Court File No. BK-26-03364251-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERICAL LIST)

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

FACTUM OF THE PROPOSAL TRUSTEE

October 26, 2026

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PART I. OVERVIEW

1. The Proposal Trustee brings this motion seeking the approval of the Proposed Transaction (defined below), the vesting of the assets in Ramudden (defined below) upon completion of the transaction and various ancillary relief described below.

2. The Proposal Trustee recommends that the Court grant the relief for the reasons detailed in this factum.

PART II. FACTS

A. Background

3. National Traffic Safety Management Inc. (the "**Company**") filed an initial Notice of Intention to Make a Proposal on April 5, 2024 and an amended proposal was subsequently accepted by the creditors and approved by the Court on February 20, 2025 (the "**Initial Proposal**"). The Company defaulted under the Initial Proposal.[1]

4. The Company filed a second Notice of Intention to Make a Proposal on April 24, 2026 ("**Second NOI**"). The time to file a proposal was subsequently extended, most recently to October 26, 2026, the last day in which the Company can make a proposal before it is deemed to make an assignment in bankruptcy pursuant to section 50.4(8) of the *Bankruptcy and Insolvency Act,* R.S.C., 1985, c. B-3 ("**BIA**").[2]

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[1] Fifth Report to the Court dated October 12, 2026 (Fifth Report"), Appendix A, Affidavit of Antonio Bruno dated October 2, 2026 ("Bruno Affidavit") at ¶¶4, 10.

[2] Sixth Report to the Court dated October 21, 2026 (Sixth Report"), at ¶25.

5. The most recent extension was necessary to provide the Proposal Trustee time to consider a potential acquisition of the Company's assets by a related party, A2 Environmental Group Inc. ("**A2**"), an entity owned by Antonio Bruno, the Company's sole director and officer and to canvass potential alternate offers.[3]

B. Bidding process and Mr. Bruno's opposition to the Proposed Transaction

6. The Proposal Trustee did not recommend the A2 offer for approval.

7. Instead, following the last extension, the Proposal Trustee established a sales process for the Company's assets, as further set out in the Sixth Report in order to determine whether there were other potential interested parties.

8. The Company and/or Mr. Bruno raised no objection to the sales process.

9. Two offerors submitted letters of intent to purchase the Company's assets (the "**Offers**") by the bid deadline set out in the sales process: (1) A2 and (2) Ramudden Global (Canada) Inc. ("**Ramudden**").[4]

10. The Proposal Trustee ultimately determined that Ramudden's offer (the "**Proposed Transaction**") represented the most favourable outcome for the Company's creditors and other stakeholders.[5]

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[3] Fifth Report at ¶¶10-12, Seventh Report to the Court dated October 23, 2026 ("Seventh Report") at ¶¶9-10.

[4] Sixth Report at ¶17.

[5] Sixth Report at ¶23.

11. On October 16, 2026, the Proposal Trustee informed the two offerors and the Company of its assessment of the Offers and confirmed that it intended to bring a motion for approval of the Proposed Transaction. The Company's counsel advised that Mr. Bruno opposed the completion of the Proposed Transaction.[6]

12. On October 22, 2026, the Proposal Trustee appeared before the Court to seek a stay of the deemed assignment into bankruptcy as the parties required more time than the 30 minutes allotted to address the approval of the Proposed Transaction given Mr. Bruno's opposition. That stay was not granted, and the return of this motion was scheduled to address this matter.

13. During the attendance, counsel for the Company advised that the Company may file a proposal prior to the expiry of the current stay of proceedings. This has not yet occurred but the Proposal Trustee understands that this remains the Company's intention.

14. Oxygen Working Capital Corporation and Labourers International Union of North America, Local 837, the Company's senior secured creditors, have advised the Proposal Trustee that they support the Proposed Transaction.

C. The Company's employees

15. The Company has approximately 67 employees.[7] As further detailed in the affidavit of Sammy Tinebra dated October 23, 2026, the Company has obligations to three locals[8]

[6] Sixth Report at ¶20.
[7] Fifth Report at Appendix A.
[8] Local 837, Local 183, and Local 506.

of the Labourers International Union of North America (the "**Unions**") that represent most of its employees pursuant to a Collective Agreement dated May 1, 2025 (the "**Collective Agreement**").[9] The Unions advise that the amounts owing to them include priority amounts consisting of pre-filing vacation pay and pension claims and post-filing obligations the "**Employee Priority Obligations**").

