

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS
AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF QM GP INC. AND
HIGHPOINT ENVIRONMENTAL SERVICES INC.**

Applicants

**AFFIDAVIT OF DANIEL CAMERON
(Sworn July 28, 2025)**

**I, Daniel Cameron, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY:**

1. I am a Director, National Accounts with The Bank of Nova Scotia ("**BNS**"). The facts set forth herein are within my personal knowledge or determined from the face of the documents attached hereto as exhibits or from information and advice provided to me by others. To the extent I have relied on the information and advice of others, I have identified the source of such information and verily believe that information and advice to be true.

2. This affidavit is sworn in connection with the application commenced by the Applicants for various relief under the Companies' Creditors Arrangement Act (the "**CCAA**") scheduled for July 29, 2025. BNS has not been provided with a proper opportunity to review the Applicants' court materials, including the Affidavit of Agnieszka Barrett sworn July 28, 2025 (the "**Barrett Affidavit**"), which were only served today (one day prior to the hearing), and reserves its rights to comment further and/or deliver additional material in response to any issues arising in connection with this proceeding.

3. Although BNS was previously provided with draft versions of court materials by counsel for the QM companies (defined herein as “**QM**”), those drafts contained blanks and/or materially varying figures and other information regarding key facts (including values of assets, liabilities and contract details), such that BNS has not had an opportunity to comment specifically on every point made in the Barrett Affidavit. BNS also continues to lack reliable basic information regarding QM’s financial situation, as described in more detail below.

BNS Loan and Security

4. BNS is the senior secured creditor of QM pursuant to a Credit Agreement with QM LP (“**QMLP**”) dated June 6, 2023, as amended by amending agreements dated December 11, 2023, June 14, 2024, June 26, 2024 and September 18, 2024 (collectively, the “**Credit Agreement**”)¹, under which BNS made certain credit facilities (the “**Loans**”) available to QMLP. The Loans were guaranteed by QMF LP, TWT LP, Quantum Holdings LP, QM GP Inc. and Highpoint Environmental Services Inc., as full recourse guarantors, and 2539593 Ontario Inc. and Weshall Investments Inc., as limited recourse guarantors (collectively, the “**Guarantors**”).

5. QMLP’s indebtedness to BNS is secured by, *inter alia*, general security agreements from QMLP and the full-recourse Guarantors and pledges of equity interests from the other Guarantors (collectively, the “**Security**”).

6. As of July 17, 2025, QMLP was indebted to BNS under the Credit Agreement in the amount of \$34,508,497.85 for principal, interest, fees and costs (excluding legal costs).

¹ Copies of the Credit Agreement, including the amending agreements, are attached as exhibits to the Barrett Affidavit.

Defaults

7. By February 2025, QMLP was in default of various financial reporting obligations under the terms of the Credit Agreement. Among other things, it had failed to provide aged receivables and payables listings, cash flow projections, and year and month end financial reporting packages. Attached hereto as **Exhibit “A”** is a copy of an email from BNS to WeShall listing contractually “overdue/ coming due shortly” reporting requirements.

8. By letter dated April 24, 2025, BNS formally notified QMLP and the Guarantors of various defaults and events of default under the Credit Agreement, including late financial reporting and three consecutive breaches of minimum EBITDA financial covenants for the months of September, October and November 2024. The letter expressly indicated that it constituted formal notice that the financial covenant breaches constituted immediate Events of Default under the Credit Agreement, without any further notice or action on the part of BNS, and within 20 calendar days of the date of that letter, the late reporting defaults would constitute Events of Default under the Credit Agreement. BNS expressly reserved all of its rights, powers, privileges and remedies under the Credit Agreement, the other loan documents, applicable law or otherwise. Attached hereto as **Exhibit “B”** is a copy of that letter.

Discussions with QM/WeShall

9. In discussions that followed starting in April 2025 between representatives of BNS and QMLP, including Wes Hall², BNS was informed (among other things) that:

- (a) F2024 reporting was materially misstated and QMLP was likely in a borrowing base shortfall;

² I understand that Mr. Hall is the principal of WeShall Investments Inc. (“**WeShall**”), which is the 90% shareholder of QM GP Inc.

- (b) the trailing 12 month November EBITDA from QM was reported to be \$15.2 million, whereas the presentation provided by QM in May 2025 showed negative December 2024 EBITDA of \$2.7 million, i.e., a negative \$18 million swing in one month³;
- (c) the business would require an injection of at least \$10-\$15 million in the near term;
- (d) QMLP was in a negative EBITDA/cash burn position, which was forecasted to continue into 2026, and was requesting that BNS make various concessions on covenants during that time period; and
- (e) commencing on May 22, 2025 and as recently as July 2, 2025, WeShall committed to inject \$8.3 to \$8.7 million of equity into QM, which together with an injection of approximately \$6.7 million made in February 2025, would total the previously estimated \$15 million of required capital injections.

Attached hereto collectively as **Exhibit “E”** are copies of certain emails exchanged between BNS and WeShall during this period.

10. Notwithstanding the representations from WeShall regarding the \$8.3 to \$8.7 million equity injection, it failed to inject those funds into QM. Throughout its discussions with QM and WeShall as described above, BNS relied upon these representations in continuing to allow the facilities under the operating line of credit to revolve, and effectively continued advancing credit to QM, to the detriment of BNS.

³ Attached hereto as **Exhibits “C”** and **“D”** respectively are the November 2024 compliance certificate from QM and a power point presentation from QM provided in May 2025.

11. On or about May 22, 2025, QM provided BNS with its April reporting package indicating that its borrowing base as of April 30 was \$11.4 million. As of May 22, 2025, the total outstanding amount under the revolving credit facility (including letters of credit) was approximately \$19.42 million, which was approximately \$8 million in excess of availability based on QM's borrowing base. Accordingly, BNS was in a position to apply all deposits against the aforesaid over-advance, and to refuse to honour cheques being issued by the company due to insufficient funds. BNS refrained from taking those steps based on the aforesaid representations from QM and WeShall regarding the \$8.3 to \$8.7 million equity injection.

12. BNS was only informed of QM's intention to file for CCAA protection and seek court approval of a super-priority interim financing facility from WeShall on or about July 7, 2025. It is the understanding of BNS that WeShall may submit an offer to buy QM's assets using the balance owed under that facility, if approved by the court, as a credit bid.

13. Between April 30, 2025 and the date of this affidavit, the total outstanding amount under the revolving credit facility increased from approximately \$15.4 million to \$17.4 million as of today (inclusive of undrawn letters of credit), having peaked at approximately \$19.5 million on May 23, 2025.

14. By letter dated June 19, 2025, BNS formally notified QMLP and the Guarantors of various additional defaults and events of default under the Credit Agreement, including that the amount outstanding under the revolving loans and Visa Business Cards exceeded the borrowing base and has not been repaid within 2 banking days. The letter also indicated that while Compliance Certificates had not been delivered as required under the Credit Agreement, the presentation provided by QM on May 13, 2025 revealed numerous financial covenant breaches as described therein. Attached hereto as **Exhibit "F"** is a copy of that letter.

15. By letters dated July 21, 2025 to QMLP and the Guarantors, BNS formally demanded repayment of the Loans and issued notices of intention to enforce its security (“NITES”). Attached hereto collectively as **Exhibit “G”** are copies of the aforesaid letters and NITES.

Lack of Reliable Financial Information from QM

16. Since at least February 2025, BNS has been seeking but has yet to be provided with reliable financial information from QM regarding (among other things) equipment values, accounts receivable, the cost to complete outstanding contracts, financial statements and cash flow projections.

17. Counsel for BNS (Chaitons LLP) engaged Ernst & Young Inc. (“EY”) as financial advisor on or about July 9, 2025. I understand from David Saldanha, the lead partner at EY working on this engagement, and verily believe that he and other members of EY have corresponded with QM and with the proposed CCAA monitor requesting financial information with respect to QM. Although EY has received certain information, as of 11 am this morning, EY had only received preliminary draft information on the potential financial benefit of completing certain projects and on the book value of the owned and leased equipment. In addition, although requested, EY has not received financial information on the potential value of the Emergency Response business.

18. In its recent discussions with QM and WeShall, BNS was asked whether it was prepared to provide an interim financing facility to fund a proposed CCAA proceeding. To date, despite its ongoing requests for information as explained above, BNS has not been provided with adequate and/or sufficient reliable financial information in order to make an informed decision on its willingness to provide such financing.

19. The information BNS has been trying to obtain includes details on accounts receivable related to contracts that have been completed. Attached hereto as **Exhibit “H”** is a copy of an email (without the attachments) from the proposed CCAA monitor forwarded by EY which indicates that there are \$4.7 million in accounts receivable for contracts that are 100% complete.

SWORN BEFORE ME over
videoconference on this 28th day of July, 2025.
The affiant was located in the City of Toronto
and the commissioner was located in the City
of Toronto, each in the Province of Ontario.
This affidavit was commissioned remotely in
accordance O. Reg. 431/20, Administering
Oath or Declaration Remotely



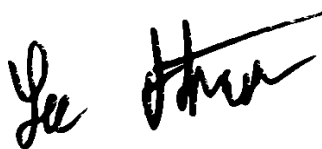
Lee Starr

Commissioner for Taking Affidavits
(or as may be)



DANIEL CAMERON

This is Exhibit "A" to the Affidavit of Daniel Cameron
sworn on July 28, 2025

A handwritten signature in black ink, appearing to read "Lee H. H. H." with a long horizontal stroke extending from the final "H".

A Commissioner for the taking of affidavits, etc.

From: [Cameron, Daniel](#)
To: [Garfield Robinson](#)
Cc: [Hull, Nathalie](#); [Bate, Eric](#); [Brennan, Christina](#); [Graham, David](#)
Subject: QM Reporting
Date: Wednesday, February 26, 2025 10:23:31 AM

Garfield,

As discussed, please send over your aged receivables and payables listings as of today, along with your most recent 8 week cash flow projection. Going forward, we would appreciate if you could also send this 8 week cash flow projection as you receive it, which we understand is every two weeks.

Also as discussed, I attach the list of contractually overdue/coming due shortly reporting requirements. We are, of course, most focused on receiving the year end/most recent month end financial reporting packages, as well as the projections.

Item	Due Date
December Monthly reporting package	January 20, 2025
January Monthly reporting package	February 20, 2025
Annual bond report in connection with all surety performance bonds, labour and material payment bonds, maintenance bonds, bid bonds and any other agreements to bond	January 31, 2025
Annual pipeline/backlog report	February 15, 2025
Annual financial projections with monthly breakdowns, including budgeted Capital Expenditures, income statement, balance sheet, cash flow statement, list of assumptions and projected compliance ratios	February 28, 2025
2023 Annual unaudited unconsolidated internal financial statements for each of the incorporated joint venture entities as applicable	February 29, 2024
2023 Annual unaudited unconsolidated internal financial statements for each of the Obligors and direct and indirect Subsidiaries of Quantum Holdings LP as applicable	May 31, 2024

Regards,

Dan Cameron | Director , National Accounts

Scotiabank | Commercial Banking

40 King Street West, 14th Floor, Toronto, Ontario, Canada M5H 1H1

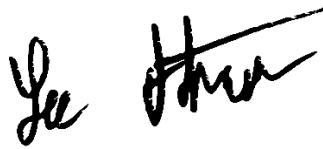
M. 416-508-8530

dan.cameron@scotiabank.com

www.scotiabank.com

Scotiabank is a business name used by The Bank of Nova Scotia

This is Exhibit "B" to the Affidavit of Daniel Cameron
sworn on July 28, 2025

A handwritten signature in black ink, appearing to read "Lee H. H. H." with a long horizontal stroke extending from the end.

A Commissioner for the taking of affidavits, etc.

**NOTICE OF DEFAULT AND RESERVATION OF RIGHTS**

April 25th, 2025

Via Email

QM LP (“Borrower”)

Attention: Agnes Wietrzynski
Email: Agnes.Wietrzynski@QMenv.com

QMF LP, TWT LP, QUANTUM HOLDINGS LP, QM GP INC. and HIGHPOINT ENVIRONMENTAL SERVICES INC. (“Guarantors”)

Attention: Agnes Wietrzynski
Email: Agnes.Wietrzynski@QMenv.com

Re: Credit Agreement dated June 6, 2023, between The Bank of Nova Scotia, as lender (the “Lender”), the Borrower, as borrower, and the Guarantors, as guarantors, as amended by the first amendment on December 11, 2023, as amended by the second amendment dated June 14, 2024, as amended by the third amendment dated June 26, 2024, as amended by the fourth amendment dated September 18, 2024, as further amended, amended and restated, restated, supplemented, modified or replaced from time to time (the “Credit Agreement”)

Dear Ms. Wietrzynski:

Reference is hereby made to the Credit Agreement. Capitalized terms not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement.

Notice is hereby given that there are Defaults or Events of Default under the Credit Agreement as a result of breaches of the Credit Agreement including, but not limited to, the following:

1. The Borrower is in breach of the Minimum EBITDA financial covenant under Section 11.2(c) of the Credit Agreement for the months of September 2024, October 2024 and November 2024, the result of which is three (3) separate Events of Default for each month the covenant breach occurred pursuant to Section 13.1(d) of the Credit Agreement.
2. The Borrower has not furnished to the Lender the following financial information when due, each of which is a covenant breach constituting separate Defaults under the Credit Agreement:
 - a. For December 2024, the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, as due on January 20, 2025.
 - b. For December 2024, the Compliance Certificate pursuant Section 11.4(v) of the Credit Agreement, as due on January 20, 2025.
 - c. For December 2024, the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement, as due on January 20, 2025.
 - d. The annual pipeline/backlog report pursuant to Section 11.4(vii) of the Credit Agreement, as due on February 15, 2025.

