Court File No. BK-26-03364251-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

MOTION RECORD
(RETURNABLE SEPTEMBER 14, 2026)

Dated: September 10, 2026

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Toronto, ON M2N 7E9

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Lawyers for National Traffic Safety Management Inc.

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(as of September 10, 2026)

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Court File No. BK-26-03364251-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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Tab 1

Court File No. BK-26-03364251-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

NOTICE OF MOTION

NATIONAL TRAFFIC SAFETY MANAGEMENT INC. (the "**Company**"), will make a motion to a Judge of the Ontario Superior Court of Justice at 330 University Avenue, Toronto, Ontario on September 14, 2026 at 11:00 a.m., or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING:

The Motion is to be heard:

[ ] In writing under subrule 37.12.1(1) because it is made without notice;

[ ] In writing as an opposed motion under subrule 37.12.1(4);

[ ] In person;

[ ] By telephone conference;

[x] By video conference.

at the following location:

Videoconference link to be posted on the Court's CaseCenter portal for this matter.

THE MOTION IS FOR ON ORDER:

1. if necessary, abridging the time for service and filing of the Notice of Motion and the Motion Record of the Company or, in the alternative, dispensing with service thereof;

2. extending the time required for the Company to file its proposal from September 15, 2026, the date the current stay expires, to October 26, 2026; and

3. such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

1. The Company is in the business of providing end-to-end traffic management solutions including traffic management solutions to ensure construction and infrastructure workers are safe at job sites.

2. An initial Notice of Intention to Make a Proposal was filed by the Company 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**").

3. Subsequent to the approval of the Initial Proposal, Oxygen Working Capital Corp. ("**Oxygen**") advanced funds and extended credit to the Company pursuant to a loan agreement dated April 28, 2025 and an accounts receivable Factoring Agreement to refinance certain existing indebtedness and fund ongoing working capital requirements of the Company.

4. The Company defaulted under the Initial Proposal.

5. Certain shareholders of the Company and Antonio Bruno's company, A2 Environmental Group (the "**Purchaser**") entered into a Letter of Intent dated April 12, 2026, pursuant to which the Purchaser agreed to purchase the shares of those shareholders.

6. In anticipation of the share sale to the Purchaser, Michael Spencley, the sole officer and director of the Company at the time, resigned on April 13, 2026 and Antonio Bruno immediately replaced him as the sole officer and director of the Company.

7. The Purchaser had originally arranged for the provision of working capital and refinancing for the Company which was conditional on the completion of the share sale transaction. Since then certain of the counterparties disputed that they agreed to transfer all of their shares in the Company to the Purchaser. The share transaction has since fallen apart.

8. The Company filed a second Notice of Intention to Make a Proposal on April 24, 2026 in order to obtain a stay of proceedings and preserve the going-concern operations of the business and the employment of approximately 60 employees.

9. TDB Restructuring Inc. is the proposal trustee in these proceedings (in such capacity, the "**Proposal Trustee**").

Ongoing Restructuring Efforts

10. The Company has continued its efforts to increase revenue and reduce expenses to safeguard its financial well-being. The Company has negotiated forbearance and settlement agreements with its secured creditors and other creditors in an effort to reach mutually acceptable resolutions.

11. The Company has been diligently working through this process to increase revenue and reduce expenses to safeguard its financial well-being. The Company has, among other things, taken the following steps:

(a) identified and implemented approximately $555,598 in annualized net cost savings;

(b) strengthened the Company’s labour management and fleet management practices;

(c) reduced office staff resulting in approximately $398,202 in net annual salary savings;

(d) renegotiated fleet insurance, generating approximately $80,500 in annual savings; and

(e) reduced mobile lines and company benefit coverage, resulting in an additional $51,696 in annual savings.

12. Antonio Bruno, as sole director and officer of the Company, remains committed to acquiring the business and assets of the Company and has been working diligently to pursue the financing necessary to complete the acquisition of the Company’s business and/or assets.

13. At the last court attendance, the Company advised that it intended to obtain financing and anticipates bringing a motion for an order, approving a sale process for the sale of its business which will likely include a stalking horse bid by the Purchaser.

Developments Since the Last Court Attendance

14. The Purchaser has now received a Commitment Letter from COR Financial Corp. (the “**Lender**”) dated September 4, 2026. Pursuant to the Commitment Letter, the Lender has agreed to advance $2.1 million to the Purchaser to fund: (i) the acquisition of the Company’s assets; (ii) working capital; and (iii) the cost of these proceedings.

15. The proposed financing is sufficient to repay the Company’s indebtedness to Oxygen, purchase the leased fleet subject to the EMKAY Fleet Management lease arrangements, fund the

Court-supervised process and professional restructuring costs associated with the acquisition, replace the Company's existing receivables-factoring arrangements with an operating line and pay the post-filing source deductions and outstanding HST obligations owing to the CRA.

16. The proposed financing is conditional on, among other things, the Court granting an order approving a stalking horse sale process with the Purchaser acting as the stalking horse bidder.

17. If the Purchaser or related company acquires the Company's business and assets, as is currently anticipated, to the extent that there are any, the post-filing amounts that remain owing to CRA will be assumed or paid on closing.

18. The Company needs a few weeks in order to finalize the stalking horse bid and stalking horse sale process.

19. If the proposed stay extension sought is granted, the Company intends to return to Court within a short time period for an order approving a stalking horse sale process to be administered by the Proposal Trustee.

Extension Sought to Make a Proposal

20. The Company will have sufficient liquidity to continue operating through the extended stay period.

21. The Company is acting in good faith and with due diligence. No creditor would be materially prejudiced by the extension sought.

22. If the requested stay extension is granted, the Company will likely be able to make a viable proposal to its creditors. The contemplated going-concern transaction is expected to preserve the

Company’s operations, provide for continued employment for the Company’s employees and maximize value for its creditors and other stakeholders.

23. If the extension is granted, the Company may continue as a going-concern in the event of a sale to the Purchaser or another party in a sale process. Without the extension sought, the Company will not be in a position to make a viable proposal to their creditors and will become bankrupt to the detriment of its creditors and stakeholders.

24. Without the extension sought, the Company will not be in a position to make a viable proposal to their creditors and will become bankrupt to the detriment of its creditors and stakeholders.