16. Local 837 reports that the Employee Priority Obligations total approximately $575,000 since the Second NOI.[10] Locals 183 and 506 have also filed a factum on this motion detailing Employe Priority Obligations of $64,738.44 to Local 183 and $15,261.47 to Local 506.[11]

D. Increase in the Administration Charge

17. Since the Amended Administration Charge (as defined in the Seventh Report) was approved, the Proposal Trustee, its counsel and the Company's counsel (the "**Professionals**") have undertaken significant additional work in connection with these proceedings, including the review and assessment of the offers, negotiations with interested parties, preparation of Court materials and further Court attendances.[12]

18. The Professionals will be required to undertake additional work in connection with this contested approval motion. If the Proposed Transaction is approved, the

[9] Affidavit of Sammy dated October 23, 2026 ("Tinebra Affidavit") at ¶4.
[10] Tinebra Affidavit at ¶4.
[11] Factum of Local 183 and Local 506 at ¶6.
[12] Seventh Report at ¶30.

Professionals will also incur costs in connection with the negotiation and finalization of the Purchase Agreement and the completion of the Proposed Transaction.[13]

19. A significant quantum of professional fees remain unpaid and continue to accrue. Given the Company's ongoing liquidity constraints and the additional work anticipated in connection with the Proposed Transaction, the Proposal Trustee is seeking a further increase to the Amended Administration Charge from $200,000 to $300,000.[14]

20. The Proposal Trustee also seeks the extension of the Amended Administration Charge to any proposal filed by the Company on or before October 26, 2026.

E. Professional fees after a bankruptcy

21. In the event of a bankruptcy, TDB agrees to act as trustee in bankruptcy ("**Bankruptcy Trustee**"), subject to affirmation at the first meeting of creditors.[15]

22. The Bankruptcy Trustee will be required to undertake various activities in administering the bankruptcy estate, including the collection and realization of any remaining assets, the review and adjudication of creditor claims, the administration of remaining funds and the completion of other statutory obligations under the BIA.[16]

[13] Seventh Report at ¶33.
[14] Seventh Report at ¶32.
[15] Seventh Report at ¶43.
[16] Seventh Report at ¶44.

23. However, it is expected that the claims of the Company's secured creditors, which rank in priority to the claims of the Bankruptcy Trustee and its counsel in respect of their professional fees, will exceed the total assets available for distribution in the estate.[17]

24. Therefore, the Proposal Trustee is seeking a Court-ordered charge to grant TDB, in its prospective capacity as Bankruptcy Trustee, a first priority charge on all assets in the bankrupt estate to secure its professional fees and disbursements, and those of its counsel (the "**Bankruptcy Trustee's Charge**").[18]

25. If the Court does not grant an Order approving the Bankruptcy Trustee's Charge, TDB respectfully requests an Order discharging the Proposal Trustee and directing the Proposal Trustee to pay any net proceeds from the Proposed Transaction, to the extent they are held by the Proposal Trustee, into Court.[19]

PART III. ISSUES

26. The issues on this motion are:

(a) Should the Proposed Transaction be approved?

(b) Should the Proposal Trustee be granted enhanced powers (if necessary) to complete the Proposed Transaction?

(c) Should the Professionals' fees and disbursements be approved?

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[17] Seventh Report at ¶45.
[18] Seventh Report at ¶46.
[19] Seventh Report at ¶49.

(d) Should the Administration Charge be increased by $100,000?

(e) Should TDB be granted the Bankruptcy Trustee's Charge if appointed?

(f) Should the appendices to the Sixth and Seventh Report be sealed?

PART IV. LAW AND ARGUMENT

A. The Proposed Transaction should be approved, and the Company's assets should vest in Ramudden

1. Statutory framework

27. The Court has jurisdiction to approve a sale of assets of a Notice of Intention debtor pursuant to section 65.13 of the BIA.

28. Subsection 65.13(4) of the BIA provides a non-exhaustive list of factors for the Court to consider in determining whether to approve a sale, which are generally similar to the factors in *Royal Bank v Soundair Corp.*[20]:

(a) whether the process leading to the proposed sale or disposition was reasonable in the circumstances;

(b) whether the trustee approved the process leading to the proposed sale or disposition;

(c) whether the trustee filed with the court a report stating that in their opinion the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy;

[20] 1991 CanLII 2727 (Ont CA).

