Case Website at <https://mnpdebt.ca/en/corporate/corporate-engagements/taccom>.

If you have any questions concerning the foregoing or require any additional information, please contact Chahna Nathwani at (647) 475-8331 or by email at Chahna.Nathwani@mnp.ca.

Dated at Toronto, Ontario this 25th day of January 2023.

MNP LTD.,
in its capacity as Trustee *in re* the Proposal of
Taccom Rapid Deployment Protection Group Inc.
and not in its personal or corporate capacity
Per:



Matthew Lem, CIRP
Licensed Insolvency Trustee

Encl.

District of: Ontario
Division No. 10 - Peterborough
Court No. 31-2858238
Estate No. 31-2858238

FORM 40.1
Notice of Hearing of Application for Court Approval of Proposal
(Paragraph 58(b) of the Act)

In the Matter of the Proposal of
Tacom Rapid Deployment Protection Group Inc.
of the Village of Beaverton, in the Township of Brock
in the Regional Municipality of Durham, in the Province of Ontario

In Ontario Superior Court of Justice (in Bankruptcy and Insolvency)

In the matter of the proposal of Tacom Rapid Deployment Protection Group Inc., a debtor.

Take notice that an application will be made to the court, at 393 University Ave, 10th Floor, Toronto, Ontario, on the 21st day of February 2023, at 10:00 AM, to approve the proposal of Tacom Rapid Deployment Protection Group Inc. accepted by the creditors at a meeting held on the 2nd day of November 2022.

Dated at the City of Toronto in the Province of Ontario, this 25th day of January 2023.

MNP Ltd. - Licensed Insolvency Trustee



1900 - 1 Adelaide Street East,
Toronto ON M5C 2V9
Phone: (416) 596-1711
Fax: (416) 323-5242

Attached is Exhibit "C"

Referred to in the

AFFIDAVIT OF CHAHNA NATHWANI

Sworn before me in the City of Toronto, in the Province of Ontario

This 25th day of January, 2023

A handwritten signature in blue ink, appearing to read "Su Co", is written over a horizontal line.

Commissioner for taking Affidavits, etc.



Government
of Canada

Gouvernement
du Canada

[Canada.ca](#) > ... > [Landing Page](#) ..()

Update filing - update is confirmed

Welcome [Chahna, Nathwani](#) | [Preferences](#) | [E-Filing helpdesk](#) | [Instructions](#) | [Logout](#)

Estate Information

Please Note: The following estate(s) were updated:

- **Estate Number:** 31-2858238
- **Estate Name:** TACCOM RAPID DEPLOYMENT PROTECTION GROUP INC.

Document(s) submitted

The following document(s) have been successfully submitted

- Form 40.1: Notice of Hearing of Application for Court Approval of Proposal

Reference

- The Reference Number for this transaction is: **20572798**.
- Submitted by Chahna Nathwani.
- 2023-01-25 09:31 EST

[Submit another document for this estate.](#)

If you would like to submit a document against a different estate, please click on the **Update** link in the left hand side menu.

Date modified: 2022-10-18

**In the Matter of the Proposal of TACCOM RAPID DEPLOYMENT PROTECTION GROUP
INC. of the Village of Beaverton, in the Township of Brock in the Regional Municipality
of Durham, in the Province of Ontario**

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

REPORT OF TRUSTEE ON PROPOSAL

MNP LTD.
LICENSED INSOLVENCY TRUSTEE
1 Adelaide St E, Suite 1900
Toronto Ontario M5C 2V9

Attention: Matthew Lem
Email: Matthew.Lem@mnp.ca
Tel: (416) 515-3882
Fax: (416) 323-5240
License No.: 2879