25. Sections 50.4(9) and 183 of the BIA.

26. Rules 1.04, 1.05, 2.03, 3.02 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.

27. Such further and other grounds as counsel may advise and this Honourable Court permits.

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

1. Affidavit of Antonio Bruno sworn September 10, 2026 and the exhibits thereto;

2. Such further and other material as counsel may advise and this Honourable Court permits.

Dated: September 10, 2026

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5000 Yonge Street, 10th Floor
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Lawyers for National Traffic Safety Management Inc.

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

Court File No. BK-26-03364251-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

NOTICE OF MOTION

CHAITONS LLP
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Lawyers for National Traffic Safety Management Inc.

Tab 2

Court File No. BK-26-03364251-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AFFIDAVIT OF ANTONIO BRUNO
(sworn September 10, 2026)

I, Antonio Bruno, of the City of Hamilton, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the sole officer and director of National Traffic Safety Management Inc. (the "**Company**") and have held these roles since on or about April 13, 2026. As such, I have knowledge of the matters to which I depose in this affidavit, save and except for such facts or matters which are stated to be based on information and belief, and where so stated, I believe same to be true.

2. This affidavit is sworn in support of a motion by the Company seeking, among other things, an order extending the time to file its proposal for an additional 45 days from September 15, 2026, the date the current stay expires, to October 26, 2026.

OVERVIEW OF THE COMPANY AND NOI PROCEEDINGS

3. The Company is in the business of providing end-to-end traffic management solutions including traffic management solutions to ensure construction and infrastructure workers are safe at job sites. The details of the Company and its operations are more fully set out in my affidavit

sworn on May 21, 2026 (the "**May 21 Affidavit**"). Attached hereto and marked as **Exhibit** "**A**" is a copy of the May 21 Affidavit without exhibits.

4. An initial Notice of Intention to Make a Proposal was filed by the Company on April 5, 2024 and an amended proposal was subsequently accepted by the creditors and approved by Justice Kimmel of the Ontario Superior Court of Justice (Commercial List) on February 20, 2025 (the "**Initial Proposal**").

5. Subsequent to the approval of the Initial Proposal, Oxygen Working Capital Corp. ("**Oxygen**") advanced funds and extended credit to the Company pursuant to a loan agreement dated April 28, 2025 and an accounts receivable Factoring Agreement (collectively, the "**Oxygen Credit Facilities**") to refinance certain existing indebtedness and fund ongoing working capital requirements of the Company.

6. Certain shareholders of the Company and my company, A2 Environmental Group (the "**Purchaser**") entered into a Letter of Intent dated April 12, 2026, pursuant to which the Purchaser agreed to purchase the shares of those shareholders.

7. In anticipation of the share sale to the Purchaser, Michael Spencley, the sole officer and director of the Company at the time, resigned on April 13, 2026 and I immediately replaced him as the sole officer and director of the Company.

8. The Purchaser had originally arranged for the provision of working capital and refinancing for the Company which was conditional on the completion of the share sale transaction. Since then, as I advised in the May 30 Affidavit, certain of the counterparties disputed that they agreed

to transfer all of their shares in the Company to the Purchaser. The share transaction has since fallen apart.

9. The Company later defaulted under the Initial Proposal, which occurred prior to my involvement with the Company. The Company filed a second Notice of Intention to Make a Proposal on April 24, 2026 (the "**Filing Date**") in order to obtain a stay of proceedings and preserve the going-concern operations of the business and the employment of approximately 60 employees. TDB Restructuring Limited ("**TDB**") is the proposal trustee in these proceedings (in such capacity, the "**Proposal Trustee**").

10. As described in greater detail in my previous affidavits filed in this proceeding, I am committed to guiding the Company through this proposal proceeding and have personally invested $250,000 in the ongoing business rehabilitation efforts of the Company.

PREVIOUS COURT ATTENDANCES

11. Since my appointment as the sole director of the Company, I have taken steps to improve profitability, strengthen cash flow, maximize asset utilization, and restore confidence among employees, customers, and stakeholders. Those steps were described in my Affidavit sworn June 11, 2026 (the "**June 11 Affidavit**"):

(a) identified and implemented approximately $555,598 in annualized net cost savings;

(b) strengthened the Company's labour management and fleet management practices;

(c) reduced office staff resulting in approximately $398,202 in net annual salary savings;

(d) renegotiated fleet insurance, generating approximately $80,500 in annual savings

(e) consolidated its 3 offices into 1 office, resulting in an additional $25,200 in annual rent savings; and

(f) reduced mobile lines and company benefit coverage, resulting in an additional $51,696 in annual savings.

A copy of the June 11 Affidavit, without exhibits, is attached hereto as **Exhibit "B"**.

12. The Company has continued its efforts to increase revenue and reduce expenses to safeguard its financial well-being. The Company has negotiated forbearance and settlement agreements with its secured creditors and other creditors in an effort to reach mutually acceptable resolutions.

13. As I described in my last affidavit sworn July 29, 2026 (the "**July 29 Affidavit**"), I am committed to acquiring the business and assets of the Company and have now invested substantial funds, time and energy into restructuring the Company's business to allow it to emerge from this process as a going-concern business. I have been working diligently to pursue the financing necessary to complete the acquisition of the Company's business and/or assets. The July 29 Affidavit is attached hereto as **Exhibit "C"**.

14. As I advised in the July 29 Affidavit, if the financing is obtained before the next stay extension expires, the Company will bring a motion for an order, approving a sale process for the sale of its business which will likely include a stalking horse bid from a company owned and/or controlled by me.

DEVELOPMENTS SINCE THE LAST COURT ATTENDANCE

Financing and Stalking Horse Bid

15. I have now received a Commitment Letter from COR Financial Corp. (the "**Lender**") dated September 4, 2026, a copy of which is attached hereto as **Exhibit "D"** (the "**Commitment Letter**"). Pursuant to the Commitment Letter, the Lender has agreed to advance $2.1 million to the Purchaser to fund: (i) the acquisition of the Company's assets; (ii) working capital; and (iii) the cost of these proceedings.

16. The proposed financing is sufficient to repay the Company's indebtedness to Oxygen, purchase the leased fleet subject to the EMKAY Fleet Management lease arrangements, fund the Court-supervised process and professional restructuring costs associated with the acquisition, replace the Company's existing receivables-factoring arrangements with an operating line and pay the post-filing source deductions and outstanding HST obligations owing to the CRA.

17. The Company ultimately intends to replace its existing receivables-factoring arrangements with an operating line. However, there may be a transitional period during which the existing factoring facility will remain in place on substantially its current terms, with the Company progressively reducing the amount of receivables factored each week until it is no longer reliant on the facility.