(d) the extent to which the creditors were consulted;

(e) the effects of the proposed sale or disposition on the creditors and other interested parties; and

(f) whether the consideration to be received for the assets is reasonable and fair, taking into account their market value.

2. The Proposed Transaction and the consequent vesting should be approved

29. The Proposal Trustee's sales process was reasonable in the circumstances. In this case, the Proposal Trustee conducted a brief sales process on notice to all parties following the attendance on October 13, 2026. As noted in the Proposal Trustee's Fifth Report to the Court dated October 12, 2026, the Company's distressed financial position and the minimal amount of time remaining the Notice of Intention proceedings before a deemed assignment required a relatively fast and simple sales process. This Court has noted that these constraints justify a faster and simpler sales process.[21]

30. The Proposal Trustee's sales process was not opposed by any creditor or stakeholder at the attendance on October 13, 2026, and creditors have been provided with the LOI for their consideration.

[21] *Edgemount Manor (Re) and Sheridan Lodge (Re),* 2021 ONSC 7803, at ¶15.

31. Although abbreviated somewhat, the sale process generated the offer from Ramudden (resulting in the Proposed Transaction) that is superior to the related-party bid from A2 that was then the only offer.

32. The Proposal Trustee has also conducted a liquidation analysis which demonstrates that the Proposed Transaction provides superior value for stakeholders as compared to a bankruptcy.

33. At present, the Proposal Trustee contemplates that the net sale proceeds of the Proposed Transaction will be distributed following either the Company's deemed assignment in bankruptcy or some other process that results in the Company's bankruptcy.

34. In the case of a bankruptcy, the sale proceeds will be distributed in accordance with the statutory scheme of distribution and other applicable provisions of the BIA with the exception of certain professional fees and the Employee Priority Obligations.

3. Payment of Employee Priority Obligations

35. The Proposed Transaction complies with the payment requirement in section 65.13(8) of the BIA.

36. As noted in the Proposal Trustee's draft Approval and Vesting Order, Ramudden and the Proposal Trustee propose that the Company will make the Employee Priority Obligations from the proceeds of the Proposed Transaction as required under section 65.13(8) of the BIA upon closing of the transaction.

B. The Proposal Trustee should be granted enhanced powers to effect the sale if necessary

37. In order to effect the Proposed Transaction, an asset purchase agreement must be signed as well as various other contemplated transaction documents. At this stage, the Proposal Trustee is not aware whether Mr. Bruno – whose company, A2, submitted the losing bid and who opposes the Proposed Transaction - will cause the Company to cooperate.

38. Accordingly, the Proposal Trustee seeks enhanced powers, if necessary, to complete the Proposed Transaction for and on behalf of the Company. As Peppall J.A. held in the context of a receivership, the court's power to approval a sale of assets must necessarily be accompanied by the authority to enter into an agreement to sell those assets, and to seek court approval to vest those assets in a purchaser. In that case, the Court held that the Court had the jurisdiction to enter into an agreement to sell the assets of a debtor, and to seek a vesting order accordingly, even where a receiver "does not hold title to the assets and a receivership does not effect a transfer or vesting of title in the receiver." [22] Here, section 65.13(4) contemplates that the Proposal Trustee could seek approval of a sale, in the context of what Justice Peppall referred to as the insolvency regime's "hallmark" – the maximization of the realization of the debtor's assets, and the while ensuring that "third party interests are not improperly violated."[23]

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[22] *Third Eye Capital Corporation v. Ressources Dianor Inc./Dianor Resources Inc.*, 2019 ONCA 508, at ¶¶76-85.
[23] *Third Eye Capital Corporation v. Ressources Dianor Inc./Dianor Resources Inc.,* 2019 ONCA 508, at ¶86.

C. The Professionals' fees should be approved and the Administrative Charge should be increased

39. The fees and disbursements of the Professionals, as set out in the Seventh Report, are fair and reasonable under the circumstances.

40. In evaluating the professional and legal fees, the standard to be applied is whether the compensation sought is holistically "fair and reasonable", with an emphasis on the value provided and what is accomplished by the professionals.[24]

41. In this case, the Professionals have incurred significant costs in the course of several court attendances during the restructuring efforts of the Company and in recent weeks in connection with the bidding process leading to the Proposed Transaction.

42. Based on the Professionals' activities and the results achieved in this matter, the Professionals' fees and disbursements should be approved by this Court.

43. In addition, the Administration charge should be increased by $100,000. The Professionals will be required to incur costs in the immediate term to close the Proposed Transaction, deal with this contested approval motion, and address the Company's anticipated filing of a proposal and the aftermath thereof.