- e. For January 2025, the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, as due on February 20, 2025.
- f. For January 2025, the Compliance Certificate pursuant Section 11.4(v) of the Credit Agreement, as due on February 20, 2025.
- g. For January 2025, the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement, as due on February 20, 2025.
- h. The annual financial projections pursuant to Section 11.4(iv) of the Credit Agreement, as due on February 28, 2025.
- i. For February 2025, the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, as due on March 20, 2025.
- j. For February 2025, the Compliance Certificate pursuant Section 11.4(v) of the Credit Agreement, as due on March 20, 2025.
- k. For February 2025, the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement, as due on March 20, 2025.
- l. For March 2025, the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, as due on April 20, 2025.
- m. For March 2025, the Compliance Certificate pursuant Section 11.4(v) of the Credit Agreement, as due on April 20, 2025.
- n. For March 2025, the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement, as due on April 20, 2025.

This letter constitutes formal notice that the breaches noted in the foregoing section 1 above constitute immediate Events of Default under the Credit Agreement, without any further notice or action on the part of the Lender, and within twenty (20) calendar days of the date of this letter, the foregoing Defaults in section 2 above shall constitute Events of Default under the Credit Agreement, and the Lender expressly reserves all of its rights, powers, privileges and remedies under the Credit Agreement, the other Loan Documents, applicable law or otherwise. Please note that the failure of the Lender to exercise any such rights and remedies is not intended, and shall not be construed, to be a waiver of the Events of Default and that the Lender may elect to exercise any or all of its rights, at its sole option, at any time hereafter, without the necessity of any further notice, demand or other action on the part of the Lender.

This letter is governed by the laws of the Province of Ontario and the laws of Canada applicable in that Province.

A handwritten or electronically signed copy of this letter delivered by email or other electronic or digital transmission is deemed to have the same legal effect as delivery of a manually executed original copy.

Yours very truly,

The Bank of Nova Scotia

By: 
Name: Daniel Cameron
Title: Director, National Accounts

By: 
Name: Nathalie Hull
Title: Director Execution, National Accounts

This is Exhibit "C" to the Affidavit of Daniel Cameron
sworn on July 28, 2025

A handwritten signature in black ink, appearing to read "Lee John". The signature is written in a cursive style with a long horizontal stroke extending from the end.

A Commissioner for the taking of affidavits, etc.

APPENDIX A: COVENANT TESTING COMPLIANCE CERTIFICATE AND UPDATE TO PRICING**CLIENT TO INPUT FIGURES IN CELLS HIGHLIGHTED IN BLUE**

DATE: 5-Mar-25
 PREPARED BY: David Brenzavich
 CLIENT NAME: QM LP
 REPORTING PERIOD: December 1 2023 - November 30 2024

SUMMARY OF COVENANT TESTING

COVENANT*	TARGET	ACTUAL AS AT PERIOD EN	STATUS
Total Funded Debt to Combined EBITDA	≤ 3.50x	3.01x	ONSIDE
Fixed Charge Coverage	≥ 1.10x	1.74x	ONSIDE

*Based on the consolidated financial statements of QM Environmental Group of Companies on a 12 month trailing basis

Combined EBITDA: Combined Net Income for the period plus; (a) Consolidated Interest Expense, (b) income taxes, (c) Depreciation and amortization, (d) Revenues, expenses, cash fees and other distributions received from joint ventures. (e) any extraordinary, unusual or nonrecurring items, (f) cost savings and synergies related to Permitted Acquisitions

Net Income	3,768
Add:	
(a) Interest Expense	2,483
(b) Income Tax Expense	-
(c) Depreciation & Amortization	7,669
(d) Revenues, expenses, cash fees and other from Joint Ventures	-
(e) Extraordinary, unusual or non recurring items	1,266
(f) Cost Savings and Synergies related to Permitted Acquisitions	-
Combined EBITDA	15,186

*Explanation of (e) line item:

Severance and legal Fees

Total Funded Debt: the Principal amount of indebtedness to the lender under this agreement or any other loan document, less any unrestricted Cash not to exceed the aggregate amount of \$2,000,000 provided that (i) the proceeds of such Unrestricted Cash arises from an Advance under the Term facility and (ii) the Lender has a first ranking Lien

Total ST Debt	9,536
Undrawn Letters of credit	5,106
BNS Term Loan - Current Portion	
BNS Revolving Facility Loan - Current Portion	
Capital Leases - Current Portion	3,763
Other - Current Portion*	667
Total LT Debt	36,132
BNS Term Loan - Long-Term Portion	17,325
BNS Revolving Facility Loan - Long-Term Portion	9,167
Capital Leases - Long-term Portion	6,974
Other - Long-term Portion*	2,666
TOTAL FUNDED DEBT	45,668

*Explanation of "Other" line item:

Amount owed to Ruttan as part of settlement

FIXED CHARGE COVERAGE: ratio of Combined EBITDA minus Income Taxes paid in Cash, Unfunded Capital Expenditures, and Cash Distributions (other than proceeds from Term Facility Distributed to WeShall) divided by Debt service (defined as interest paid and scheduled principal payments on Total Funded Debt on a twelve month rolling basis)

Combined EBITDA	15,186
Less:	
Cash Taxes	279
Unfunded CAPEX	1,974
Distributions to Shareholders	- 1,699
Free Cash Flow to Debtholders	14,632
Cash Interest Expense	2,483
Scheduled Payments on funded Debt on a twelve month basis	5,907
FIXED CHARGE COVERAGE	1.74x

This is Exhibit "D" to the Affidavit of Daniel Cameron
sworn on July 28, 2025

A handwritten signature in black ink, appearing to read "Lee Hines". The signature is written in a cursive, flowing style with a long horizontal stroke extending from the end.

A Commissioner for the taking of affidavits, etc.



3 Year Strategy Presentation

2025-05-20

Executive Summary

Business Segmentation

Key Measure and Statistics

Safe Harbor Statement

2025-2028 Profit and Loss

Balance Sheets

Cash Flow Statement

Covenants

Market Comparables

Implementation

The Ask – Next Steps

Executive Summary

18

Current State of the Business

- Project backlog dominated by low-margin work
- Multiple jobs underperforming against bid margins; one operating at a loss
- SG&A structure built to support higher volume – not easily reduced if revenue declines

Margins Overview

- Majority of new work awarded at tight margins, leaving little room for execution error





Executive Summary

19

Capital Constraint

- Capital injection needed to pursue higher-margin, non core opportunities
- Current balance sheet is highly leveraged, limiting flexibility
- Strategic investment is necessary, but must be carefully balanced against debt capacity and risk appetite

Strategic Imperative

- Urgent need to pivot toward profitable growth
- Rebalance project mix, improve execution, and a capital strategy

Business Segmentation

20

	STRATEGY 1 - Enhance Core Business	STRATEGY 2 - Extend Offering	STRATEGY 3 – Expand into New Markets
What Are We Doing?	Improve margins and efficiencies in core construction (demo, remediation, abatement)	Emergency Response Services, industrial services, waste mgmt, Soil management, environmental technologies	Enter sectors: Nuclear, Transit, Water, Mining
Work Scope	High revenue, lower margin, High COGS, commodity-based, driven by subcontractors and rentals	Lower revenue, high margin, labour and equipment driven, T&M contracts, low-risk projects	GC/Owner projects, long cycle, high complexity
Typical GM%	10% to 12%	25% to 40%	Nuclear: 15%-17% Core; 25% Extension Transit/Aviation: 10%-12% Core; 25% Extension Water/Wastewater: 10%-12% Core; 25% Extension Mining: 17%-20% Core; N/A Extension
Typical Project Durations	Remediation: 12 to 18 months Demolition/Decommissioning: 4 to 12 months	Event-based activation call-ups: 1 days to 3 months Medium projects: 3 to 11 months Larger Projects: 1 year +	Refer to strategies 1 and 2
Current Total Contribution	Rev: 89% Margin (contribution): 73%	Rev: 11% Margin (contribution): 27%	N/A
Risks / Opportunities	Risks: 10% holdback, LDs, bonding, significant carrying costs Opportunity: Efficiency gains	Risks: High CAPEX and BD cost; Opportunity: 25–30% margin	Risks: Competitive and complex; Opportunity: High growth
Investment	Low CAPEX; invest in process optimization & some BD	High CAPEX: trucks, facilities; strong sales enablement needed	Moderate CAPEX; strategic BD to secure up to 0.0004% of \$200B market share

Pipeline Projection

21

	REVENUE			
	2025	2026	2027	2028
STRATEGY 1 - ENHANCE THE CORE				
REV REALISED	45,463,000			
	17,674,868			
CORE BUSINESS PIPELINE		41,364,331	39,300,420	18,966,152
CORE BUSINESS UNSPEC - FY 25	2,383,154			
CORE BUSINESS UNSPEC		12,144,169	50,322,280	82,048,588
Backlog	63,006,347	31,500,000		
	128,527,369	85,008,500	89,622,700	101,014,740
STRATEGY 2 - EXTEND THE BUSINESS				
ES SPILLS Projection	1,000,000	3,000,000	3,000,000	3,000,000
ES Backlog	7,702,631			
ES OTHER PIPELINE - OPP, HYDRO ONE, RCMP, BC HYDRO Re-Compete		3,000,000	5,000,000	9,000,000
ES UNSPEC - OTHER	2,000,000	11,000,000	13,200,000	15,840,000
SOIL FACILITY			5,500,000	9,500,000
HYDRO VAC		1,500,000	1,950,000	2,535,000
ENV TECH		2,500,000	3,000,000	3,600,000
	10,702,631	21,000,000	31,650,000	43,475,000
STRATEGY 3 - EXPAND INTO NEW MARKETS				
CORE BUSINESS				
NUCLEAR/ENERGY		9,200,000	11,040,000	13,248,000
TRANSIT/AVIATION		3,600,000	4,320,000	5,184,000
WATER/WASTE WATER		346,000	415,200	498,240
MINING		6,460,000	7,752,000	9,302,400
EXTENDED BUSINESS				0
NUCLEAR/ENERGY		4,600,000	5,520,000	6,624,000
TRANSIT/AVIATION		1,800,000	2,160,000	2,592,000
WATER/WASTE WATER		173,000	207,600	249,120
MINING		0	0	0
CURRENT PIPELINE		17,812,500	17,812,500	17,812,500
	0	43,991,500	49,227,300	55,510,260
	139,230,000	150,000,000	170,500,000	200,000,000

	2025	2026	2027	2028
Sales Realized as a % of Sales	33.1%	0.0%	0.0%	0.0%
Backlog as a % of Sales	51.5%	20.7%	0.0%	0.0%
Pipeline as a % of Sales	12.9%	62.7%	62.6%	50.8%
Unspecified as a % of Sales	2.5%	16.5%	37.4%	49.2%
Total	100.0%	100.0%	100.0%	100.0%
Core as a % of sales		55.9%	52.4%	50.8%
ES as a % of Sales		13.8%	18.5%	21.8%
Other Verticals		30.3%	29.1%	27.4%
Total		100.0%	100.0%	100.0%

- Unspecified as a % is manageable for fiscal 2025/2026
- Require Pipeline build in Fiscal 2027 / 2028
- Believe there is margin opportunity by segment but have a further review as the chart on the left is a bottom's up approach to marry with the financials on the upcoming slides

Safe Harbor Statement

22

Our discussion may include predictions, estimates or other information that might be considered forward-looking. While these forward-looking statements represent our current judgment on what the future holds, they are subject to risks and uncertainties that could cause actual results to differ materially..