18. The proposed financing is conditional on, among other things, the Court granting an order approving a stalking horse sale process with the Purchaser acting as the stalking horse bidder. If the stay extension sought is granted, the Company intends to return to Court within a short time

period for an order approving a stalking horse sale process to be administered by the Proposal Trustee.

Fleet Rehabilitation

19. The Company recently completed eight annual vehicle safety certifications, together with the repairs and maintenance required to keep those vehicles compliant and operational.

20. The concentration of annual safety certifications and related maintenance work during this period resulted in increased short-term expenditures. Those expenditures were necessary to maintain the productive capacity of the fleet and enable the Company to service its increased volume of work. Unfortunately, the resulting cash flow crunch had impacted the Company's ability to make catch-up payments to CRA for HST and source deduction arrears.

21. If the Purchaser or related company acquires the Company's business and assets, as is currently anticipated, to the extent that there are any, the post-filing amounts that remain owing to CRA will be assumed or paid on closing. As the sole director of the Company, I am personally liable for those amounts and remain committed to work cooperatively with CRA until a sale transaction is completed.

Revenue Growth and Business Development

22. The Company has continued to make significant operational progress and is now seeing tangible results from the restructuring and stabilization initiatives implemented over the preceding months.

23. The Company has surpassed its forecast weekly revenue for several consecutive weeks. Its

most recent results represent the strongest weekly performance achieved since I assumed operational control.

24. This improvement reflects the cumulative effect of the changes made to the Company's fleet, cost structure, management, staffing, sales and business-development activities, labour controls and overall operating discipline.

25. In addition to this revenue growth, the Company continues to benefit from the significant reductions made to its operating and management cost structure during these proceedings. Accordingly, the increased revenues are being generated against a materially leaner operating structure than existed when I assumed control of the Company

26. Accordingly, I believe these results demonstrate that the Company's underlying business is viable and that the restructuring measures undertaken to date have materially improved its prospects for continuing as a going concern.

EXTENSION SOUGHT TO MAKE A PROPOSAL

27. As reflected in the updated cash flow statement, the Company will have sufficient liquidity to continue operating through the extended stay period.

28. The Company is acting in good faith and with due diligence. In my view no creditor or stakeholder will be materially prejudiced if the extension sought is granted.

29. If the requested stay extension is granted, the Company will likely be able to make a viable proposal to its creditors. The contemplated going-concern transaction is expected to preserve the

Company's operations and employment and maximize value for its creditors and other stakeholders.

30. Without the extension sought, the Company will not be in a position to make a viable proposal to their creditors and will become bankrupt to the detriment of its creditors and stakeholders.

31. I swear this affidavit in support of the Company's motion and for no other or improper purpose.

SWORN REMOTELY by Antonio Bruno of the City of Hamilton, in the Province of Ontario, before me via videoconference at the City of Toronto, in the Province of Ontario, on this 10th day of September, 2026

Signed by:
Maleeha Anwar
13D099BA19D8449...

MALEEHA ANWAR (92961B)

Signed by:
Antonio Bruno
E6054C06B74A4BA...

ANTONIO BRUNO

THIS IS EXHIBIT "A" TO THE AFFIDAVIT OF ANTONIO BRUNO SWORN BEFORE ME THIS 10th DAY OF SEPTEMBER, 2026

A Commissioner Etc.

Estate No. 32-3364251

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AFFIDAVIT OF ANTONIO BRUNO
(sworn May 21, 2026)

I, Antonio Bruno, of the City of Hamilton, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the sole officer and director of National Traffic Safety Management Inc. (the "**Company**") and became involved with the Company in any capacity on or about April 13, 2026. As such, I have knowledge of the matters to which I depose in this affidavit, save and except for such facts or matters which are stated to be based on information and belief, and where so stated, I believe same to be true.

2. This affidavit is sworn in support of a motion by the Company seeking an order extending the time to file its proposal from May 24, 2026, the date the current stay expires, to June 3, 2026 in order to provide creditors with reasonable notice of the motion for a further extension of time to file its proposal.

OVERVIEW OF THE COMPANY AND OPERATIONS

3. The Company is a private company incorporated under the *Ontario Business Corporations Act* whose registered head office was previously located in Toronto, Ontario and is now located in

Niagara Falls, Ontario. Attached hereto and collectively marked as **Exhibit** "**A**" are copies of the Corporate Profile Searches for the Company.

4. The Company is in the business of providing end-to-end traffic management solutions including traffic management solutions to ensure construction and infrastructure workers are safe at job sites. The Company operates throughout the province of Ontario.

INITIAL NOI PROCEEDINGS

5. On April 5, 2024, the Company filed a Notice of Intention to Make a Proposal ("**Initial NOI**") under the *Bankruptcy and Insolvency Act* (the "**NOI Proceeding**"). TDB Restructuring Inc. ("**TDB**") was the trustee in the NOI Proceeding ("**Proposal Trustee**").

6. A proposal in connection with the Initial NOI was filed on September 19, 2024. An amended proposal dated January 6, 2026 was accepted by the creditors and approved by Justice Kimmel of the Ontario Superior Court of Justice (Commercial List) on February 20, 2025 (the "**Amended Proposal**"). Attached hereto and marked as **Exhibit** "**B**" is a copy of the Order of Justice Kimmel dated February 20, 2025.

DEFAULT UNDER THE AMENDED PROPOSAL

7. The Company subsequently defaulted under the terms of the Amended Proposal due to non-payment of post-filing amounts owing to the Canada Revenue Agency within the stipulated grace period of three (3) months. Further, an equipment lessor for the Company threatened to repossess its leased trucks which are required by the Company to operate its business.

8. On April 12, 2026, a Letter of Intent between A2 Environmental Group, as purchaser (the "**Purchaser**") and the directors and shareholders of the Company, as seller, was entered into, pursuant to which the Purchaser agreed to purchase the shares of these shareholders, who would immediately cease to have any further involvement in the management or control of the Company's business (the "**Share Purchase**"). Attached hereto and marked as **Exhibit** "**C**" is a copy of the Letter of Intent for the Share Purchase.

9. On April 13, 2026, Michael Spencley, the sole officer and director of the Company at the time, resigned and was subsequently replaced by me. Attached hereto and marked as **Exhibit** "**D**" is a copy of the resolutions of the shareholders of the Company.