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[24] *Bank of Nova Scotia v. Diemer*, 2014 ONCA 851, at ¶44-45 and *Triple-I Capital Partners Limited v 12411300 Canada Inc.*, 2023 ONSC 3400, at ¶53.

D. If TDB serves as Trustee in Bankruptcy, the Administration Charge should be increased and TDB should be granted a first ranking charge

44. This Court should exercise its inherent jurisdiction to grant TDB a first priority charge to secure TDB's reasonable professional fees and those of its counsel in TDB's capacity as trustee in bankruptcy.

45. Such an Order would facilitate the efficient administration of the Company's estate for the benefit of all creditors.

46. In the absence of such an Order, TDB's compensation as trustee in bankruptcy of the Company would be subject to the claims of secured creditors, which creditor claims exceed the net proceeds of the Proposed Transaction.

47. Section 183(1) of the BIA provides that this Court may exercise its inherent jurisdiction to make the Order sought by the Proposal Trustee. [25]

48. Both of these two preconditions are satisfied in this case and it is appropriate for the Court to exercise its inherent jurisdiction to grant the Order sought by the Proposal Trustee.

49. First, case law establishes that the *BIA* does not exhaustively deal with the matter of priorities between secured creditors and trustees.[26] This recognizes that the Court is

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[25] 183 (1) provides: The following courts are invested with such jurisdiction at law and in equity as will enable them to exercise original, auxiliary and ancillary jurisdiction in bankruptcy and in other proceedings authorized by this Act during their respective terms, as they are now, or may be hereafter, held, and in vacation and in chambers: (a) in the Province of Ontario, the Superior Court of Justice.

[26] *Golfside Ventures Ltd (Re),* 2023 ABKB 86, at ¶48.

entitled to exercise its inherent jurisdiction in relation to the relative priority between secured creditor claims and the trustee's fees, where appropriate.

50. Second, the benefit of granting this relief outweighs the prejudice to those affected. While the charge would rank in priority to secured creditors claims, the charge would ultimately ensure that TDB is funded to maximize efficiency and minimize costs in the administration of the Company's estate – something that will ultimately result in greater distributions to creditors than if TDB were simply discharged and the proceeds of the Proposed Transaction were left without a steward. In such outcome, creditors would have to:

(a) appoint a different licensed insolvency trustee to act in respect of the estates of the Company (which insolvency trustee would either need to be paid for by a secured creditor or require a charge on the property of the Company, in any event); or

(b) proceed to enforce their security on an individual basis, which will result in duplicated work and confusion, in the absence of a centralized court officer to administer the same.

51. Both of these outcomes would be less efficient and would likely be more costly for the Company's estate than granting TDB the charge it now seeks.

52. Past decisions have taken note of the following factors in determining that it is appropriate to grant a trustee a priority charge on the property of a bankrupt: (1) the charge would affirm that trustees are a fundamental part of the bankruptcy system, such

that they assist the Court and the parties in determining the validity and priority of claims; (2) the trustee will knowledgably and equitably ensure claimants obtain a share of a bankrupt's property; and (3) the trustee is entitled to receive reasonable compensation for their problem solving and exercise of judgment.[27]

53. Courts have relied on this framework to make orders permitting trustees in bankruptcy to have their fees paid from a bankrupt's assets in priority to the claims of other creditors, including that of secured creditors.[28]

54. All of these factors are applicable to this case:

(a) TDB's control and administration of the proceeds of the Proposed Transaction as trustee in bankruptcy will be the most efficient means of adjudicating the various secured claims against the Company's assets;

(b) TDB has developed knowledge and familiarity with the business of the Company and its creditors. Its continued involvement in the bankruptcy of the Company will, accordingly, facilitate the most efficient means for distributing the proceeds of the Proposed Transaction to creditors,

(c) reasonable compensation of TDB and its counsel should be secured with a priority charge because the foregoing work is, ultimately, for the benefit of the Company's creditors.

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[27] *Golfside Ventures Ltd (Re),* 2023 ABKB 86, at ¶49.

[28] See generally *Golfside Ventures Ltd (Re),* 2023 ABKB 86; *Creative Wealth Media Finance Corp. et al*., 2025 ONSC 4326.

55. Accordingly, the Court should make an Order granting TDB a first priority charge on the assets of the Company for its reasonable fees and disbursements as trustee in bankruptcy as well as the fees and disbursement of its counsel.