2025 – 2028 Profit and Loss Statement

23

QM Environmental Group of Companies Consolidated Income Statement For the year ended December 31st, 20XX in 000s of \$CAD																	
	2021	2022	2023	2024	2025 Forecast	2026	2027	2028		2021	2022	2023	2024	2025 Forecast	2026	2027	2028
Revenue	144,728	181,504	172,872	168,374	137,230	152,000	171,000	199,000		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Cost of Sales	(118,238)	(137,007)	(143,423)	(152,951)	(120,166)	(131,645)	(146,726)	(169,729)		(81.7%)	(75.5%)	(83.0%)	(90.8%)	(87.6%)	(86.6%)	(85.8%)	(85.3%)
Gross Margin	26,490	44,497	29,449	15,423	17,064	20,355	24,274	29,271		18.3%	24.5%	17.0%	9.2%	12.4%	13.4%	14.2%	14.7%
Selling, General, and Admin Expenses	(18,239)	(19,484)	(18,247)	(18,138)	(16,506)	(15,720)	(15,720)	(16,547)		(12.6%)	(10.7%)	(10.6%)	(10.8%)	(12.0%)	(10.3%)	(9.2%)	(8.3%)
EBITDA	8,251	25,013	11,202	(2,715)	558	4,635	8,554	12,724		5.7%	13.8%	6.5%	(1.6%)	0.4%	3.0%	5.0%	6.4%
Amortization	(1,469)	(3,495)	(6,236)	(6,651)	(7,000)	(10,000)	(9,000)	(8,000)		(1.0%)	(1.9%)	(3.6%)	(4.0%)	(5.1%)	(6.6%)	(5.3%)	(4.0%)
Interest	(234)	(240)	(1,496)	(2,537)	(2,500)	(2,200)	(2,000)	(2,000)		(0.2%)	(0.2%)	(0.9%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)
Other Income (Expenses)	(7,132)	(3,481)	832	-	-	-	-	-		(4.9%)	(1.9%)	0.5%	0.0%	0.0%	0.0%	0.0%	0.0%
Earnings Before taxes	(584)	17,797	4,302	(11,903)	(8,942)	(7,565)	(2,446)	2,724		(0.4%)	9.8%	2.5%	(7.1%)	(6.5%)	(5.0%)	(1.4%)	1.4%
Income Taxes	-	(12)	7	(279)	(300)	(100)	-	-		0.0%	(0.0%)	0.0%	(0.2%)	(0.2%)	(0.1%)	0.0%	0.0%
Net Income	(584)	17,785	4,309	(12,182)	(8,642)	(7,465)	(2,446)	2,724		(0.4%)	9.8%	2.5%	(7.2%)	(6.3%)	(4.9%)	(1.4%)	1.4%

- The above chart provides an 8-year trend of the profitability of the business including a projection of the current year, and a further 3 years looking forward
- The business is stabilized in 2025 as EBITDA is positive in 2025
- Growth continues from 2026 -2028, and the organization achieves the level of profitability in the investment horizon that was realized in 2023

Balance Sheet

24

*QM Environmental Group of Companies
Consolidated Balance Sheet
As of December 31st, 20XX in 000's of \$ CAD*

	2021	2022	2023	2024	2025 Forecast	2026	2027	2028
Assets								
Current Assets								
Cash	6,832	3,434	-	-	-	-	-	-
Accounts Receivable	44,980	59,277	52,664	57,981	42,109	45,392	49,660	57,247
Inventory	654	703	796	1,095	1,095	1,095	1,095	1,095
Cost and Estimated Earnings in excess of Billings on Uncompleted Contracts	4,354	11,595	13,595	6,011	9,877	10,820	12,060	13,485
Prepaid Expenses	1,096	510	845	862	862	862	862	862
Advances to Related Parties	-	2,222	1,700	1,837	1,837	1,837	1,837	1,837
Total Current Assets	57,916	77,741	69,600	67,786	55,780	60,006	65,514	74,526
Fixed Assets	7,046	16,374	26,036	23,234	29,234	22,234	16,234	11,234
Intangibles	-	-	423	-	-	-	-	-
Investments in Jointly Controlled Enterprises	-	3,534	3,295	5,888	5,888	5,888	5,888	5,888
Total Assets	64,962	97,649	99,354	96,909	90,902	88,128	87,636	91,648
Liabilities								
Current Liabilities								
Bank Indebtedness	-	-	71	859	10,574	19,023	23,139	20,758
Accounts Payable and Accrued Liabilities	29,894	41,341	33,827	51,632	34,823	36,336	39,165	44,400
Billings in Excess of cost and estimated earnings on uncompleted contracts	15,797	7,436	4,534	713	713	713	713	713
Income Taxes	-	12	5	5	5	5	5	5
Advances from related parties	29	-	2,360	2,451	2,451	2,451	2,451	2,451
Current portion of long-term debt	3,083	1,000	900	900	900	900	900	900
Current portion of note payable	-	4,000	667	667	667	667	667	667
Current portion of obligations of under capital lease	931	2,497	4,541	3,704	3,704	3,424	-	-
Total Current Liabilities	49,734	56,286	46,905	60,931	53,837	63,519	67,040	69,894
Deficiency in jointly controlled enterprise	13	16	18	-	-	-	-	-
Long-term Debt	-	1,083	27,183	25,328	24,428	23,528	22,628	21,728
Note Payable	-	4,000	3,333	2,667	2,000	1,333	667	(0)
Obligations of under capital lease	957	4,221	8,879	7,128	3,424	-	-	-
Total Liabilities	50,704	65,606	86,318	96,054	83,689	88,380	90,334	91,622
Partners' Equity								
Balance, Beginning of Year	17,383	14,258	32,043	13,037	855	7,213	(252)	(2,697)
Net Income	(585)	17,785	4,309	(12,182)	(8,642)	(7,465)	(2,446)	2,724
Drawings	(2,540)	-	(23,315)	-	15,000	-	-	-
Total Partners Equity	14,258	32,043	13,037	855	7,213	(252)	(2,697)	27
Total Liabilities and Partners' Equity	64,962	97,649	99,355	96,909	90,902	88,129	87,637	91,648

- The key assumption with respect to the Balance sheet is an equity injection of \$15m in 2025 to finance the Capex requirements
- The equity injection also facilitates the bank covenants are restored in fiscal 2027
- The Bank Indebtedness is managed the revolving line of credit and the borrowing base.
- The Note Payable and Obligations from Capital leases are repaid by 2028
- Balance sheet ratios including debt to equity shows the high the amount of leverage in fiscal 2024 as 112.38 going back to a more normal level of 8.14 in fiscal 2028

Statement of Cash Flows

25

*QM Environmental Group of Companies
Consolidated Statement of Cashflows
For the year ended December 31st, 20XX*

<i>Cash provided by (used for)</i>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u> <u>Forecast</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Operating Activities								
Net Income		17,785	4,309	(12,182)	(8,642)	(7,465)	(2,446)	2,724
Items not affecting cash								
Amortization		3,495	6,236	6,651	7,000	10,000	9,000	8,000
Gain on Sale of Equipment		(764)	(427)	-	-	-	-	-
Income from Jointly controlled enterprises		(3,531)	(898)	(2,611)	-	-	-	-
Changes in working capital		(17,903)	(6,238)	15,935	(4,802)	(2,713)	(2,680)	(3,777)
		(919)	2,982	7,793	(6,444)	(178)	3,875	6,947
Financing Activities								
Proceeds (Repayment) of long-term debt		(1,000)	26,000	(1,855)	(900)	(900)	(900)	(900)
Proceeds (Repayment) of Note payable		8,000	(4,000)	(667)	(667)	(667)	(667)	(667)
Proceeds (Repayment) from obligation of capital lease		4,830	6,702	(2,588)	(3,704)	(3,704)	(3,424)	-
Advances from related parties		(29)	2,360	91	-	-	-	-
Limited partner's drawings		-	(23,315)	-	15,000	-	-	-
		11,801	7,747	(5,018)	9,729	(5,271)	(4,991)	(1,567)
Investing Activities								
Advances to Related Parties		(2,222)	522	(137)	-	-	-	-
Purchase of equipment and leasehold improvements net of disposal		(13,830)	(15,471)	(3,849)	(13,000)	(3,000)	(3,000)	(3,000)
Proceeds on disposal of equipment		1,771	-	-	-	-	-	1
Purchase of intangible assets		-	(423)	423	-	-	-	-
Distributions from (Investments in) jointly controlled enterprises		1	1,137	-	-	-	-	-
		(14,280)	(14,235)	(3,564)	(13,000)	(3,000)	(3,000)	(2,999)
Change in Cash Position		(3,398)	(3,506)	(789)	(9,715)	(8,449)	(4,116)	2,381
Cash Balance, beginning of year		6,832	3,434	(72)	(861)	(10,576)	(19,024)	(23,140)
Cash Balance, end of year		3,434	(72)	(861)	(10,576)	(19,024)	(23,140)	(20,759)

- The change in Working capital in fiscal 2024 is driven by the reduction in AR as the business has focused significantly in managing cash-flow daily
- Amortization of fixed assets increases with the addition of fixed assets specifically in 2025 based on the equity injection classified in the financing activities
- Investment in jointly controlled enterprises is assumed to be negligible during the 3 year strategic time fame

Covenant

26

Covenants (TTM - Actual Figures should be completed on a quarterly basis)

	2021	2022	2023	2024	2025 Forecast	2026	2027	2028
Letters of Credit	2,000	3,000	3,000	5,000	5,000	5,000	5,000	6,000
Current portion of long-term debt	3,083	1,000	900	900	900	900	900	900
Current portion of note payable	-	4,000	667	667	667	667	667	667
Current portion of obligations of under capital lease	931	2,497	4,541	3,704	3,704	3,424	-	-
Total Short-term Debt	6,014	10,497	9,108	10,271	10,271	9,991	6,567	7,567
Long-term Debt	-	1,083	27,183	25,328	24,428	23,528	22,628	21,728
Note Payable	-	4,000	3,333	2,667	2,000	1,333	667	(0)
Obligations of under capital lease	957	4,221	8,879	7,128	3,424	-	-	-
Total Long-term Debt	957	9,304	39,395	35,123	29,852	24,861	23,294	21,728
Funded Debt	6,971	19,801	48,503	45,393	40,123	34,852	29,861	29,294
EBITDA	8,251	25,013	11,202	(2,715)	558	4,635	8,554	12,724
Total Funded Debt to Combined EBITDA (<3.5 to 1)	0.84	0.79	4.33	-16.72	71.89	7.52	3.49	2.30
						On-Side	On-Side	
EBITDA	8,251	25,013	11,202	(2,715)	558	4,635	8,554	12,724
Adjustments								
Cash Taxes		12	(7)	-	-	-	-	-
Unfunded Capex		(13,830)	(15,471)	(3,849)	(13,000)	(3,000)	(3,000)	(3,000)
Distribution to Shareholders		-	(23,315)	-	15,000	-	-	-
Adjusted EBITDA		11,195	(27,591)	(6,565)	2,558	1,635	5,554	9,724
Fixed Charges								
Cash Interest Expense		240	1,496	2,537	2,500	2,200	2,000	2,000
Scheduled Payments on Funded Debt on a twelve month basis		7,497	6,108	5,271	5,271	4,991	1,567	1,567
Total		7,737	7,604	7,808	7,771	7,191	3,567	3,567
Fixed Charge Coverage Ratio (>1.1 X)		1.45	-3.63	-0.84	0.33	0.23	1.56	2.73
						On-Side	On-Side	

- Covenants are on-side in fiscal 2027
- The equity injection in 2025 of \$15 million restores the capability of the business to rebuild the pipeline and related bonding requirements

Covenants and Impact of Cash Flow ²⁷

Qm recognizes the projections that are provided has an impact on the covenants including the borrowing base. Accordingly, the Company will look at various options including the following items :

- deference of capital expenditures (Capex),
- increasing the borrowing base as the Company looks to grow the business in 2026, and
- further equity injections if required.



Market Comparables

28

Company	Bird	Aecon	GFL	Republic	Qm	
Consolidated or Business Unit	Consolidated	Consolidated	Consolidated	Environmental Solutions Only	Consolidated	
Reporting period	Dec-24	Sep-24	Dec-24	Dec-24	Dec-24	Dec-28
TTM Revenues	3,397	4,242	7,862	1,843	168	199
TTM Gross Margin	328	183	1,485	701	15	29
TTM Gross Margin %	9.7%	4.3%	18.9%	38.0%	9.2%	14.7%
TTM EBITDA	213	83	1,195	436	-3	13
EBITDA Margin	6.3%	1.9%	15.2%	23.7%	-1.6%	6.4%
Total Assets	1806	3226	21,207	4,459	97	92
EBITDA Return on Assets	11.8%	2.6%	5.6%	9.8%	-2.8%	13.9%
Capex	33	52	1,193	136	4	**
Market Cap	1,210	1,710	25,150	N/A		
Price to Revenue	0.36	0.40	3.20	N/A		
Price to EBITDA	5.68	20.70	21.05	N/A		
Debt to Equity	3.20	2.35	1.94	N/A		
Enterprise Value	1,750	1,050	35,060	N/A		
EV / EBITDA	9.37	13.62	24.88	N/A		

- Qm is operating more as a construction entity, and the strategic pivot is to move the organization closer to an environmental services company. In doing so, the company can operate with improved margin and higher multiples
- Need to stabilize and improve the business for impending sale

60% | Internal Cost Controls

Focus: Margin Protection from Within

- **Labour & Equipment Rate Review:** Recalibration of internal rate structures to reflect true cost-to-serve.
- **Policy & Process Review:** Streamline workflows, approvals, and authority matrices to reduce cost leakage.
- **Margin Impact Assessment:** Deep dive into indirect costs, scope creep, and setup gaps affecting profitability.
- **Resourcing & Productivity Metrics:** Realign resources to cost-effective delivery models.