EXTENSION SOUGHT TO MAKE A SECOND PROPOSAL

10. Following consultation with the Proposal Trustee and the inspectors, the Company filed a Notice of Intention to Make a Proposal on April 24, 2026 (the "**Second NOI**") to obtain a stay of proceedings and preserve the going-concern operations of the business and employment of the approximately 60 employees of the Company. Attached hereto and marked as **Exhibit** "**E**" is a copy of the Certificate of Filing of a Notice of Intention to Make a Proposal dated April 24, 2026.

11. Notice of the Second NOI has been sent to all creditors including the Company's secured creditors.

12. The Purchaser has arranged the provision of working capital and refinancing for the Company, which is conditional on the completion of the Share Purchase. The Share Purchase has not yet been completed for reasons unrelated to and beyond the control of the Purchaser.

13. The Company is expected to have sufficient liquidity and cash flow to operate to the end of the extended stay period to June 3, 2026 requested herein. Attached hereto and marked as **Exhibit "F"** is a copy of the Company's Cash Flow Forecast for the period ended July 31, 2026.

14. Once the Share Purchase is completed and the required funding is provided, the Company will be able to make a proposal to its creditors.

15. The Company is acting in good faith and with due diligence. No creditor would be materially prejudiced by the short extension sought herein.

SWORN REMOTELY by Antonio Bruno of the City of Toronto, in the Province of Ontario, before me via videoconference at the City of Toronto, in the Province of Ontario, on this 21st day of May, 2026	
Signed by: Maleeha Anwar 13D099BA19D8449...	Signed by: Antonio Bruno E6054C06B74A4BA...
A Commissioner for Taking Affidavits, *etc.*	**ANTONIO BRUNO**

THIS IS EXHIBIT "B" TO THE
AFFIDAVIT OF ANTONIO BRUNO
SWORN BEFORE ME THIS 10th
DAY OF SEPTEMBER, 2026

A Commissioner Etc.

Court File No. BK-26-03364251-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AFFIDAVIT OF ANTONIO BRUNO
(sworn June 11, 2026)

I, Antonio Bruno, of the City of Hamilton, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the sole officer and director of National Traffic Safety Management Inc. (the "**Company**") and became involved with the Company in any capacity on or about April 13, 2026. As such, I have knowledge of the matters to which I depose in this affidavit, save and except for such facts or matters which are stated to be based on information and belief, and where so stated, I believe same to be true.

2. This affidavit is sworn in support of a motion by the Company seeking, among other things, an order extending the time to file its proposal for an additional 45 days from June 17, 2026, the date the current stay expires, to August 1, 2026.

OVERVIEW OF THE COMPANY AND NOI PROCEEDINGS

3. The Company is in the business of providing end-to-end traffic management solutions including traffic management solutions to ensure construction and infrastructure workers are safe at job sites. The details of the Company and its operations are more fully set out in my affidavit

sworn on May 21, 2026 (the "**May 21 Affidavit**"). Attached hereto and marked as **Exhibit** "**A**" is a copy of the May 21 Affidavit.

4. As discussed in the May 21 Affidavit, an initial Notice of Intention to Make a Proposal was filed by the Company on April 5, 2024 and an amended proposal was subsequently accepted by the creditors and approved by Justice Kimmel of the Ontario Superior Court of Justice (Commercial List) on February 20, 2025 (the "**Initial Proposal**").

5. Subsequent to the approval of the Initial Proposal, Oxygen Working Capital Corp. ("**Oxygen**") advanced funds and extended credit to the Company pursuant to a loan agreement dated April 28, 2025 and an accounts receivable Factoring Agreement (collectively, the "**Oxygen Credit Facilities**") to refinance certain existing indebtedness and fund ongoing working capital requirements of the Company.

6. The Company later defaulted under the Initial Proposal, which occurred prior to my involvement with the Company.

7. As further detailed in the May 21 Affidavit, the Company filed a second Notice of Intention to Make a Proposal on April 24, 2026 (the "**Filing Date**") in order to obtain a stay of proceedings and preserve the going-concern operations of the business and the employment of approximately 60 employees. TDB Restructuring Limited ("**TDB**") is the proposal trustee in these proceedings (in such capacity, the "**Proposal Trustee**").

INTERIM FINANCING NO LONGER NEEDED

8. As detailed in my affidavit sworn May 30, 2026 ("**May 30 Affidavit**"), the Company had arranged financing to refinance certain existing indebtedness and provide additional working

capital for the Company. Attached hereto and marked as **Exhibit** "**B**" is a copy of the May 30 Affidavit. For the reasons described below, interim financing is no longer required at this time.

IMPROVED CASH FLOW OF THE COMPANY

9. Following my appointment as the sole director of the Company, I assumed operational control of the business and immediately began taking steps focused on improving profitability, strengthening cash flow, maximizing asset utilization, and restoring confidence among employees, customers, and stakeholders. The steps taken since my appointment have produced measurable improvements that eliminated the Company's need for interim financing at this time.

Cost Savings

10. Since assuming control, I have overseen the identification and implementation of approximately $555,598 in annualized net cost savings**.** These savings are already being realized and result from a detailed review of staffing levels, insurance programs, facilities, fleet operations, and overall operating practices. These reductions have materially improved the Company's cash flow position as shown in the updated cash flow statement that will form part of the Proposal Trustee's report to be filed in connection with this motion.

11. As part of the restructuring, the Company reduced its office staff that has resulted in approximately $398,202 in net annual salary savings. The Company also renegotiated its fleet insurance, generating approximately $80,500 in annual savings, has consolidated its 3 offices into 1 office, resulting in an additional $25,200 in annual rent savings, and reduced mobile lines and company benefit coverage, resulting in an additional $51,696 in annual savings.

Business Optimization and Increased Revenue

12. In addition to direct cost reductions, the Company has strengthened labour management practices by implementing tighter overtime controls, improving labour allocation and utilization, and increasing the recovery of premium and overtime labour rates from clients.

13. A significant operational improvement has been the rehabilitation and return to service of the Company's fleet of trucks. Fleet utilization has increased from approximately 50% to 98%**,** with only a small number of units still undergoing final work before returning to service. This improvement has substantially reduced the Company's reliance on subcontractors and has allowed it to retain a greater share of revenue and profit margin.

14. At the same time, the Company has taken deliberate steps to grow top-line revenue. The addition of a Director of Business Development and Marketing has strengthened client engagement, expanded service offerings, and increased the Company's visibility in the marketplace.

15. These efforts have produced significant revenue growth. Traffic control revenues, which historically averaged $50,000 to $60,000 per week, have increased substantially, with recent peak periods reaching approximately $180,000 per week**.** This increase is directly attributable to improved fleet availability, stronger customer relationships, and enhanced operational execution.