E. The appendices should be sealed

56. The Proposal Trustee seeks the sealing of the following Confidential Appendices until the sale of the Company's assets or further Order of this Court:

(a) Confidential Appendices 1 and 2 to the Sixth Report, which are (1) the Proposal Trustee's analysis of the material terms of the Offers; and (2) the Letter of Intent provided by Ramudden, respectively; and

(b) the Confidential Appendix to the Seventh Report, which is a liquidation analysis of the Company.

57. The appendices contain the Proposal Trustee's analysis of both offers, the unredacted Letter of Intent provided by Ramudden, and the Proposal Trustee's analysis of the value of the Company's assets after an assignment.

58. Courts consider three factors in determining whether to grant a sealing order: (a) whether court openness poses a serious risk to an important public interest; (b) whether the order sought is necessary to prevent this serious risk to the identified interest because

reasonable alternative measures will not prevent this risk; and (c) whether, as a matter of proportionality, the benefits of the order outweigh its negative effects.[29]

59. Where assets are sold in a court process, it is common to seal commercially sensitive material such as bids that indicate value. This is done to maximize recoveries and preserve fairness in the sales process and where the salutary benefits of a time-limited and narrowly tailored sealing order would outweigh any deleterious effects from the sealing.[30]

60. Here, the indicators of value found in the Confidential Appendices, if made public, would compromise the sale process by permitting prospective purchasers to know the supposed minimum price for the Company's assets (which may be offered for sale again in the event that the Proposed Transaction cannot close) and would permit assumptions as to value based on the bids received to date. The proposed sealing order would only be temporary and would end upon the completion of the sale of the Company's assets (through the Proposed Transaction or otherwise), or upon a further court order. Furthermore, the sealing orders are limited in scope, as a redacted Letter of Intent has been disclosed to the parties in the Seventh Report.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 23rd day of October, 2026.

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[29] *Sherman Estate v. Donovan*, 2021 SCC 25, at ¶38; see also *Mizrahi Commercial (The One) LP et al*., 2025 ONSC 2672.

[30] See *Romspen Investment Corporation v Hargate Properties Inc*., 2012 ABQB 412 at ¶¶2, 11, 13 and *Kingsett Mortgage Corporation v. Churchill Lands United Inc*. 2024 ONSC 7127 at ¶6.

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Lawyers for the Proposal Trustee, TDB Restructuring Limited

SCHEDULE "A"

LIST OF AUTHORITIES

1. *Royal Bank of Canada v. Soundair Corp.* 1991 CanLII 2727 (Ont CA).
2. *Edgemount Manor (Re) and Sheridan Lodge (Re),* 2021 ONSC 7803.
3. *Third Eye Capital Corporation v. Ressources Dianor Inc./Dianor Resources Inc.*, 2019 ONCA 508.
4. *Bank of Nova Scotia v. Diemer*, 2014 ONCA 851.
5. *Triple-I Capital Partners Limited v 12411300 Canada Inc.*, 2023 ONSC 3400.
6. *Golfside Ventures Ltd (Re),* 2023 ABKB 86.
7. *Creative Wealth Media Finance Corp. et al.*, 2025 ONSC 4326.
8. *Sherman Estate v. Donovan*, 2021 SCC 25.
9. *Mizrahi Commercial (The One) LP et al.*, 2025 ONSC 2672.
10. *Romspen Investment Corporation v Hargate Properties Inc.*, 2012 ABQB 412.
11. *Kingsett Mortgage Corporation v. Churchill Lands United Inc.* 2024 ONSC 7127.

I certify that I am satisfied as to the authenticity of every authority.

Note: Under the Rules of Civil Procedure, an authority or other document or record that is published on a government website or otherwise by a government printer, in a scholarly journal or by a commercial publisher of research on the subject of the report is presumed to be authentic, absent evidence to the contrary (rule 4.06.1(2.2)).

Date _____ _____

Signature

SCHEDULE "B"

TEXT OF STATUTES, REGULATIONS & BY - LAWS

Bankruptcy and Insolvency Act (R.S.C., 1985, c. B-3)

65.13 (1) An insolvent person in respect of whom a notice of intention is filed under section 50.4 or a proposal is filed under subsection 62(1) may not sell or otherwise dispose of assets outside the ordinary course of business unless authorized to do so by a court. Despite any requirement for shareholder approval, including one under federal or provincial law, the court may authorize the sale or disposition even if shareholder approval was not obtained.