30% | External Cost Controls

Focus: Margin Retention through Field Execution & Commercial Discipline

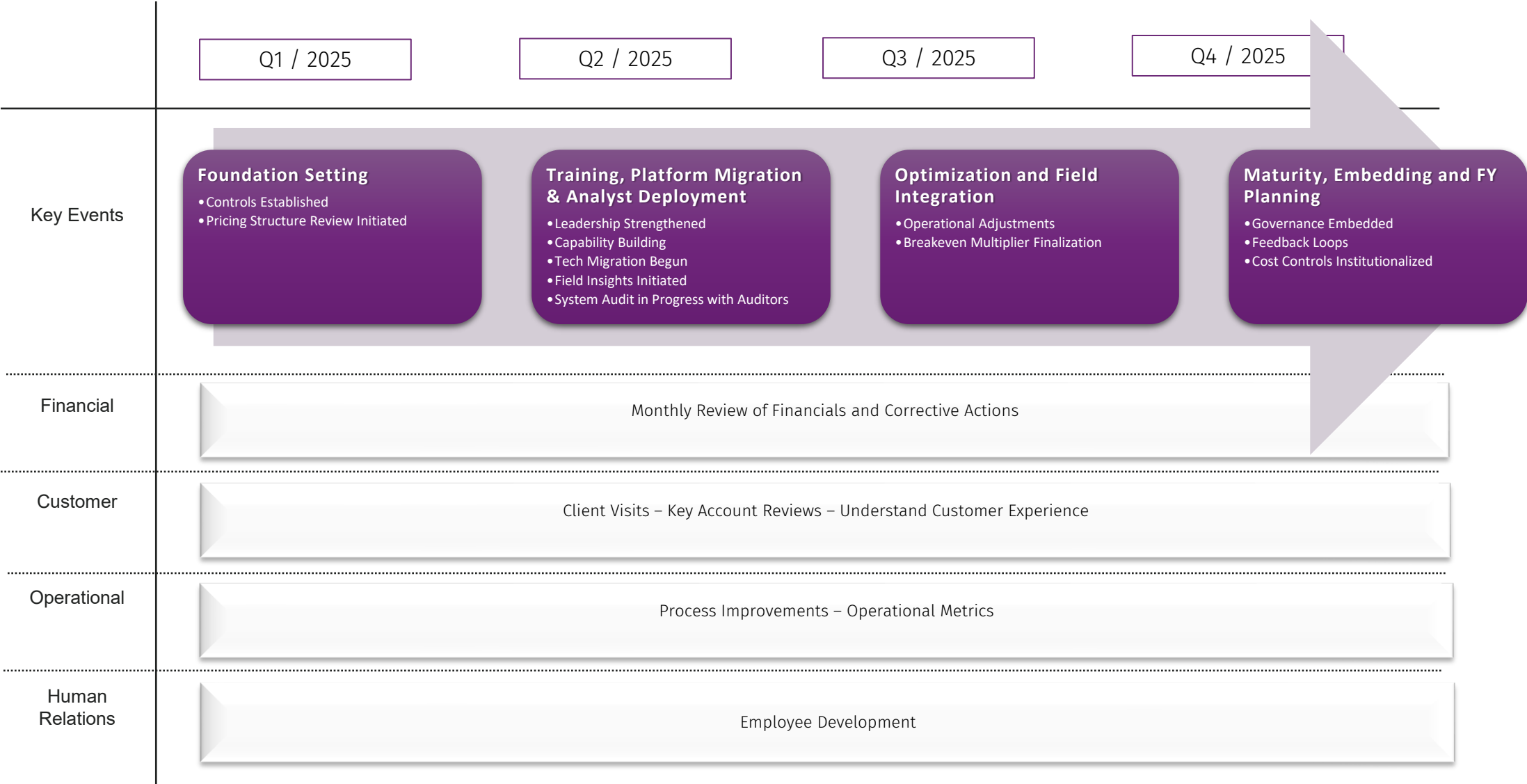
- **Commercial Management Training:** Empower PMs and field teams with core commercial literacy.
- **Project Controls Implementation:** Introduce and enforce earned value tracking, forecasting accuracy, and change management procedures.
- **Monthly Project Reviews:** Institutionalize consistent, data-informed project health check-ins.
- **Contractor/Sub Review:** Standardize procurement and subcontractor management practices.

10% | Financial Reporting & Team Support

Focus: Visibility, Accountability, and Performance Culture

- **Margin Reporting Alignment:** Reconciliation of operational and financial views of project health.
- **Team Performance Tracking:** Introduce KPIs tied to cost control, margin improvement, and delivery discipline.
- **Support Infrastructure:** Define financial business partner roles and enhance systems support to operations.

Implementation Timelines



The Ask- Next Steps

31



- Inject Additional Equity of \$8.3 million (\$15 million in fiscal 2025, as since \$6.7 million was invested earlier)
 - Work with the Bank for Covenant Support
 - Leverage Relationships with the Bonding Facilities
-
- Develop the components of the Strategy and marry this to the Financial Plan, and look for additional operational efficiencies
 - Improved Quoting to ensure all costs are captured
 - The Business has to temper the Pipeline with Margins between 15-20%
 - Significant Focus on Operational Management to Ensure Slippage on Jobs is Minimal
 - Right-Sizing of the Business

THANK YOU

This is Exhibit "E" to the Affidavit of Daniel Cameron
sworn on July 28, 2025

A handwritten signature in black ink, appearing to read "Lee John". The signature is written in a cursive style with a long horizontal stroke extending from the end.

A Commissioner for the taking of affidavits, etc.

From: [Ian Gregoire](#)
To: [Cameron, Daniel](#)
Cc: [Hull, Nathalie](#); [Brennan, Christina](#); [Brentyn Hall](#); [Bilal Khan](#)
Subject: [External] RE: Follow Up
Date: Tuesday, June 10, 2025 5:29:58 PM
Attachments: [image001.png](#)

Good afternoon Dan.

Regarding the QM projections and the \$8.3M, Agnes was away on vacation last week and she returned to the office, so Michelle and Rob were planning on sitting with Agnes and going over the numbers with her. WeShall is also waiting to see the projections and the breakout for the use of the \$8.3M before we release any funds. QM is aware that not only WeShall is waiting for the projections and \$8.3M breakout, but Scotia is also awaiting for this information.

Once we receive the numbers, which should be tmrw, or Thursday for the latest, we will forward to the Scotia Team.

On another note, we are expecting approx \$3.6M coming into our account from Ellis Don....I was told it should be received tmrw.

Please let us know if you have any questions re what I have scribed above.

Cheers

Ian



Ian Grégoire, CPA MBA
 VP of Strategy & Operations
 Toronto, ON, Canada

Mobile: 416-435-6494
 Email: ian@weshall.ca
 Website: www.weshall.ca

From: Cameron, Daniel <dan.cameron@scotiabank.com>
Sent: June 10, 2025 4:48 PM
To: Bilal Khan <bilal@weshall.ca>; Ian Gregoire <ian@weshall.ca>; Brentyn Hall <brentyn@weshall.ca>
Cc: Hull, Nathalie <nathalie.hull@scotiabank.com>; Brennan, Christina <christina.brennan@scotiabank.com>
Subject: Follow Up

CAUTION: This email originated from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email. When in doubt, contact IT.

Bilal,

During our discussion last week, you noted that WeShall had challenged some of the assumptions in QM's projections, and were waiting on some deliverables associated with this, including a breakdown of the planned usage of the additional \$8,300,000 in equity. Have you now received the required info from QM, and are you able to share it? Do you have an update on when you expect the equity to go in?

Regards,

Dan Cameron | Director , National Accounts

Scotiabank | Commercial Banking

40 King Street West, 14th Floor, Toronto, Ontario, Canada M5H 1H1

M. 416-508-8530

dan.cameron@scotiabank.com

www.scotiabank.com

Scotiabank is a business name used by The Bank of Nova Scotia

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From: [Bilal Khan](#)
To: [Cameron, Daniel](#)
Cc: [Ian Gregoire](#); [Hull, Nathalie](#); [Brennan, Christina](#); [Brentyn Hall](#)
Subject: Re: [External] RE: Follow Up
Date: Tuesday, June 17, 2025 9:06:40 AM

Good morning, Dan. We're still working on the numbers. Hoping to get you this by end of the week, we'll keep you updated.

As for capital commitments, we can share a timeline once the numbers are prepared and finalized. Thanks for your patience.

BILAL KHAN

Managing Partner

Toronto, ON, Canada

Mobile: [416-471-7464](tel:416-471-7464)

Phone: [647-953-1203](tel:647-953-1203)

Email: bilal@weshall.ca

Website: www.weshall.ca

On Jun 16, 2025, at 8:50 AM, Cameron, Daniel <dan.cameron@scotiabank.com> wrote:

CAUTION: This email originated from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email. When in doubt, contact IT.

Hi Ian,

Have you received the numbers from QM as of yet? We'd appreciate a copy once you have them. Is there an update on when the equity is going in?

Regards,

Dan Cameron | Director , National Accounts

Scotiabank | Commercial Banking

40 King Street West, 14th Floor, Toronto, Ontario, Canada M5H 1H1

M. 416-508-8530

dan.cameron@scotiabank.com

www.scotiabank.com

Scotiabank is a business name used by The Bank of Nova Scotia

From: Ian Gregoire <ian@weshall.ca>
Sent: Tuesday, June 10, 2025 5:30 PM
To: Cameron, Daniel <dan.cameron@scotiabank.com>
Cc: Hull, Nathalie <nathalie.hull@scotiabank.com>; Brennan, Christina <christina.brennan@scotiabank.com>; Brentyn Hall <brentyn@weshall.ca>; Bilal Khan <bilal@weshall.ca>
Subject: [External] RE: Follow Up

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Please let us know if you have any questions re what I have scribed above.

Cheers
Ian

<image001.png>

Ian Grégoire, CPA MBA
VP of Strategy & Operations
Toronto, ON, Canada

Mobile: 416-435-6494
Email: ian@weshall.ca
Website: www.weshall.ca

From: Cameron, Daniel <dan.cameron@scotiabank.com>
Sent: June 10, 2025 4:48 PM

To: Bilal Khan <bilal@weshall.ca>; Ian Gregoire <ian@weshall.ca>; Brentyn Hall <brentyn@weshall.ca>

Cc: Hull, Nathalie <nathalie.hull@scotiabank.com>; Brennan, Christina <christina.brennan@scotiabank.com>

Subject: Follow Up

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Bilal,

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Regards,

Dan Cameron | Director , National Accounts

Scotiabank | Commercial Banking

40 King Street West, 14th Floor, Toronto, Ontario, Canada M5H 1H1

M. 416-508-8530

dan.cameron@scotiabank.com

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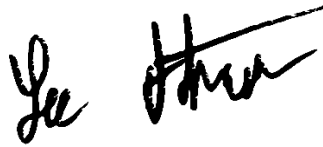
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This is Exhibit "F" to the Affidavit of Daniel Cameron
sworn on July 28, 2025

A handwritten signature in black ink, appearing to read "J. H. H.", is written over a horizontal line.

A Commissioner for the taking of affidavits, etc.



NOTICE OF DEFAULT AND RESERVATION OF RIGHTS

June 19th, 2025

Via Email

QM LP (the “**Borrower**”)

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

QMF LP, TWT LP, QUANTUM HOLDINGS LP, QM GP INC. and HIGHPOINT ENVIRONMENTAL SERVICES INC. (collectively, the “**Guarantors**”)

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

Re: Credit Agreement dated June 6, 2023, between The Bank of Nova Scotia, as lender (the “Lender”), the Borrower, as borrower, and the Guarantors, as guarantors, as amended by the first amendment on December 11, 2023, as amended by the second amendment dated June 14, 2024, as amended by the third amendment dated June 26, 2024, as amended by the fourth amendment dated September 18, 2024 and as may be further amended, restated, amended and restated, supplemented, modified or replaced from time to time (collectively, the “Credit Agreement”)

Dear Ms. Wietrzynski:

Reference is hereby made to the Credit Agreement. Capitalized terms not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement.

Further to the notice of default and reservation of rights letter dated April 25th, 2025 (the “**April/25 Default Notice**”), notice is hereby given that, in addition to those Defaults or Events of Default noted in the April/25 Default Notice, the Borrower is in breach of Section 5.1(d)(i) of the Credit Agreement as of April 30th, 2025, as the amount outstanding under the Revolving Loans and Visa Business Cards exceeds the Borrowing Base and has not been repaid within 2 banking days (the “**Availability Default**”).

While Compliance Certificates have not been delivered as required under the Credit Agreement, at the meeting between yourself and the Lender on May 13, 2025, you provided a presentation (the “**Presentation**”) on the financial results of the Borrower. Based on the Presentation, had the Compliance Certificates been delivered, as required, the following further Defaults or Events of Default have been established, subject to the Cure Right:

1. a breach by the Borrower of the Fixed Charge Coverage Ratio financial covenant under Section 11.2(a)(i)(A) of the Credit Agreement beginning December 31, 2024;
2. a breach by the Borrower of the Total Funded Debt to Combined EBITDA Ratio financial covenant under Section 11.2(a)(i)(B) of the Credit Agreement beginning December 31, 2024; and

3. a breach by the Borrower of the Minimum EBITDA financial covenant under Section 11.2(c) (i) of the Credit Agreement for the month of December 2024.

42

This letter constitutes formal notice that the Availability Default, if not remedied within twenty (20) calendar days of the date of this letter (the “**Cure Period**”), shall constitute an Event of Default under the Credit Agreement, and the Lender expressly reserves all of its rights, powers, privileges and remedies under the Credit Agreement, the other Loan Documents, applicable law or otherwise in the event the Availability Default is not timely cured. Please note that the failure of the Lender to exercise any such rights and remedies immediately following the expiry of the Cure Period is not intended, and shall not be construed, to be a waiver of the Availability Default and the Lender may elect to exercise any or all of its rights, at its sole option, at any time after the Cure Period, without the necessity of any further notice, demand or other action on the part of the Lender.

This letter is governed by the laws of the Province of Ontario and the laws of Canada applicable in that Province.

A handwritten or electronically signed copy of this letter delivered by email or other electronic or digital transmission is deemed to have the same legal effect as delivery of a manually executed original copy.

Yours very truly,

The Bank of Nova Scotia

By: 

Name: Daniel Cameron

Title: Director, National Accounts

By: 

Name: Nathalie Hull

Title: Director Execution, National Accounts

This is Exhibit "G" to the Affidavit of Daniel Cameron
sworn on July 28, 2025

A handwritten signature in black ink, appearing to read "Lee H. H. H." with a stylized, cursive script.

A Commissioner for the taking of affidavits, etc.