16. The combination of approximately $555,598 in annualized cost savings, significantly improved fleet utilization, reduced subcontracting costs, and growing top-line revenue has materially strengthened the company's cash flow position and improved its ability to meet ongoing obligations without reliance on interim financing.

INCREASE TO ADMINISTRATION CHARGE

17. Pursuant to the Order of Justice Black dated June 3, 2026, the Company was granted an administration charge from in the amount of $50,000 to secure payment of the fees and disbursements of the Proposal Trustee, its counsel and counsel for the Company (the "**Administration Charge**"). Attached hereto and marked as **Exhibit** "**C**" is a copy of the Order of Justice Black dated June 3, 2026.

18. The Company is now seeking an increase to the Administration Charge from $50,000 to $80,000.

EXTENSION SOUGHT TO MAKE A PROPOSAL

19. Prior to the expiry of the 45-day stay extension, the Company intends to return to Court to seek approval of a sale process for the business and assets of the Company.

20. As of the swearing of this affidavit, the Company is in default under the Oxygen Credit Facilities, and the Company and Oxygen are actively negotiating a forbearance agreement. The Company anticipates that a forbearance agreement will be finalized and executed prior to the Company returning to Court to seek approval of a sale process.

21. As reflected in the updated cash flow statement, the Company will have sufficient liquidity to continue operating through the extended stay period.

22. The Company is acting in good faith and with due diligence. I am not aware of any creditor that would be materially prejudiced by the extension sought.

23. Oxygen is supportive of the relief sought.

24. If the requested 45-day stay extension is granted, the Company will likely be able to make a viable proposal to its creditors.

25. I swear this affidavit in support of the Company's motion and for no other or improper purpose.

SWORN REMOTELY by Antonio Bruno of the City of Hamilton, in the Province of Ontario, before me via videoconference at the City of Toronto, in the Province of Ontario, on this 11th day of June, 2026

Signed by:
Maleeha Anwar
13D099BA19D8449...

A Commissioner for Taking Affidavits, *etc.*

Signed by:
Antonio Bruno
E6054C06B74A4BA...

ANTONIO BRUNO

THIS IS EXHIBIT "C" TO THE AFFIDAVIT OF ANTONIO BRUNO SWORN BEFORE ME THIS 10th DAY OF SEPTEMBER, 2026

A Commissioner Etc.

Court File No. BK-26-03364251-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AFFIDAVIT OF ANTONIO BRUNO
(sworn July 29, 2026)

I, Antonio Bruno, of the City of Hamilton, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the sole officer and director of National Traffic Safety Management Inc. (the "**Company**") and have held these roles since on or about April 13, 2026. As such, I have knowledge of the matters to which I depose in this affidavit, save and except for such facts or matters which are stated to be based on information and belief, and where so stated, I believe same to be true.

2. This affidavit is sworn in support of a motion by the Company seeking, among other things, an order extending the time to file its proposal for an additional 45 days from August 1, 2026, the date the current stay expires, to September 15, 2026.

OVERVIEW OF THE COMPANY AND NOI PROCEEDINGS

3. The Company is in the business of providing end-to-end traffic management solutions including traffic management solutions to ensure construction and infrastructure workers are safe at job sites. The details of the Company and its operations are more fully set out in my affidavit

sworn on May 21, 2026 (the "**May 21 Affidavit**"). Attached hereto and marked as **Exhibit** "**A**" is a copy of the May 21 Affidavit without exhibits.

4. As discussed in the May 21 Affidavit, an initial Notice of Intention to Make a Proposal was filed by the Company on April 5, 2024 and an amended proposal was subsequently accepted by the creditors and approved by Justice Kimmel of the Ontario Superior Court of Justice (Commercial List) on February 20, 2025 (the "**Initial Proposal**").

5. Subsequent to the approval of the Initial Proposal, Oxygen Working Capital Corp. ("**Oxygen**") advanced funds and extended credit to the Company pursuant to a loan agreement dated April 28, 2025 and an accounts receivable Factoring Agreement (collectively, the "**Oxygen Credit Facilities**") to refinance certain existing indebtedness and fund ongoing working capital requirements of the Company.

6. The Company later defaulted under the Initial Proposal, which occurred prior to my involvement with the Company.

7. As further detailed in the May 21 Affidavit, the Company filed a second Notice of Intention to Make a Proposal on April 24, 2026 (the "**Filing Date**") in order to obtain a stay of proceedings and preserve the going-concern operations of the business and the employment of approximately 60 employees. TDB Restructuring Limited ("**TDB**") is the proposal trustee in these proceedings (in such capacity, the "**Proposal Trustee**").

PREVIOUS COURT ATTENDANCES

8. On June 3, 2026, the Company brought a motion for an order, among other things: (i) approving an interim financing loan in the amount of $500,000 to finance the Company's working

capital requirements (the "**DIP Loan**") and granting a charge as security for the Company's indebtedness under the DIP Loan (the "**DIP Charge**"); (ii) an administration charge in the amount of $150,000 to secure the fees and disbursements of the Proposal Trustee, the Proposal Trustee's counsel and the Company's counsel (an "**Administration Charge**"); and (iii) extending the time required to file a proposal to June 17, 2026. Attached hereto and marked as **Exhibit "B"** is a copy of my affidavit sworn May 30, 2026 (the "**May 30 Affidavit**"), without exhibits, which was filed in support of the June 3, 2026 motion.

9. At the request of Oxygen, on June 3, 2026 the Court: (i) adjourned the motion for the approval of the DIP Loan and the DIP Charge to June 15, 2026; (ii) approved the Administration Charge in the reduced amount of $50,000 ranking behind the interest of Oxygen in the factored receivables but in priority to all other property and assets of the Company; and (iii) extended the time required to file a proposal to June 17, 2026. Attached hereto as **Exhibit "C"** collectively are copies of the June 3, 2026 Order and Endorsement.

10. Since my appointment as the sole director of the Company, I have taken steps to improve profitability, strengthen cash flow, maximize asset utilization, and restore confidence among employees, customers, and stakeholders.

11. In particular, in my Affidavit sworn June 11, 2026 (the "**June 11 Affidavit**") in support of the June 15, 2026 attendance, I advised that the Company had:

(a) identified and implemented approximately $555,598 in annualized net cost savings;

(b) strengthened the Company's labour management and fleet management practices;

(c) reduced office staff resulting in approximately $398,202 in net annual salary savings;

(d) renegotiated fleet insurance, generating approximately $80,500 in annual savings

(e) consolidated its 3 offices into 1 office, resulting in an additional $25,200 in annual rent savings; and

(f) reduced mobile lines and company benefit coverage, resulting in an additional $51,696 in annual savings.