(4) In deciding whether to grant the authorization, the court is to consider, among other things,

(a) whether the process leading to the proposed sale or disposition was reasonable in the circumstances;

(b) whether the trustee approved the process leading to the proposed sale or disposition;

(c) whether the trustee filed with the court a report stating that in their opinion the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy;

(d) the extent to which the creditors were consulted;

(e) the effects of the proposed sale or disposition on the creditors and other interested parties; and

(f) whether the consideration to be received for the assets is reasonable and fair, taking into account their market value.

(8) The court may grant the authorization only if the court is satisfied that the insolvent person can and will make the payments that would have been required under paragraphs 60(1.3)(a) and (1.5)(a) if the court had approved the proposal.

60 (1.3) No proposal in respect of an employer shall be approved by the court unless

> (a) it provides for payment to the employees and former employees, immediately after court approval of the proposal, of amounts at least equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) if the employer became bankrupt on the date of the filing of the notice of intention, or proposal if no notice of intention was filed, 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 salespersons, disbursements properly incurred by them in and about the bankrupt's business during the same period; and
>
> (b) the court is satisfied that the employer can and will make the payments as required under paragraph (a).

(1.5) No proposal in respect of an employer who participates in a prescribed pension plan for the benefit of its employees shall be approved by the court unless

> (a) the proposal provides for payment of the following amounts that are unpaid to the fund established for the purpose of the pension plan:
>
> - (i) an amount equal to the sum of all amounts that were deducted from the employees' remuneration for payment to the fund,
> - (ii) if the prescribed pension plan is regulated by an Act of Parliament,
>   - (A) an amount equal to the normal cost, within the meaning of subsection 2(1) of the *Pension Benefits Standards Regulations, 1985*, that was required to be paid by the employer to the fund, and
>   - (A.1) an amount equal to the sum of all special payments, determined in accordance with section 9 of the *Pension Benefits Standards Regulations, 1985*, that were required to be paid by the employer to the fund referred to in sections 81.5 and 81.6 to liquidate an unfunded liability or a solvency deficiency,
>   - (A.2) any amount required to liquidate any other unfunded liability or solvency deficiency of the fund as determined at the time of the filing of the notice of intention or of the proposal, if no notice of intention was filed,
>   - (B) an amount equal to the sum of all amounts that were required to be paid by the employer to the fund under a defined contribution

provision, within the meaning of subsection 2(1) of the *Pension Benefits Standards Act, 1985*,

- (C) an amount equal to the sum of all amounts that were required to be paid by the employer to the administrator of a pooled registered pension plan, as defined in subsection 2(1) of the *Pooled Registered Pension Plans Act*, and

- (iii) in the case of any other prescribed pension plan,
  - (A) an amount equal to the amount that would be the normal cost, within the meaning of subsection 2(1) of the *Pension Benefits Standards Regulations, 1985*, that the employer would be required to pay to the fund if the prescribed plan were regulated by an Act of Parliament, and
  - (A.1) an amount equal to the sum of all special payments, determined in accordance with section 9 of the *Pension Benefits Standards Regulations, 1985*, that would have been required to be paid by the employer to the fund referred to in sections 81.5 and 81.6 to liquidate an unfunded liability or a solvency deficiency if the prescribed plan were regulated by an Act of Parliament,
  - (A.2) any amount required to liquidate any other unfunded liability or solvency deficiency of the fund as determined at the time of the filing of the notice of intention or of the proposal, if no notice of intention was filed,
  - (B) an amount equal to the sum of all amounts that would have been required to be paid by the employer to the fund under a defined contribution provision, within the meaning of subsection 2(1) of the *Pension Benefits Standards Act, 1985*, if the prescribed plan were regulated by an Act of Parliament,
  - (C) an amount equal to the sum of all amounts that would have been required to be paid by the employer in respect of a prescribed plan, if it were regulated by the *Pooled Registered Pension Plans Act*; and

(b) the court is satisfied that the employer can and will make the payments as required under paragraph (a).

183 (1) The following courts are invested with such jurisdiction at law and in equity as will enable them to exercise original, auxiliary and ancillary jurisdiction in bankruptcy and in other proceedings authorized by this Act during their respective terms, as they are now, or may be hereafter, held, and in vacation and in chambers: (a) in the Province of Ontario, the Superior Court of Justice.

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PROCEEDING COMMENCED AT
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FACTUM OF THE PROPOSAL TRUSTEE

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