PERSONAL & CONFIDENTIAL

July 21, 2025

VIA EMAIL TO agnes.wietrzynski@qmenv.com
AND REGISTERED AND REGULAR MAIL

QM LP
200-5035 South Service Road
Burlington, Ontario L7L 6M9

Attention: Agnes Wietrzynski, President

Re: *Indebtedness of QM LP (the “Borrower”) to The Bank of Nova Scotia (the “Lender”) pursuant to the terms of the Credit Agreement (as hereinafter defined)*

Dear Madam,

We are lawyers for the Lender. Pursuant to a Credit Agreement dated June 6, 2023, as amended by amending agreements dated December 11, 2023, June 14, 2024, June 26, 2024 and September 18, 2024 (collectively, the “**Credit Agreement**”), the Lender made credit facilities available to the Borrower (the “**Loan**”). The Loan was guaranteed by QMF LP, TWT LP, Quantum Holdings LP, QM GP Inc. and Highpoint Environmental Services Inc. (collectively, the “**Guarantors**”), as full recourse guarantors, and 2539593 Ontario Inc. and Weshall Investments Inc., as limited recourse guarantors.

We are advised by the Lender that the Borrower is indebted to the Lender under the Credit Agreement in the amount of \$34,508,497.85 for principal, interest, fees and costs (excluding legal costs), as of July 17, 2025.

The Borrower's indebtedness to the Lenders is secured by, *inter alia*, a general security agreement and an assignment of insurance policies, each dated as of June 6, 2023 (collectively, the “**Security**”).

The following events of default (collectively, the “**Existing Defaults**”) have occurred under the Credit Agreement (capitalized terms used therein shall have the meanings ascribed thereto in the Credit Agreement):

- (i) The Borrower has advised the Lender that it is unable to pay its debts generally as they become due and that it intends to commence an application pursuant to the *Companies' Creditors Arrangement Act* (Canada), each of which constitutes an Event of Default pursuant to Section 13.1(g) of the Credit Agreement;
- (ii) The Borrower breached the Minimum EBITDA financial covenant pursuant to Section 11.2(c) of the Credit Agreement for the months of September, October and November 2024;
- (iii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on January 20, 2025;
- (iv) The Borrower failed to deliver the annual pipeline/backlog report pursuant to Section 11.4(vii) of the Credit Agreement as due on February 15, 2025;
- (v) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section

11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on February 20, 2025;

- (vi) The Borrower and the Guarantors (collectively, the "**Obligors**") failed to deliver the financial projections of the Obligors pursuant to Section 11.4(a)(iv) of the Credit Agreement as due on February 28, 2025;
- (vii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on March 20, 2025;
- (viii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on April 20, 2025;
- (ix) The amount outstanding under the Revolving Loans and Visa Business Cards, as of April 30, 2025, exceeded the Borrowing Base and was not repaid within 2 banking days;
- (x) The amount outstanding under the Revolving Loans and Visa Business Cards, as of May 31, 2025, exceeded the Borrowing Base and was not repaid within 2 banking days;
- (xi) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the Monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on May 20, 2025; and
- (xii) The Obligors failed to deliver the unqualified audited annual combined financial statements pursuant to Section 11.4(a)(ii) and the annual unaudited and internally prepared unconsolidated financial statements pursuant to Section 11.4(a)(iii) as due on May 31, 2025.

As a result of the Existing Default, the Lender is entitled to declare all amounts owing under the Credit Agreement and the Security immediately due and payable.

On behalf of the Lender, we hereby demand payment of the Borrower's indebtedness to the Lender. Unless payment of the amount set out above, together with additional interest accrued, fees and costs, including legal costs, incurred to the date of payment are paid forthwith, the Lender shall take such steps as it deems necessary to recover payment of the Borrower's indebtedness in full, without further demand upon or notice to you, which may include enforcement of the Security.

Enclosed please find the Lender's Notice of Intention to Enforce Security, which are served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Harvey Chaiton
CHAIRMAN
ENCL.

cc: The Bank of Nova Scotia

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the Bankruptcy and Insolvency Act)


TO: **QM LP**, an insolvent person

TAKE NOTICE THAT:

1. **THE BANK OF NOVA SCOTIA**, a secured creditor, intends to enforce its security on all of the present and after-acquired property of **QM LP**.
2. The security that is to be enforced is, *inter alia*, the following:
 - (a) a general security agreement dated June 6, 2023 (the "**Security**").
3. The total amount of indebtedness secured by the Security as at July 17, 2025 is \$34,508,497.85 inclusive of principal, interest, fees and costs, excluding legal costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 21st day of July, 2025.

THE BANK OF NOVA SCOTIA,
by its lawyers, Chaitons LLP

Per: 

Harvey G. Chaiton

PERSONAL & CONFIDENTIAL

July 21, 2025

**VIA EMAIL TO agnes.wietrzynski@qmenv.com
AND REGISTERED AND REGULAR MAIL**

QM GP Inc.
200-5035 South Service Road
Burlington, Ontario L7L 6M9

Attention: Agnes Wietrzynski, President

Re: *Indebtedness of QM LP (the "Borrower") to The Bank of Nova Scotia (the "Lender") pursuant to the terms of the Credit Agreement (as hereinafter defined)*

Dear Madam,

We are lawyers for the Lender. Please find enclosed a copy of our letter to the Borrower dated as of the date hereof demanding payment of the Borrower's indebtedness and liabilities to the Lender under a Credit Agreement dated June 6, 2023, as amended by amending agreements dated December 11, 2023, June 14, 2024, June 26, 2024 and September 18, 2024 (collectively, the "**Credit Agreement**"), which as of July 17, 2025, was \$34,508,497.85 for principal, interest, fees and costs, excluding legal costs.

We refer to a written guarantee dated June 6, 2023 (the "**Guarantee**"), granted by QM GP Inc. (the "**Guarantor**") in favour of the Lender. Pursuant to the Guarantee, the Guarantor guaranteed all present and future indebtedness, liabilities and obligations owed by the Borrower to the Lender under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement). The Guarantor's obligations under the Guarantee are secured by a general security agreement dated June 6, 2023 (the "**Security**").

The Guarantor's indebtedness and liabilities to the Lender under the Guarantee are payable on demand. On behalf of the Lender, we hereby demand immediate payment of the Guarantor's indebtedness and liabilities to the Lender under the Guarantee. Unless payment of the amount set out above, together with additional interest accrued, fees and costs, including legal costs, incurred to the date of payment are paid forthwith, the Lender shall take such steps as it deems necessary to recover payment of the Guarantor's indebtedness in full, without further demand upon or notice to the Guarantor, which may include enforcement of the Security.

Enclosed please find the Lender's Notice of Intention to Enforce Security which is served upon the Guarantor pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Harvey Chaiton
CHAIRMAN
ENCL.

cc: The Bank of Nova Scotia

PERSONAL & CONFIDENTIAL

July 21, 2025

VIA EMAIL TO agnes.wietrzynski@qmenv.com
AND REGISTERED AND REGULAR MAIL

QM LP
200-5035 South Service Road
Burlington, Ontario L7L 6M9

Attention: Agnes Wietrzynski, President

Re: *Indebtedness of QM LP (the "Borrower") to The Bank of Nova Scotia (the "Lender") pursuant to the terms of the Credit Agreement (as hereinafter defined)*

Dear Madam,

We are lawyers for the Lender. Pursuant to a Credit Agreement dated June 6, 2023, as amended by amending agreements dated December 11, 2023, June 14, 2024, June 26, 2024 and September 18, 2024 (collectively, the "**Credit Agreement**"), the Lender made credit facilities available to the Borrower (the "**Loan**"). The Loan was guaranteed by QMF LP, TWT LP, Quantum Holdings LP, QM GP Inc. and Highpoint Environmental Services Inc. (collectively, the "**Guarantors**"), as full recourse guarantors, and 2539593 Ontario Inc. and Weshall Investments Inc., as limited recourse guarantors.

We are advised by the Lender that the Borrower is indebted to the Lender under the Credit Agreement in the amount of \$34,508,497.85 for principal, interest, fees and costs (excluding legal costs), as of July 17, 2025.

The Borrower's indebtedness to the Lenders is secured by, *inter alia*, a general security agreement and an assignment of insurance policies, each dated as of June 6, 2023 (collectively, the "**Security**").

The following events of default (collectively, the "**Existing Defaults**") have occurred under the Credit Agreement (capitalized terms used therein shall have the meanings ascribed thereto in the Credit Agreement):

- (i) The Borrower has advised the Lender that it is unable to pay its debts generally as they become due and that it intends to commence an application pursuant to the *Companies' Creditors Arrangement Act* (Canada), each of which constitutes an Event of Default pursuant to Section 13.1(g) of the Credit Agreement;
- (ii) The Borrower breached the Minimum EBITDA financial covenant pursuant to Section 11.2(c) of the Credit Agreement for the months of September, October and November 2024;
- (iii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on January 20, 2025;
- (iv) The Borrower failed to deliver the annual pipeline/backlog report pursuant to Section 11.4(vii) of the Credit Agreement as due on February 15, 2025;
- (v) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section

11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on February 20, 2025;

- (vi) The Borrower and the Guarantors (collectively, the "**Obligors**") failed to deliver the financial projections of the Obligors pursuant to Section 11.4(a)(iv) of the Credit Agreement as due on February 28, 2025;
- (vii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on March 20, 2025;
- (viii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on April 20, 2025;
- (ix) The amount outstanding under the Revolving Loans and Visa Business Cards, as of April 30, 2025, exceeded the Borrowing Base and was not repaid within 2 banking days;
- (x) The amount outstanding under the Revolving Loans and Visa Business Cards, as of May 31, 2025, exceeded the Borrowing Base and was not repaid within 2 banking days;
- (xi) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the Monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on May 20, 2025; and
- (xii) The Obligors failed to deliver the unqualified audited annual combined financial statements pursuant to Section 11.4(a)(ii) and the annual unaudited and internally prepared unconsolidated financial statements pursuant to Section 11.4(a)(iii) as due on May 31, 2025.

As a result of the Existing Default, the Lender is entitled to declare all amounts owing under the Credit Agreement and the Security immediately due and payable.

On behalf of the Lender, we hereby demand payment of the Borrower's indebtedness to the Lender. Unless payment of the amount set out above, together with additional interest accrued, fees and costs, including legal costs, incurred to the date of payment are paid forthwith, the Lender shall take such steps as it deems necessary to recover payment of the Borrower's indebtedness in full, without further demand upon or notice to you, which may include enforcement of the Security.

Enclosed please find the Lender's Notice of Intention to Enforce Security, which are served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Harvey Chaiton
CHAIRMAN
ENCL.

cc: The Bank of Nova Scotia

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the Bankruptcy and Insolvency Act)


TO: **QM GP INC.**, an insolvent person

TAKE NOTICE THAT:

1. **THE BANK OF NOVA SCOTIA**, a secured creditor, intends to enforce its security on all of the present and after-acquired property of **QM GP INC.**
2. The security that is to be enforced is, *inter alia*, the following:
 - (a) a general security agreement dated June 6, 2023 (the "**Security**").
3. The total amount of indebtedness secured by the Security as at July 17, 2025 is \$34,508,497.85 inclusive of principal, interest, fees and costs, excluding legal costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 21st day of July, 2025.

THE BANK OF NOVA SCOTIA,
by its lawyers, Chaitons LLP

Per: 

Harvey G. Chaiton

PERSONAL & CONFIDENTIAL

July 21, 2025

**VIA EMAIL TO agnes.wietrzynski@qmenv.com
AND REGISTERED AND REGULAR MAIL**

Highpoint Environmental Services Inc.
200-5035 South Service Road
Burlington, Ontario L7L 6M9

Attention: Agnes Wietrzynski, President

Re: *Indebtedness of QM LP (the "Borrower") to The Bank of Nova Scotia (the "Lender") pursuant to the terms of the Credit Agreement (as hereinafter defined)*

Dear Madam,

We are lawyers for the Lender. Please find enclosed a copy of our letter to the Borrower dated as of the date hereof demanding payment of the Borrower's indebtedness and liabilities to the Lender under a Credit Agreement dated June 6, 2023, as amended by amending agreements dated December 11, 2023, June 14, 2024, June 26, 2024 and September 18, 2024 (collectively, the "**Credit Agreement**"), which as of July 17, 2025, was \$34,508,497.85 for principal, interest, fees and costs, excluding legal costs.

We refer to a written guarantee dated June 6, 2023 (the "**Guarantee**"), granted by Highpoint Environmental Services Inc. (the "**Guarantor**") in favour of the Lender. Pursuant to the Guarantee, the Guarantor guaranteed all present and future indebtedness, liabilities and obligations owed by the Borrower to the Lender under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement). The Guarantor's obligations under the Guarantee are secured by a general security agreement dated June 6, 2023 (the "**Security**").

The Guarantor's indebtedness and liabilities to the Lender under the Guarantee are payable on demand. On behalf of the Lender, we hereby demand immediate payment of the Guarantor's indebtedness and liabilities to the Lender under the Guarantee. Unless payment of the amount set out above, together with additional interest accrued, fees and costs, including legal costs, incurred to the date of payment are paid forthwith, the Lender shall take such steps as it deems necessary to recover payment of the Guarantor's indebtedness in full, without further demand upon or notice to the Guarantor, which may include enforcement of the Security.