A copy of the June 11 Affidavit, without exhibits, is attached hereto as **Exhibit "D"**.

12. Prior to the hearing on June 15, 2026, the Company advised the Court that it was no longer seeking the approval of the DIP Loan.

13. On June 15, 2026, the Court granted an order, among other things, extending the time required to file a proposal to August 1, 2026 and increasing the Administration Charge from $50,000 to $80,000. Attached hereto as **Exhibit "E"** collectively are copies of the June 15, 2026 Order and Endorsement.

DEVELOPMENTS SINCE THE LAST COURT ATTENDANCE

14. Since its last court attendance, the Company has continued to expend efforts to grow top-line revenue and improve its profit margins to facilitate a successful restructuring. The Company's efforts have been primarily focused on improving fleet rehabilitation, revenue growth and business development, cost reductions and liquidity management and management of post-filing obligations.

15. I have personally invested $250,000 in the ongoing business rehabilitation efforts of the Company since I took on the role of the Director and Officer of the Company.

Fleet Rehabilitation

16. When I assumed operational control of the Company, a substantial portion of its fleet was unavailable, unreliable or incapable of being deployed into revenue-producing service. Since the previous Court attendance, I have directed and funded a significant fleet rehabilitation program. In particular, between April and July 2023, the Company invested approximately $109,000 in fleet repairs, maintenance and associated costs. As I advised in the June 11 Affidavit, as a result of these efforts, the Company has progressed from approximately $50% effective fleet utilization toward substantially full utilization of its serviceable fleet. The rehabilitation had substantially reduced the monthly maintenance costs of the vehicles by in excess of 60%.

17. The increased availability of vehicles has directly improved the Company's ability to accept and perform customer work which has and will continue to result in increased work for existing customers, servicing of additional locations, increased revenue and productivity, increased employee labour hours and reduction in operation time. The Company saw a substantial increase in weekly revenues over the last two weeks and an increase in payroll from 60 employees in April 2026 to 74 employees as at the date of this affidavit.

18. It is anticipated that the fleet rehabilitation will also increase the value of the Company's vehicles. The Company is in the process of obtaining updated appraisals for the Company's equipment.

Revenue Growth and Business Development

19. The Company operates an event-driven and project-based service business. Weekly results are affected by customer scheduling, weather, statutory holidays, seasonal activity,

project timing, emergency requirements and work cancellations and, as a result, will fluctuate on a weekly basis. Despite these fluctuations, the overall revenue trend during the past 45 days has been positive. The Company has experienced weeks with weekly revenue exceeding approximately $150,000 and $180,000, with weekly revenues in excess of $200,000 over the last two weeks. This increase is directly attributable to improved fleet availability, stronger customer relationships and enhanced operational execution.

Forbearance Agreement with Oxygen

20. As detailed in the June 11 Affidavit, the Company and Oxygen were actively negotiating a forbearance agreement in order to secure Oxygen's support of the proposal proceeding. The parties executed a forbearance agreement on June 12, 2026, which was reported to the Court at the last attendance.

GOING CONCERN TRANSACTION

21. As described in greater detail in the May 21 Affidavit, certain shareholders of the Company and my company, A2 Environmental Group (the "**Purchaser**") entered into a Letter of Intent dated April 12, 2026, pursuant to which the Purchaser agreed to purchase the shares of those shareholders.

22. In anticipation of the share sale to the Purchaser, Michael Spencley, the sole officer and director of the Company at the time, resigned on April 13, 2026 and I immediately replaced him as the sole officer and director of the Company.

23. The Purchaser had originally arranged for the provision of working capital and refinancing for the Company which was conditional on the completion of the share sale

transaction. Since then, as I advised in the May 30 Affidavit, certain of the counterparties disputed that they agreed to transfer all of their shares in the Company to the Purchaser. The share transaction has since fallen apart.

24. I remain committed to acquiring the business and assets of the Company and have now invested substantial funds, time and energy into restructuring the Company's business to allow it to emerge from this process as a going-concern business. To facilitate this goal, I have been working diligently to actively pursue the financing necessary to complete the acquisition of the Company's business and/or assets.

25. If the financing is obtained before the next stay extension expires, the Company will bring a motion for an order, approving a sale process for the sale of its business which will likely include a stalking horse bid by the Purchaser, or a related company.

26. If the financing is not secured before the expiry of the next stay extension, the Company will return to the Court for an order approving a sale process for the business and assets of the Company.

OTHER CREDITORS

The Union

27. Approximately 74 of the Company's hourly employees are members the Labourers' International Union of North America, Local 837, 506 and 183 (collectively, the "**Union**"). The

Company is required to remit health benefits, pension benefits, 10% vacation pay, union dues and administrative fees to the respective Local, in arrears monthly.

28. The Union remittances have not been kept current due to cash flow constraints.

29. On July 29, 2026, the Company and the Union Local 837 entered into a Minutes of Settlement. Pursuant to the Minutes of Settlement, the Company agreed to a payment schedule which contemplates payments to be made on a weekly basis to the Union Local 837, in respect of the remaining amounts owing for the May 2026 and June 2026 remittances. The Minutes of Settlement is attached hereto as **Exhibit** “**F**”.

30. The Minutes of Settlement also address that a lump sum payment of $15,000 was made by the Company to the Union Local 837 on July 28, 2026 in respect of the May 2026 and June 2026 remittances. In addition to the payment schedule, the Company agreed that it will continue to satisfy its post-filing remittance obligations as they become due.

31. The proposed payment arrangement has been incorporated into the Company’s revised cash flow statement.

CRA

32. The Company’s monthly remittances are due at the end of each month. The balance owing in respect of May 2026 HST became payable by the end of June 2026 in the approximate amount of $40,000 and was not remitted as the Company did not have sufficient cash flow to pay it at the time. As set out in the Company’s revised cash flow statement, the Company intends to pay the May HST arrears during the week of August 14, 2026. It is also anticipated that all further post-filing HST payments will be issued in the normal course during the forecast period.

33. The Company is also in arrears for post filing source deduction for certain non-unionized employees in the amount of approximately $16,000. As set out in the Company's revised cash flow statement, the Company intends to pay the source deduction arrears for the month of May 2026, during the week of July 31, 2026.