Enclosed please find the Lender's Notice of Intention to Enforce Security which is served upon the Guarantor pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Harvey Chaiton
CHAIRMAN
ENCL.

cc: The Bank of Nova Scotia

PERSONAL & CONFIDENTIAL

July 21, 2025

VIA EMAIL TO agnes.wietrzynski@qmenv.com
AND REGISTERED AND REGULAR MAIL

QM LP
200-5035 South Service Road
Burlington, Ontario L7L 6M9

Attention: Agnes Wietrzynski, President

Re: *Indebtedness of QM LP (the "Borrower") to The Bank of Nova Scotia (the "Lender") pursuant to the terms of the Credit Agreement (as hereinafter defined)*

Dear Madam,

We are lawyers for the Lender. Pursuant to a Credit Agreement dated June 6, 2023, as amended by amending agreements dated December 11, 2023, June 14, 2024, June 26, 2024 and September 18, 2024 (collectively, the "**Credit Agreement**"), the Lender made credit facilities available to the Borrower (the "**Loan**"). The Loan was guaranteed by QMF LP, TWT LP, Quantum Holdings LP, QM GP Inc. and Highpoint Environmental Services Inc. (collectively, the "**Guarantors**"), as full recourse guarantors, and 2539593 Ontario Inc. and Weshall Investments Inc., as limited recourse guarantors.

We are advised by the Lender that the Borrower is indebted to the Lender under the Credit Agreement in the amount of \$34,508,497.85 for principal, interest, fees and costs (excluding legal costs), as of July 17, 2025.

The Borrower's indebtedness to the Lenders is secured by, *inter alia*, a general security agreement and an assignment of insurance policies, each dated as of June 6, 2023 (collectively, the "**Security**").

The following events of default (collectively, the "**Existing Defaults**") have occurred under the Credit Agreement (capitalized terms used therein shall have the meanings ascribed thereto in the Credit Agreement):

- (i) The Borrower has advised the Lender that it is unable to pay its debts generally as they become due and that it intends to commence an application pursuant to the *Companies' Creditors Arrangement Act* (Canada), each of which constitutes an Event of Default pursuant to Section 13.1(g) of the Credit Agreement;
- (ii) The Borrower breached the Minimum EBITDA financial covenant pursuant to Section 11.2(c) of the Credit Agreement for the months of September, October and November 2024;
- (iii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on January 20, 2025;
- (iv) The Borrower failed to deliver the annual pipeline/backlog report pursuant to Section 11.4(vii) of the Credit Agreement as due on February 15, 2025;
- (v) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section

11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on February 20, 2025;

- (vi) The Borrower and the Guarantors (collectively, the "**Obligors**") failed to deliver the financial projections of the Obligors pursuant to Section 11.4(a)(iv) of the Credit Agreement as due on February 28, 2025;
- (vii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on March 20, 2025;
- (viii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on April 20, 2025;
- (ix) The amount outstanding under the Revolving Loans and Visa Business Cards, as of April 30, 2025, exceeded the Borrowing Base and was not repaid within 2 banking days;
- (x) The amount outstanding under the Revolving Loans and Visa Business Cards, as of May 31, 2025, exceeded the Borrowing Base and was not repaid within 2 banking days;
- (xi) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the Monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on May 20, 2025; and
- (xii) The Obligors failed to deliver the unqualified audited annual combined financial statements pursuant to Section 11.4(a)(ii) and the annual unaudited and internally prepared unconsolidated financial statements pursuant to Section 11.4(a)(iii) as due on May 31, 2025.

As a result of the Existing Default, the Lender is entitled to declare all amounts owing under the Credit Agreement and the Security immediately due and payable.

On behalf of the Lender, we hereby demand payment of the Borrower's indebtedness to the Lender. Unless payment of the amount set out above, together with additional interest accrued, fees and costs, including legal costs, incurred to the date of payment are paid forthwith, the Lender shall take such steps as it deems necessary to recover payment of the Borrower's indebtedness in full, without further demand upon or notice to you, which may include enforcement of the Security.

Enclosed please find the Lender's Notice of Intention to Enforce Security, which are served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Harvey Chaiton
CHAIRMAN
ENCL.

cc: The Bank of Nova Scotia

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the Bankruptcy and Insolvency Act)


TO: HIGHPOINT ENVIRONMENTAL SERVICES INC., an insolvent person

TAKE NOTICE THAT:

1. **THE BANK OF NOVA SCOTIA**, a secured creditor, intends to enforce its security on all of the present and after-acquired property of **HIGHPOINT ENVIRONMENTAL SERVICES INC.**
2. The security that is to be enforced is, *inter alia*, the following:
 - (a) a general security agreement dated June 6, 2023 (the "**Security**").
3. The total amount of indebtedness secured by the Security as at July 17, 2025 is \$34,508,497.85 inclusive of principal, interest, fees and costs, excluding legal costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 21st day of July, 2025.

THE BANK OF NOVA SCOTIA,
by its lawyers, Chaitons LLP

Per: 

Harvey G. Chaiton

PERSONAL & CONFIDENTIAL

July 21, 2025

VIA EMAIL TO agnes.wietrzynski@qmenv.com
AND REGISTERED AND REGULAR MAIL

QMF LP
QM GP Inc.
200-5035 South Service Road
Burlington, Ontario L7L 6M9

Attention: Agnes Wietrzynski, President

Re: *Indebtedness of QM LP (the "Borrower") to The Bank of Nova Scotia (the "Lender") pursuant to the terms of the Credit Agreement (as hereinafter defined)*

Dear Madam,


We are lawyers for the Lender. Please find enclosed a copy of our letter to the Borrower dated as of the date hereof demanding payment of the Borrower's indebtedness and liabilities to the Lender under a Credit Agreement dated June 6, 2023, as amended by amending agreements dated December 11, 2023, June 14, 2024, June 26, 2024 and September 18, 2024 (collectively, the "**Credit Agreement**"), which as of July 17, 2025, was \$34,508,497.85 for principal, interest, fees and costs, excluding legal costs.

We refer to a written guarantee dated June 6, 2023 (the "**Guarantee**"), granted by QMF LP (the "**Guarantor**") in favour of the Lender. Pursuant to the Guarantee, the Guarantor guaranteed all present and future indebtedness, liabilities and obligations owed by the Borrower to the Lender under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement). The Guarantor's obligations under the Guarantee are secured by a general security agreement dated June 6, 2023 (the "**Security**").

The Guarantor's indebtedness and liabilities to the Lender under the Guarantee are payable on demand. On behalf of the Lender, we hereby demand immediate payment of the Guarantor's indebtedness and liabilities to the Lender under the Guarantee. Unless payment of the amount set out above, together with additional interest accrued, fees and costs, including legal costs, incurred to the date of payment are paid forthwith, the Lender shall take such steps as it deems necessary to recover payment of the Guarantor's indebtedness in full, without further demand upon or notice to the Guarantor, which may include enforcement of the Security.

Enclosed please find the Lender's Notice of Intention to Enforce Security which is served upon the Guarantor pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Harvey Chaiton
CHAIRMAN
ENCL.

cc: The Bank of Nova Scotia

PERSONAL & CONFIDENTIAL

July 21, 2025

VIA EMAIL TO agnes.wietrzynski@qmenv.com
 AND REGISTERED AND REGULAR MAIL

QM LP
 200-5035 South Service Road
 Burlington, Ontario L7L 6M9

Attention: Agnes Wietrzynski, President

Re: *Indebtedness of QM LP (the "Borrower") to The Bank of Nova Scotia (the "Lender") pursuant to the terms of the Credit Agreement (as hereinafter defined)*

Dear Madam,

We are lawyers for the Lender. Pursuant to a Credit Agreement dated June 6, 2023, as amended by amending agreements dated December 11, 2023, June 14, 2024, June 26, 2024 and September 18, 2024 (collectively, the "**Credit Agreement**"), the Lender made credit facilities available to the Borrower (the "**Loan**"). The Loan was guaranteed by QMF LP, TWT LP, Quantum Holdings LP, QM GP Inc. and Highpoint Environmental Services Inc. (collectively, the "**Guarantors**"), as full recourse guarantors, and 2539593 Ontario Inc. and Weshall Investments Inc., as limited recourse guarantors.

We are advised by the Lender that the Borrower is indebted to the Lender under the Credit Agreement in the amount of \$34,508,497.85 for principal, interest, fees and costs (excluding legal costs), as of July 17, 2025.

The Borrower's indebtedness to the Lenders is secured by, *inter alia*, a general security agreement and an assignment of insurance policies, each dated as of June 6, 2023 (collectively, the "**Security**").

The following events of default (collectively, the "**Existing Defaults**") have occurred under the Credit Agreement (capitalized terms used therein shall have the meanings ascribed thereto in the Credit Agreement):

- (i) The Borrower has advised the Lender that it is unable to pay its debts generally as they become due and that it intends to commence an application pursuant to the *Companies' Creditors Arrangement Act* (Canada), each of which constitutes an Event of Default pursuant to Section 13.1(g) of the Credit Agreement;
- (ii) The Borrower breached the Minimum EBITDA financial covenant pursuant to Section 11.2(c) of the Credit Agreement for the months of September, October and November 2024;
- (iii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on January 20, 2025;
- (iv) The Borrower failed to deliver the annual pipeline/backlog report pursuant to Section 11.4(vii) of the Credit Agreement as due on February 15, 2025;
- (v) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section

11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on February 20, 2025;

- (vi) The Borrower and the Guarantors (collectively, the “**Obligors**”) failed to deliver the financial projections of the Obligors pursuant to Section 11.4(a)(iv) of the Credit Agreement as due on February 28, 2025;
- (vii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on March 20, 2025;
- (viii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on April 20, 2025;
- (ix) The amount outstanding under the Revolving Loans and Visa Business Cards, as of April 30, 2025, exceeded the Borrowing Base and was not repaid within 2 banking days;
- (x) The amount outstanding under the Revolving Loans and Visa Business Cards, as of May 31, 2025, exceeded the Borrowing Base and was not repaid within 2 banking days;
- (xi) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the Monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on May 20, 2025; and
- (xii) The Obligors failed to deliver the unqualified audited annual combined financial statements pursuant to Section 11.4(a)(ii) and the annual unaudited and internally prepared unconsolidated financial statements pursuant to Section 11.4(a)(iii) as due on May 31, 2025.

As a result of the Existing Default, the Lender is entitled to declare all amounts owing under the Credit Agreement and the Security immediately due and payable.

On behalf of the Lender, we hereby demand payment of the Borrower's indebtedness to the Lender. Unless payment of the amount set out above, together with additional interest accrued, fees and costs, including legal costs, incurred to the date of payment are paid forthwith, the Lender shall take such steps as it deems necessary to recover payment of the Borrower's indebtedness in full, without further demand upon or notice to you, which may include enforcement of the Security.

Enclosed please find the Lender's Notice of Intention to Enforce Security, which are served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Harvey Chaiton
CHAIRMAN
ENCL.

cc: The Bank of Nova Scotia

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the Bankruptcy and Insolvency Act)


TO: **QMF LP**, an insolvent person

TAKE NOTICE THAT:

1. **THE BANK OF NOVA SCOTIA**, a secured creditor, intends to enforce its security on all of the present and after-acquired property of **QMF LP**.
2. The security that is to be enforced is, *inter alia*, the following:
 - (a) a general security agreement dated June 6, 2023 (the "**Security**").
3. The total amount of indebtedness secured by the Security as at July 17, 2025 is \$34,508,497.85 inclusive of principal, interest, fees and costs, excluding legal costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 21st day of July, 2025.

THE BANK OF NOVA SCOTIA,
by its lawyers, Chaitons LLP

Per: 

Harvey G. Chaiton

PERSONAL & CONFIDENTIAL

July 21, 2025

**VIA EMAIL TO agnes.wietrzynski@qmenv.com
AND REGISTERED AND REGULAR MAIL**

Quantum Holdings LP
QM GP Inc.
200-5035 South Service Road
Burlington, Ontario L7L 6M9

Attention: Agnes Wietrzynski, President

Re: *Indebtedness of QM LP (the "Borrower") to The Bank of Nova Scotia (the "Lender") pursuant to the terms of the Credit Agreement (as hereinafter defined)*

Dear Madam,

We are lawyers for the Lender. Please find enclosed a copy of our letter to the Borrower dated as of the date hereof demanding payment of the Borrower's indebtedness and liabilities to the Lender under a Credit Agreement dated June 6, 2023, as amended by amending agreements dated December 11, 2023, June 14, 2024, June 26, 2024 and September 18, 2024 (collectively, the "**Credit Agreement**"), which as of July 17, 2025, was \$34,508,497.85 for principal, interest, fees and costs, excluding legal costs.

We refer to a written guarantee dated June 6, 2023 (the "**Guarantee**"), granted by Quantum Holdings LP (the "**Guarantor**") in favour of the Lender. Pursuant to the Guarantee, the Guarantor guaranteed all present and future indebtedness, liabilities and obligations owed by the Borrower to the Lender under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement). The Guarantor's obligations under the Guarantee are secured by a general security agreement dated June 6, 2023 (the "**Security**").

The Guarantor's indebtedness and liabilities to the Lender under the Guarantee are payable on demand. On behalf of the Lender, we hereby demand immediate payment of the Guarantor's indebtedness and liabilities to the Lender under the Guarantee. Unless payment of the amount set out above, together with additional interest accrued, fees and costs, including legal costs, incurred to the date of payment are paid forthwith, the Lender shall take such steps as it deems necessary to recover payment of the Guarantor's indebtedness in full, without further demand upon or notice to the Guarantor, which may include enforcement of the Security.

Enclosed please find the Lender's Notice of Intention to Enforce Security which is served upon the Guarantor pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Harvey Chaiton
CHAIRMAN
ENCL.

cc: The Bank of Nova Scotia

PERSONAL & CONFIDENTIAL

July 21, 2025

VIA EMAIL TO agnes.wietrzynski@qmenv.com
 AND REGISTERED AND REGULAR MAIL

QM LP
 200-5035 South Service Road
 Burlington, Ontario L7L 6M9

Attention: Agnes Wietrzynski, President

Re: *Indebtedness of QM LP (the "Borrower") to The Bank of Nova Scotia (the "Lender") pursuant to the terms of the Credit Agreement (as hereinafter defined)*

Dear Madam,

We are lawyers for the Lender. Pursuant to a Credit Agreement dated June 6, 2023, as amended by amending agreements dated December 11, 2023, June 14, 2024, June 26, 2024 and September 18, 2024 (collectively, the "**Credit Agreement**"), the Lender made credit facilities available to the Borrower (the "**Loan**"). The Loan was guaranteed by QMF LP, TWT LP, Quantum Holdings LP, QM GP Inc. and Highpoint Environmental Services Inc. (collectively, the "**Guarantors**"), as full recourse guarantors, and 2539593 Ontario Inc. and Weshall Investments Inc., as limited recourse guarantors.

We are advised by the Lender that the Borrower is indebted to the Lender under the Credit Agreement in the amount of \$34,508,497.85 for principal, interest, fees and costs (excluding legal costs), as of July 17, 2025.

The Borrower's indebtedness to the Lenders is secured by, *inter alia*, a general security agreement and an assignment of insurance policies, each dated as of June 6, 2023 (collectively, the "**Security**").

The following events of default (collectively, the "**Existing Defaults**") have occurred under the Credit Agreement (capitalized terms used therein shall have the meanings ascribed thereto in the Credit Agreement):

- (i) The Borrower has advised the Lender that it is unable to pay its debts generally as they become due and that it intends to commence an application pursuant to the *Companies' Creditors Arrangement Act* (Canada), each of which constitutes an Event of Default pursuant to Section 13.1(g) of the Credit Agreement;
- (ii) The Borrower breached the Minimum EBITDA financial covenant pursuant to Section 11.2(c) of the Credit Agreement for the months of September, October and November 2024;
- (iii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on January 20, 2025;
- (iv) The Borrower failed to deliver the annual pipeline/backlog report pursuant to Section 11.4(vii) of the Credit Agreement as due on February 15, 2025;
- (v) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section

11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on February 20, 2025;

- (vi) The Borrower and the Guarantors (collectively, the "**Obligors**") failed to deliver the financial projections of the Obligors pursuant to Section 11.4(a)(iv) of the Credit Agreement as due on February 28, 2025;
- (vii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on March 20, 2025;
- (viii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on April 20, 2025;
- (ix) The amount outstanding under the Revolving Loans and Visa Business Cards, as of April 30, 2025, exceeded the Borrowing Base and was not repaid within 2 banking days;
- (x) The amount outstanding under the Revolving Loans and Visa Business Cards, as of May 31, 2025, exceeded the Borrowing Base and was not repaid within 2 banking days;
- (xi) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the Monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on May 20, 2025; and
- (xii) The Obligors failed to deliver the unqualified audited annual combined financial statements pursuant to Section 11.4(a)(ii) and the annual unaudited and internally prepared unconsolidated financial statements pursuant to Section 11.4(a)(iii) as due on May 31, 2025.

As a result of the Existing Default, the Lender is entitled to declare all amounts owing under the Credit Agreement and the Security immediately due and payable.

On behalf of the Lender, we hereby demand payment of the Borrower's indebtedness to the Lender. Unless payment of the amount set out above, together with additional interest accrued, fees and costs, including legal costs, incurred to the date of payment are paid forthwith, the Lender shall take such steps as it deems necessary to recover payment of the Borrower's indebtedness in full, without further demand upon or notice to you, which may include enforcement of the Security.

Enclosed please find the Lender's Notice of Intention to Enforce Security, which are served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Harvey Chaiton
CHAIRMAN
ENCL.

cc: The Bank of Nova Scotia

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the Bankruptcy and Insolvency Act)


TO: **QUANTUM HOLDINGS LP**, an insolvent person

TAKE NOTICE THAT:

1. **THE BANK OF NOVA SCOTIA**, a secured creditor, intends to enforce its security on all of the present and after-acquired property of **QUANTUM HOLDINGS LP**.
2. The security that is to be enforced is, *inter alia*, the following:
 - (a) a general security agreement dated June 6, 2023 (the "**Security**").
3. The total amount of indebtedness secured by the Security as at July 17, 2025 is \$34,508,497.85 inclusive of principal, interest, fees and costs, excluding legal costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 21st day of July, 2025.

THE BANK OF NOVA SCOTIA,
by its lawyers, Chaitons LLP

Per: 

Harvey G. Chaiton

PERSONAL & CONFIDENTIAL

July 21, 2025

**VIA EMAIL TO agnes.wietrzynski@qmenv.com
AND REGISTERED AND REGULAR MAIL**

TWT LP
QM GP Inc.
200-5035 South Service Road
Burlington, Ontario L7L 6M9

Attention: Agnes Wietrzynski, President

Re: *Indebtedness of QM LP (the "Borrower") to The Bank of Nova Scotia (the "Lender") in accordance with the terms of the Credit Agreement (as hereinafter defined)*

Dear Madam,

We are lawyers for the Lender. Please find enclosed a copy of our letter to the Borrower dated as of the date hereof demanding payment of the Borrower's indebtedness and liabilities to the Lender under a Credit Agreement dated June 6, 2023, as amended by amending agreements dated December 11, 2023, June 14, 2024, June 26, 2024 and September 18, 2024 (collectively, the "**Credit Agreement**"), which as of July 17, 2025, was \$34,508,497.85 for principal, interest, fees and costs, excluding legal costs.

We refer to a written guarantee dated June 6, 2023 (the "**Guarantee**"), granted by TWT LP (the "**Guarantor**") in favour of the Lender. Pursuant to the Guarantee, the Guarantor guaranteed all present and future indebtedness, liabilities and obligations owed by the Borrower to the Lender under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement). The Guarantor's obligations under the Guarantee are secured by a general security agreement dated June 6, 2023 (the "**Security**").

The Guarantor's indebtedness and liabilities to the Lender under the Guarantee are payable on demand. On behalf of the Lender, we hereby demand immediate payment of the Guarantor's indebtedness and liabilities to the Lender under the Guarantee. Unless payment of the amount set out above, together with additional interest accrued, fees and costs, including legal costs, incurred to the date of payment are paid forthwith, the Lender shall take such steps as it deems necessary to recover payment of the Guarantor's indebtedness in full, without further demand upon or notice to the Guarantor, which may include enforcement of the Security.

Enclosed please find the Lender's Notice of Intention to Enforce Security which is served upon the Guarantor pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Harvey Chaiton
CHAIRMAN
ENCL.

cc: The Bank of Nova Scotia

PERSONAL & CONFIDENTIAL

July 21, 2025

VIA EMAIL TO agnes.wietrzynski@qmenv.com
 AND REGISTERED AND REGULAR MAIL

QM LP
 200-5035 South Service Road
 Burlington, Ontario L7L 6M9

Attention: Agnes Wietrzynski, President

Re: *Indebtedness of QM LP (the "Borrower") to The Bank of Nova Scotia (the "Lender") pursuant to the terms of the Credit Agreement (as hereinafter defined)*

Dear Madam,

We are lawyers for the Lender. Pursuant to a Credit Agreement dated June 6, 2023, as amended by amending agreements dated December 11, 2023, June 14, 2024, June 26, 2024 and September 18, 2024 (collectively, the "**Credit Agreement**"), the Lender made credit facilities available to the Borrower (the "**Loan**"). The Loan was guaranteed by QMF LP, TWT LP, Quantum Holdings LP, QM GP Inc. and Highpoint Environmental Services Inc. (collectively, the "**Guarantors**"), as full recourse guarantors, and 2539593 Ontario Inc. and Weshall Investments Inc., as limited recourse guarantors.

We are advised by the Lender that the Borrower is indebted to the Lender under the Credit Agreement in the amount of \$34,508,497.85 for principal, interest, fees and costs (excluding legal costs), as of July 17, 2025.

The Borrower's indebtedness to the Lenders is secured by, *inter alia*, a general security agreement and an assignment of insurance policies, each dated as of June 6, 2023 (collectively, the "**Security**").

The following events of default (collectively, the "**Existing Defaults**") have occurred under the Credit Agreement (capitalized terms used therein shall have the meanings ascribed thereto in the Credit Agreement):

- (i) The Borrower has advised the Lender that it is unable to pay its debts generally as they become due and that it intends to commence an application pursuant to the *Companies' Creditors Arrangement Act* (Canada), each of which constitutes an Event of Default pursuant to Section 13.1(g) of the Credit Agreement;
- (ii) The Borrower breached the Minimum EBITDA financial covenant pursuant to Section 11.2(c) of the Credit Agreement for the months of September, October and November 2024;
- (iii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on January 20, 2025;
- (iv) The Borrower failed to deliver the annual pipeline/backlog report pursuant to Section 11.4(vii) of the Credit Agreement as due on February 15, 2025;
- (v) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section

11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on February 20, 2025;

- (vi) The Borrower and the Guarantors (collectively, the “**Obligors**”) failed to deliver the financial projections of the Obligors pursuant to Section 11.4(a)(iv) of the Credit Agreement as due on February 28, 2025;
- (vii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on March 20, 2025;
- (viii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on April 20, 2025;
- (ix) The amount outstanding under the Revolving Loans and Visa Business Cards, as of April 30, 2025, exceeded the Borrowing Base and was not repaid within 2 banking days;
- (x) The amount outstanding under the Revolving Loans and Visa Business Cards, as of May 31, 2025, exceeded the Borrowing Base and was not repaid within 2 banking days;
- (xi) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the Monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on May 20, 2025; and
- (xii) The Obligors failed to deliver the unqualified audited annual combined financial statements pursuant to Section 11.4(a)(ii) and the annual unaudited and internally prepared unconsolidated financial statements pursuant to Section 11.4(a)(iii) as due on May 31, 2025.

As a result of the Existing Default, the Lender is entitled to declare all amounts owing under the Credit Agreement and the Security immediately due and payable.

On behalf of the Lender, we hereby demand payment of the Borrower's indebtedness to the Lender. Unless payment of the amount set out above, together with additional interest accrued, fees and costs, including legal costs, incurred to the date of payment are paid forthwith, the Lender shall take such steps as it deems necessary to recover payment of the Borrower's indebtedness in full, without further demand upon or notice to you, which may include enforcement of the Security.

Enclosed please find the Lender's Notice of Intention to Enforce Security, which are served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Harvey Chaiton
CHAIRMAN
ENCL.

cc: The Bank of Nova Scotia

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the Bankruptcy and Insolvency Act)


TO: TWT LP, an insolvent person

TAKE NOTICE THAT:

1. **THE BANK OF NOVA SCOTIA**, a secured creditor, intends to enforce its security on all of the present and after-acquired property of **TWT LP**.
2. The security that is to be enforced is, *inter alia*, the following:
 - (a) a general security agreement dated June 6, 2023 (the "**Security**").
3. The total amount of indebtedness secured by the Security as at July 17, 2025 is \$34,508,497.85 inclusive of principal, interest, fees and costs, excluding legal costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 21st day of July, 2025.

THE BANK OF NOVA SCOTIA,
by its lawyers, Chaitons LLP

Per: 

 Harvey G. Chaiton

PERSONAL & CONFIDENTIAL

July 21, 2025

VIA EMAIL TO wailed.soliman@nortonrosefulbright.com and familyoffice@deloitte.ca
AND REGISTERED AND REGULAR MAIL

2539593 Ontario Inc.
222 Bay Street, Suite 3000
Toronto, Ontario M5K 1E7

Attention: Walled Soliman

Re: *Indebtedness of QM LP (the "Borrower") to The Bank of Nova Scotia (the "Lender") pursuant to the terms of the Credit Agreement (as hereinafter defined)*

Dear Sir,

We are lawyers for the Lender. Please find enclosed a copy of our letter to the Borrower dated as of the date hereof demanding payment of the Borrower's indebtedness and liabilities to the Lender under a Credit Agreement dated June 6, 2023, as amended by amending agreements dated December 11, 2023, June 14, 2024, June 26, 2024 and September 18, 2024 (collectively, the "**Credit Agreement**"), which as of July 17, 2025, was \$34,508,497.85 for principal, interest, fees and costs, excluding legal costs.

We refer to a written limited-recourse guarantee and pledge agreement dated June 6, 2023 (the "**Guarantee**"), granted by 2539593 Ontario Inc. (the "**Guarantor**") in favour of the Lender. Pursuant to the Guarantee, the Guarantor guaranteed all present and future indebtedness, liabilities and obligations owed by the Borrower to the Lender under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement). The Guarantor's liability under the Guarantee is secured by the Pledged Collateral (as defined in the Guarantee).

The Guarantor's indebtedness and liabilities to the Lender under the Guarantee are payable on demand. On behalf of the Lender, we hereby demand immediate payment of the Guarantor's indebtedness and liabilities to the Lender under the Guarantee. Unless payment of the amount set out above, together with additional interest accrued, fees and costs, including legal costs, incurred to the date of payment are paid forthwith, the Lender will take steps to recover payment by enforcing on the Pledged Collateral.