34. If the Purchaser or related company secures the financing to purchase the Company's business, to the extent that there are any, the post-filing amounts that remain owing to CRA will be assumed or paid on closing. As the sole director of the Company, I am personally liable for those amounts and remain committed to work cooperatively with CRA until a sale transaction is completed.

EXTENSION SOUGHT TO MAKE A PROPOSAL

35. As reflected in the updated cash flow statement, the Company will have sufficient liquidity to continue operating through the extended stay period.

36. The Company is acting in good faith and with due diligence. In my view no creditor or stakeholder will be materially prejudiced if the extension sought is granted. If the extension is granted, the Company may continue as a going-concern in the event of a sale to the Purchaser or another party in a sale process. Without the extension sought, the Company will not be in a position to make a viable proposal to their creditors and will become bankrupt to the detriment of its creditors and stakeholders.

37. If the requested 45-day stay extension is granted, the Company will likely be able to make a viable proposal to its creditors.

38. I swear this affidavit in support of the Company's motion and for no other or improper purpose.

SWORN REMOTELY by Antonio Bruno of the City of Hamilton, in the Province of Ontario, before me via videoconference at the City of Toronto, in the Province of Ontario, on this 29th day of July, 2026

A Commissioner for Taking Affidavits, *etc.*

Maleeha Anwar LSO No. 92961B

ANTONIO BRUNO

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

Court File No. BK-26-03364251-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

Affidavit of Antonio Bruno
(sworn July 29, 2026)

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Harvey Chaiton (LSO #21592F)
Tel: (416) 218-1129
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Maleeha Anwar (LSO No. 92961B)
Tel: (416) 218-1128
Email: manwar@chaitons.com

Lawyers for National Traffic Safety Management Inc.

THIS IS EXHIBIT "D" TO THE AFFIDAVIT OF ANTONIO BRUNO SWORN BEFORE ME THIS 10th DAY OF SEPTEMBER, 2026

A Commissioner Etc.

COR FINANCIAL CORP.
BUSINESS ADVISORS & RESTRUCTURING EXPERTS

September 4, 2026

A2 Environmental Group Inc.

Attention: Antonio Bruno, Sponsor and Guarantor

Dear Mr. Bruno:

CAD$2,100,000 Senior Secured Bridge Loan Facility to Fund the Court-Supervised Acquisition of the Operating Assets of National Traffic Safety Management Inc.

This letter supersedes and replaces our non-binding letter of intent dated August 26, 2026 (the "LOI"), which has lapsed. On the terms and subject to the conditions set out in this letter, CORFinancial Corp. ("CORFinancial", "we" or the "Lender's Agent"), acting on behalf of the lender(s) hereby commits, subject to satisfaction or waiver of the conditions precedent set out in Section 8, to advance to A2 Environmental Group Inc. (the "Borrower" or "you") the senior secured bridge loan facility described below, with the support of Antonio Bruno as sponsor and guarantor (the "Guarantor").

1. The Facility

The Lender commits to providing a senior secured bridge loan facility in the aggregate principal amount of CAD$2,100,000 (the "Facility"), Broken down as follows:

(a) CAD$1,661,684 in senior secured acquisition financing; and

(b) CAD$438,316 by way of a revolving operating line.

The two tranches together total CAD$2,100,000. The Facility has a term of twenty-four (24) months. Its purpose is to fund the Borrower's court-supervised acquisition, by way of a Stalking Horse Bid (the "SHB") and Court Vesting Order (the "Court Vesting Order"), of substantially all of the operating assets of National Traffic Safety Management Inc. ("NTSM").

2. Use of Proceeds

The proceeds of the Facility are to be applied to: (a) retire the indebtedness owing to Oxygen Working Capital Corp., the incumbent secured lender; (b) buy out the leased fleet held under the Emkay lease arrangements; (c) fund court-supervised and professional restructuring costs associated with the acquisition; and (d) replace the Borrower's existing receivables factoring arrangements with the operating line described in Section 1(b)-see Source/Use of funds chart below:

Source/Use of Funds		
Receipts		
Single loan advance		2,100,000
Disbursements		
Oxygen Working Capital Corp Term Loan	718,448	
Lease Buyouts	623,000	
Lease payments owing	143,559	
Addback diff. re residual value	(282,323)	
HST outstanding	175,000	
Closing costs estimated (legals, lender fees)	284,000	
Working capital	438,316	-
	$ 2,100,000	**$ 2,100,000**

3. Interest

Interest on the outstanding principal will accrue at the rate of 12% per annum, calculated monthly and compounded annually. The Facility is interest-only, with accrued interest payable on the last day of each month.

4. Commitment Fee

The Borrower will pay a commitment fee equal to 4% of the Facility. The commitment fee will be deducted from the first advance.

5. Deposit

The Borrower has paid, or will pay, a deposit of CAD$20,000 (the "Deposit") to be applied against due-diligence costs. If the Borrower elects not to close, or fails to close due to no fault of the Agent or Lender within thirty (30) days of credit approval, the Deposit will be retained by CORFinancial as a fee. The provisions of this Section 5 are binding on the Borrower, as set out in Section 12.

6. Advance and Funding

The Facility will be made available by way of a single advance upon satisfaction or waiver of all conditions precedent. We anticipate funding within a reasonable time following the granting of the Court Vesting Order, in order to complete all security documentation.

7. Security

As security for the Facility, the Borrower will grant a first-ranking priority charge by way of a general security agreement supported by appropriate PPSA registrations and assignments over all present and after-acquired assets funded by the Facility and owned by the Borrower. Such security is to be delivered clean, free of prior encumbrances, through the Court Vesting Order. The Facility is further supported by the guarantee of Antonio Bruno as Guarantor. Security documents attached as Schedule "A"

8. Conditions Precedent

The Lender's obligation to advance the Facility is subject to the satisfaction (or waiver by the Lender in its discretion) of the following conditions precedent:

(a) completion of due diligence, to the Lender's satisfaction, of the following outstanding issues not yet received/reviewed:

i. the terms of the Stalking Horse Bid,

ii. the terms of the Vesting Order,

iii. confirmation of amounts to be paid to creditors, and

iv. documents pertaining to AML and KYC, including ID of the guarantor and Articles of Incorporation of the Borrower;

(b) granting of the Court Vesting Order, on terms satisfactory to the Lender;

(c) confirmation, to the Lender's satisfaction, that the Borrower's use of the proceeds of the Facility is as specified in Section 2 and is sufficient to secure clean title to all of the assets of the Borrower following the issuance of the vesting Order, in order to allow the Lender to register and perfect the Security being offered in support of this Facility;

(d) execution and delivery of final loan documentation in form and substance satisfactory to the Lender;

(e) completion of a site inspection, or waiver thereof by the Lender-Lender has waived this;

(f) completion of all anti-money-laundering, "know-your-client", client-identification and beneficial-ownership checks in respect of the Borrower and the Guarantor to the Lender's satisfaction, as further provided in Section 9; and

(g) no Event of Default having occurred and continuing.