Enclosed please find the Lender's Notice of Intention to Enforce Security which is served upon the Guarantor pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Harvey Chaiton
CHAIRMAN

ENCL.

cc: The Bank of Nova Scotia

PERSONAL & CONFIDENTIAL

July 21, 2025

VIA EMAIL TO agnes.wietrzynski@qmenv.com
 AND REGISTERED AND REGULAR MAIL

QM LP
 200-5035 South Service Road
 Burlington, Ontario L7L 6M9

Attention: Agnes Wietrzynski, President

Re: *Indebtedness of QM LP (the "Borrower") to The Bank of Nova Scotia (the "Lender") pursuant to the terms of the Credit Agreement (as hereinafter defined)*

Dear Madam,

We are lawyers for the Lender. Pursuant to a Credit Agreement dated June 6, 2023, as amended by amending agreements dated December 11, 2023, June 14, 2024, June 26, 2024 and September 18, 2024 (collectively, the "**Credit Agreement**"), the Lender made credit facilities available to the Borrower (the "**Loan**"). The Loan was guaranteed by QMF LP, TWT LP, Quantum Holdings LP, QM GP Inc. and Highpoint Environmental Services Inc. (collectively, the "**Guarantors**"), as full recourse guarantors, and 2539593 Ontario Inc. and Weshall Investments Inc., as limited recourse guarantors.

We are advised by the Lender that the Borrower is indebted to the Lender under the Credit Agreement in the amount of \$34,508,497.85 for principal, interest, fees and costs (excluding legal costs), as of July 17, 2025.

The Borrower's indebtedness to the Lenders is secured by, *inter alia*, a general security agreement and an assignment of insurance policies, each dated as of June 6, 2023 (collectively, the "**Security**").

The following events of default (collectively, the "**Existing Defaults**") have occurred under the Credit Agreement (capitalized terms used therein shall have the meanings ascribed thereto in the Credit Agreement):

- (i) The Borrower has advised the Lender that it is unable to pay its debts generally as they become due and that it intends to commence an application pursuant to the *Companies' Creditors Arrangement Act* (Canada), each of which constitutes an Event of Default pursuant to Section 13.1(g) of the Credit Agreement;
- (ii) The Borrower breached the Minimum EBITDA financial covenant pursuant to Section 11.2(c) of the Credit Agreement for the months of September, October and November 2024;
- (iii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on January 20, 2025;
- (iv) The Borrower failed to deliver the annual pipeline/backlog report pursuant to Section 11.4(vii) of the Credit Agreement as due on February 15, 2025;
- (v) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section

11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on February 20, 2025;

- (vi) The Borrower and the Guarantors (collectively, the "**Obligors**") failed to deliver the financial projections of the Obligors pursuant to Section 11.4(a)(iv) of the Credit Agreement as due on February 28, 2025;
- (vii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on March 20, 2025;
- (viii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on April 20, 2025;
- (ix) The amount outstanding under the Revolving Loans and Visa Business Cards, as of April 30, 2025, exceeded the Borrowing Base and was not repaid within 2 banking days;
- (x) The amount outstanding under the Revolving Loans and Visa Business Cards, as of May 31, 2025, exceeded the Borrowing Base and was not repaid within 2 banking days;
- (xi) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the Monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on May 20, 2025; and
- (xii) The Obligors failed to deliver the unqualified audited annual combined financial statements pursuant to Section 11.4(a)(ii) and the annual unaudited and internally prepared unconsolidated financial statements pursuant to Section 11.4(a)(iii) as due on May 31, 2025.

As a result of the Existing Default, the Lender is entitled to declare all amounts owing under the Credit Agreement and the Security immediately due and payable.

On behalf of the Lender, we hereby demand payment of the Borrower's indebtedness to the Lender. Unless payment of the amount set out above, together with additional interest accrued, fees and costs, including legal costs, incurred to the date of payment are paid forthwith, the Lender shall take such steps as it deems necessary to recover payment of the Borrower's indebtedness in full, without further demand upon or notice to you, which may include enforcement of the Security.

Enclosed please find the Lender's Notice of Intention to Enforce Security, which are served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Harvey Chaiton
CHAIRMAN
ENCL.

cc: The Bank of Nova Scotia

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the Bankruptcy and Insolvency Act)


TO: **2539593 ONTARIO INC.**, an insolvent person

TAKE NOTICE THAT:

1. **THE BANK OF NOVA SCOTIA**, a secured creditor, intends to enforce its security on the property of **2539593 ONTARIO INC.**
2. The security that is to be enforced is a limited-recourse guarantee and pledge agreement dated June 6, 2023 (the "**Security**").
3. The total amount of indebtedness secured by the Security as at July 17, 2025 is \$34,508,497.85 inclusive of principal, interest, fees and costs, excluding legal costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 21st day of July, 2025.

THE BANK OF NOVA SCOTIA,
by its lawyers, Chaitons LLP

Per: 

Harvey G. Chaiton

PERSONAL & CONFIDENTIAL

July 21, 2025

VIA EMAIL TO kamika@weshall.ca
AND REGISTERED AND REGULAR MAIL

WESHALL INVESTMENTS INC.
2950-130 King Street W.
Toronto, Ontario M5X 1E2

Attention: Kamika McLean

Re: *Indebtedness of QM LP (the "Borrower") to The Bank of Nova Scotia (the "Lender") pursuant to the terms of the Credit Agreement (as hereinafter defined)*

Dear Madam,

We are lawyers for the Lender. Please find enclosed a copy of our letter to the Borrower dated as of the date hereof demanding payment of the Borrower's indebtedness and liabilities to the Lender under a Credit Agreement dated June 6, 2023, as amended by amending agreements dated December 11, 2023, June 14, 2024, June 26, 2024 and September 18, 2024 (collectively, the "**Credit Agreement**"), which as of July 17, 2025, was \$34,508,497.85 for principal, interest, fees and costs, excluding legal costs.

We refer to a written limited-recourse guarantee and pledge agreement dated June 6, 2023 (the "**Guarantee**"), granted by 2539593 Ontario Inc. (the "**Guarantor**") in favour of the Lender. Pursuant to the Guarantee, the Guarantor guaranteed all present and future indebtedness, liabilities and obligations owed by the Borrower to the Lender under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement). The Guarantor's liability under the Guarantee is secured by the Pledged Collateral (as defined in the Guarantee).

The Guarantor's indebtedness and liabilities to the Lender under the Guarantee are payable on demand. On behalf of the Lender, we hereby demand immediate payment of the Guarantor's indebtedness and liabilities to the Lender under the Guarantee. Unless payment of the amount set out above, together with additional interest accrued, fees and costs, including legal costs, incurred to the date of payment are paid forthwith, the Lender will take steps to recover payment by enforcing on the Pledged Collateral.

Enclosed please find the Lender's Notice of Intention to Enforce Security which is served upon the Guarantor pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Harvey Chaiton
CHAIRMAN
ENCL.

cc: The Bank of Nova Scotia

PERSONAL & CONFIDENTIAL

July 21, 2025

VIA EMAIL TO agnes.wietrzynski@qmenv.com
AND REGISTERED AND REGULAR MAIL

QM LP
200-5035 South Service Road
Burlington, Ontario L7L 6M9

Attention: Agnes Wietrzynski, President

Re: *Indebtedness of QM LP (the "Borrower") to The Bank of Nova Scotia (the "Lender") pursuant to the terms of the Credit Agreement (as hereinafter defined)*

Dear Madam,

We are lawyers for the Lender. Pursuant to a Credit Agreement dated June 6, 2023, as amended by amending agreements dated December 11, 2023, June 14, 2024, June 26, 2024 and September 18, 2024 (collectively, the "**Credit Agreement**"), the Lender made credit facilities available to the Borrower (the "**Loan**"). The Loan was guaranteed by QMF LP, TWT LP, Quantum Holdings LP, QM GP Inc. and Highpoint Environmental Services Inc. (collectively, the "**Guarantors**"), as full recourse guarantors, and 2539593 Ontario Inc. and Weshall Investments Inc., as limited recourse guarantors.

We are advised by the Lender that the Borrower is indebted to the Lender under the Credit Agreement in the amount of \$34,508,497.85 for principal, interest, fees and costs (excluding legal costs), as of July 17, 2025.

The Borrower's indebtedness to the Lenders is secured by, *inter alia*, a general security agreement and an assignment of insurance policies, each dated as of June 6, 2023 (collectively, the "**Security**").

The following events of default (collectively, the "**Existing Defaults**") have occurred under the Credit Agreement (capitalized terms used therein shall have the meanings ascribed thereto in the Credit Agreement):

- (i) The Borrower has advised the Lender that it is unable to pay its debts generally as they become due and that it intends to commence an application pursuant to the *Companies' Creditors Arrangement Act* (Canada), each of which constitutes an Event of Default pursuant to Section 13.1(g) of the Credit Agreement;
- (ii) The Borrower breached the Minimum EBITDA financial covenant pursuant to Section 11.2(c) of the Credit Agreement for the months of September, October and November 2024;
- (iii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on January 20, 2025;
- (iv) The Borrower failed to deliver the annual pipeline/backlog report pursuant to Section 11.4(vii) of the Credit Agreement as due on February 15, 2025;
- (v) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section

11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on February 20, 2025;

- (vi) The Borrower and the Guarantors (collectively, the "**Obligors**") failed to deliver the financial projections of the Obligors pursuant to Section 11.4(a)(iv) of the Credit Agreement as due on February 28, 2025;
- (vii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on March 20, 2025;
- (viii) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on April 20, 2025;
- (ix) The amount outstanding under the Revolving Loans and Visa Business Cards, as of April 30, 2025, exceeded the Borrowing Base and was not repaid within 2 banking days;
- (x) The amount outstanding under the Revolving Loans and Visa Business Cards, as of May 31, 2025, exceeded the Borrowing Base and was not repaid within 2 banking days;
- (xi) The Borrower failed to deliver the monthly financial statements pursuant to Section 11.4(a)(i) of the Credit Agreement, together with the Compliance Certificate pursuant to Section 11.4(a)(v) of the Credit Agreement and the Monthly Borrowing Base Certificate pursuant to Section 11.4(a)(xiv) of the Credit Agreement as due on May 20, 2025; and
- (xii) The Obligors failed to deliver the unqualified audited annual combined financial statements pursuant to Section 11.4(a)(ii) and the annual unaudited and internally prepared unconsolidated financial statements pursuant to Section 11.4(a)(iii) as due on May 31, 2025.

As a result of the Existing Default, the Lender is entitled to declare all amounts owing under the Credit Agreement and the Security immediately due and payable.

On behalf of the Lender, we hereby demand payment of the Borrower's indebtedness to the Lender. Unless payment of the amount set out above, together with additional interest accrued, fees and costs, including legal costs, incurred to the date of payment are paid forthwith, the Lender shall take such steps as it deems necessary to recover payment of the Borrower's indebtedness in full, without further demand upon or notice to you, which may include enforcement of the Security.

Enclosed please find the Lender's Notice of Intention to Enforce Security, which are served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Harvey Chaiton
CHAIRMAN
ENCL.

cc: The Bank of Nova Scotia

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the Bankruptcy and Insolvency Act)

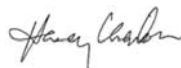
TO: **WESHALL INVESTMENTS INC.**, an insolvent person

TAKE NOTICE THAT:

1. **THE BANK OF NOVA SCOTIA**, a secured creditor, intends to enforce its security on the property of **WESHALL INVESTMENTS INC.**
2. The security that is to be enforced is a limited-recourse guarantee and pledge agreement dated June 6, 2023 (the "**Security**").
3. The total amount of indebtedness secured by the Security as at July 17, 2025 is \$34,508,497.85 inclusive of principal, interest, fees and costs, excluding legal costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 21st day of July, 2025.

THE BANK OF NOVA SCOTIA,
by its lawyers, Chaitons LLP

Per: 

Harvey G. Chaiton

This is Exhibit "H" to the Affidavit of Daniel Cameron
sworn on July 28, 2025

A handwritten signature in black ink, appearing to read "Lee H. H. H." with a stylized, cursive script.

A Commissioner for the taking of affidavits, etc.

From: [jnevsky](#)
To: [David Saldanha](#); [Greg McDonald](#)
Cc: [Cho, Raymond](#); [Fennema, Nate](#)
Subject: RE: Cash Disbursements
Date: Monday, July 28, 2025 9:54:59 AM
Attachments: [QM Balance Sheet - May312025.xlsx](#)
[2025.07.28 QM - Project Collections Summary.xlsx](#)
[6-Fixed Assets QM -June 2025 \(updated\) PP edits \(1\).xlsx](#)

Hi David, please see attached the companies equipment sub-ledger and NBV summary.

Also see summary of projects. If you filter for those that are 100% complete you'll see there is net cash flow of ~\$4.7M (net of AP of \$5.2M). This balance includes \$3.2M from a Portlands contract, which remains part of an ongoing process the company is going through with Ellis Don to reconcile the contract values on various projects and phases of work.

Available to discuss when you are available.

Josh Nevsky
Alvarez & Marsal
M: 416.710.0910

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF QM GP INC. AND HIGHPOINT ENVIRONMENTAL SERVICES INC.

Applicants

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Action commenced at TORONTO

AFFIDAVIT OF DANIEL CAMERON

Chaitons LLP

5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Harvey Chaiton

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George Benchetrit

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Email: george@chaitons.com

Lawyers for The Bank of Nova Scotia