9. Anti-Money-Laundering and Know-Your-Client

Each of the Borrower and the Guarantor represents and warrants to, and covenants with, the Lender that: (a) it is, and will remain, in compliance in all material respects with all applicable anti-money-laundering, anti-terrorist-financing and economic sanctions laws, including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and the regulations thereunder, and any comparable laws applicable to it; (b) none of it, and, to the best of its knowledge, none of its directors, officers, beneficial owners or persons for whom it acts, is a person that is the target of economic sanctions or is otherwise designated under any applicable sanctions law; and (c) the funds and assets used or to be used by it in connection with the Facility, and all sources of repayment of the Facility, are derived from legitimate sources and no part of the proceeds of the Facility, or of any repayment of the Facility, is or will be derived from, or used to further, any unlawful activity.

Each of the Borrower and the Guarantor will provide to the Lender, promptly upon request and both prior to the first advance and from time to time thereafter, all “know-your-client”, client-identification, beneficial-ownership and source-of-funds information and documentation that the Lender may reasonably require in order to comply with its obligations under applicable anti-money-laundering, anti-terrorist-financing and sanctions laws, or with its internal compliance policies, and will promptly notify the Lender of any change that would make any such information previously provided inaccurate or incomplete.

Notwithstanding any other provision of this letter, the Lender may, in its sole discretion and without liability to the Borrower, the Guarantor or any other person, withhold, delay, suspend or decline to make any advance (or any portion of any advance), and may decline to proceed with the Facility, if: (a) any information or documentation required under this Section 9 has not been provided to, or verified to the satisfaction of, the Lender; or (b) the Lender determines that making the advance would, or might, cause the Lender to breach, or fail to comply with, any applicable anti-money-laundering, anti-terrorist-financing or sanctions law or its internal compliance policies. Any such action by the Lender does not constitute a breach by the Lender of its commitment under this letter, and the representations, warranties and covenants in this Section 9 survive the making of each advance.

10. Confidentiality

Each party will keep confidential the existence and terms of this letter and all information exchanged in connection with the Facility and will use such information solely for the purpose of evaluating and advancing the transaction. This mutual obligation of confidentiality survives for a period of three (3) years following the funding of the Facility or the termination of discussions, whichever occurs. The provisions of this Section 10 are binding on both parties, as set out in Section 12.

11. Expenses

Whether or not the Facility closes, the Borrower and the Guarantor will pay all of the Lender’s costs and expenses incurred in connection with the Facility, including legal fees, registration costs, search fees, and filing fees, together with the Lender’s itemized processing expenses. The provisions of this Section 11 are binding on the Borrower and the Guarantor, as set out in Section 12.

12. Binding Effect

This letter is a commitment by the Lender to advance the Facility, subject to the satisfaction or waiver of the conditions precedent set out in Section 8. Upon acceptance of this letter by the Borrower and the Guarantor, the Borrower and the Guarantor are bound to the terms of this letter.

For the avoidance of doubt, and in addition to the binding commitment described above, the following provisions are, and are intended to be, legally binding and enforceable upon acceptance of this letter, and survive regardless of whether the Facility closes: (a) Section 5 (Deposit); (b) Section 10 (Confidentiality); and (c) Section 11 (Expenses). Section 13 (Governing Law) applies to this letter and to those binding provisions.

Nothing in this letter obliges the Lender to advance the Facility if any condition precedent set out in Section 8 is not satisfied or waived by the Lender. This letter does not grant the Borrower any exclusivity or period of exclusive dealing and imposes no “no-shop” or standstill obligation on either party.

13. Governing Law

This letter, including the binding commitment and the binding provisions identified in Section 12, is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

14. Acceptance and Expiry

This letter is open for acceptance until [•], being [five (5) business days] from the date of this letter. To accept, please have both the Borrower and the Guarantor sign and return the enclosed counterpart of this letter to us on or before that date. If we have not received your signed acceptance by then, this commitment will lapse and be of no further effect.

We look forward to working with you to complete this transaction.

Yours truly,

____

CORFinancial Corp, as Lender’s Agent

Balance of Page Intentionally Left Blank

Acceptance

We acknowledge and accept the terms set out in this letter, including the binding commitment and the binding provisions identified in Section 12.

Accepted for and on behalf of **A2 Environmental Group Inc. (Borrower)**

____
Name: ANTONIO BRUNO
Title: PRESIDENT & CEO
Date: SEPT 3/26

Accepted by **Antonio Bruno (Sponsor and Guarantor)**

____
Name: Antonio Bruno
Date: SEPT 3/26

Schedules to Attach

1. Stalking Horse Bid
2. Vesting Order
3. Definitive Loan Agreement
4. General Security Agreement ("GSA")
5. PPSA
6. Personal Guarantee

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

Court File No. BK-26-03364251-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

AFFIDAVIT OF ANTONIO BRUNO
sworn September 10, 2026

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Lawyers for National Traffic Safety Management Inc.

Tab 3

Court File No. BK-26-03364251-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	MONDAY, THE 14TH
	)	
JUSTICE STEELE	)	DAY OF SEPTEMBER, 2026

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

ORDER

THIS MOTION, made by National Traffic Safety Management Inc. (the "**Company**"), for an order extending the time required for the Company to file its proposal from September 15, 2026, the date the current stay expires, to and including October 26, 2026, was heard this day at 330 University Avenue, Toronto, Ontario via videoconference.

ON READING the Notice of Motion and the Affidavit of Antonio Bruno sworn September 10, 2026, and on hearing the submissions of counsel for the Company and such other counsel listed on the counsel slip, no one else appearing for any other party although duly served as appears from the affidavits of service filed,

EXTENSION OF TIME TO FILE A PROPOSAL

1. **THIS COURT ORDERS** that pursuant to Section 50.4(9) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, the time for the Company to file a proposal is hereby extended to and including October 26, 2026.

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

Court File No. BK-26-03364251-0032

ONTARIO
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ORDER

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

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ONTARIO
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MOTION RECORD
(RETURNABLE SEPTEMBER 14, 2026)

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